



Code of Practice for Temporary Teachers

Policy & Procedure

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1. Scope

All temporary employees and casual workers employed under the SNCT terms and conditions.

2. Legislation

- Employment Rights Act 1996, as amended by the Employment Relations Act 1999 and the Employment Act 2002, as well as part-time staff (Prevention of Less Favourable Treatment) and the Fixed-term employees (Prevention of Less Favourable Treatment) Regulations 2002.
- The Scottish Negotiating Committee for Teachers (SNCT) Code of Practice on the use of Temporary Contracts (SNCT/31) agreed on 29 March 2004.
- Clause 8.5 of the Scheme of Salaries and Conditions of Service for Teaching Staff in School Education allowed teachers working on temporary contracts with the Council to apply for transfer to the permanent staff of the authority after one year's service.

SNCT 31 encouraged LNCTs to reach local agreement on provisions to supersede Clause 8.5. An agreement on SNCT 31 (as above) was in place within Fife which reflected this national agreement. However, it did not specifically state that Section 8.5 had been superseded. Agreement was reached on a way forward which will protect the interests of inexperienced Fife teachers, safeguard the future staffing needs of Fife Council and resolve any outstanding issues arising from the former Clause 8.5. This agreement is incorporated in section 6 of this policy.

- Under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 all temporary contract or series of continuous temporary contracts that extend beyond 4 years will be made permanent unless the employer can objectively justify why this should not happen. Although this clause has provided the basis for LNCT agreements in several other local authorities, Fife Council wishes to operate a more flexible system for the transfer of temporary staff to permanent contracts.

3. Responsibilities

The Employee Resources Team is responsible for the administration, implementation and management of the process.

Human Resources are responsible for the accuracy of legislative information that applies to the process.

Headteachers/Head of Establishments are responsible for the implementation of this process in their respective areas.

4. Process/Procedure/Guidelines

Definitions

Specific terms are used throughout this document which may have different meanings elsewhere. The definitions for the purposes of this policy are detailed below:

Temporary – means any requirement for work to be done of a known duration and which is not permanent and is expected to last longer than 4 weeks.

Casual – means work which is temporary and is expected to last for 4 weeks or less

These guidelines ensure: -

- good practice
- a fair and consistent approach in the use of temporary contracts within Fife Council Education & Children's Services
- management of staffing requirements in a co-ordinated and structured way
- workers on temporary contracts are not treated less favourably than permanent employees

The SNCT and the Council recognise the important contribution made by temporary workers, many of whom go on to hold permanent contracts. The SNCT and the Council believe that it is essential that temporary workers are treated in the same way as permanent staff and given access to appropriate induction, training and support.

5. Temporary Appointments

There are two situations when a worker may be required to work other than on a permanent basis. These situations are detailed below and apply irrespective of the number of hours worked:

Short term (Casual)

There is no legal or Fife Council policy definition of short-term work; however, for the purposes of this policy, short-term work is defined as work not expected to last longer than 4 weeks.

Normally casual workers may be offered short-term work, generally with little or no notice and usually on a day-to-day basis. In such instances there is no obligation on the Council to provide work or on the casual worker to accept the offer of work.

Whilst it is not possible to list all circumstances the following are examples of occasions where, as a result of the absence of an employee, short-term cover might be carried out by a casual worker:

- In-service training/staff development/working groups
- Discretionary leave (as per policy)
- Paternity/maternity support leave
- Short-term sickness absence
- Trade union duties
- SQA duties
- Children's Panel attendance

All casual workers asked to cover on a short-term basis must be on the register of approved casual workers (supply list) held by the Education & Children's Services. Recruitment to this register will normally be in accordance with the Recruitment & Selection Policy and Procedures for Teachers (LNCT/9). The main stages of the recruitment process are as follows:

1. The Employee Resources Team will accept applications to the register on an ongoing basis. They will acknowledge receipt and advise applicants when the next recruitment exercise will take place. (A recruitment exercise will take place on at least two occasions per academic session.)
2. Selection panels will be established at the appropriate times and will consist of promoted staff within schools.
3. Panel members will meet and then interview short-listed candidates.
4. The Employee Resources Team will inform the successful and unsuccessful candidates of the outcome.
5. The Employee Resources Team will carry out the recruitment checks on successful candidates.
6. The successful candidates are added on to the register of approved casual workers held within the supply messaging system.

Following the generic interview process (held in March each year) successful candidates, for whom there is no suitable vacancy, will automatically qualify for the inclusion on the register. Applications from successful applicants will be accepted and stages 5 and 6 of the above process completed.

All approved casual workers can be sourced through the 'Supply Messaging System' This system holds all the approved workers for teaching.

If it becomes clear that the short-term cover is going to continue for at least a further 4 weeks, the post will normally be advertised, and normal recruitment procedures should be followed. The successful candidate is issued with a temporary letter of appointment and a written statement of terms and conditions of employment as detailed below.

Fixed Term (temporary)

There are only five legal reasons for using a temporary contract. It is important to use the correct description for the temporary contract otherwise the employee may incorrectly gain or lose entitlements to rights such as redundancy pay. The types of contract are listed below:

iii. Additional Work

(In the Education & Children's Services the need for certain kinds of work fluctuates or is uncertain. Fife Council will automatically make job holders permanent if they are employed continuously to do "additional work" for more than two years in the same post.)

2. Specific Task

3. Temporary Funding

4. To Cover Secondment

(These three types of contract have a known end date or event and will never automatically become permanent.)

5. Cover for Permanent Employees

(The contract will end when a known event occurs i.e. when the permanent employee returns. These contracts will never automatically become permanent.)

Again, there is no legal or Fife Council policy definition of short fixed-term work as opposed to longer fixed-term work, however, for the purposes of this policy "fixed-term" is used to describe work that is temporary and is likely to last longer than 8 weeks.

When someone is appointed on a temporary basis to cover for a permanent employee it may be for the following reasons:

- Maternity leave
- Parental leave
- Adoption leave
- Career break
- Long-term sickness absence
- Sabbaticals
- Short-term absence extending beyond 4 weeks and which is expected to continue for at least a further 4 weeks (linked to one of the reasons above)
- Permanent posts becoming vacant which the school would wish to fill on a temporary basis

Normal recruitment procedures as detailed under the Recruitment & Selection Policy must be followed for all staff appointed to a temporary contract.

It is recognised that there may be difficulty in recruiting to a post which is less than full-time equivalent, therefore the following exception to going through the normal advertising process may be utilised in such cases: -

If the position is to last for no more than a full academic year and it falls within the school staffing complement, then staff within the school may be approached to gauge an expression of interest to work these extra hours on a fixed-term basis. All applicants must complete a form as detailed in Appendix 1. If more than one person expresses an interest in the position, then interviews must take place. Appendix 2 should be completed detailing the successful candidate and returned to the Employee Resources Team.

The Employee Resources Team will issue a letter of appointment and a written statement of terms and conditions of employment. These documents will incorporate the reason for being employed, the duration of the contract (with a start and end date) and entitlement to pay and conditions of service. An example is shown in Appendix 3.

If there is doubt about whether a vacancy should be filled on a temporary basis, please discuss with the Employee Resources Team.

6. Transfer of Temporary Teaching Staff to Permanent Staff

Where a teacher has been employed on a temporary basis in one post (or in more than one post) for a continuous period of one year, he/she may apply for a transfer to a permanent position.

The Employee Resources Team will accept such an application in either February or August. The application will not normally be refused if the following conditions are met:-

- (iii) There is evidence of satisfactory teaching service,
- (b) There is a permanent post, for which there is a budget, into which the teacher can transfer

If the above conditions are met, transfer to a suitable and equivalent permanent post will be immediate. If there is no budgeted post available, however, transfer will be to the next available permanent post within that school session.

It is possible that several teachers will wish to seek appointment using this mechanism and that there may be insufficient posts available to accommodate them. Consequently, all teachers who wish to apply for permanent status will be assessed by normal selection procedures (including interview and reference) prior to any appointment being made. These interviews will take place in March and September.

Teachers who meet these selection criteria but to whom the Council is not able to offer a permanent appointment will normally be offered any future vacancy which arises.

All relevant letters are contained in Appendix 4.

The Employee Resources Team will maintain a list of all temporary teachers working for the council together with details of continuous service. The onus will be on the individual teacher to make a request for transfer, either in February or August.

Only periods of continuous employment on temporary contracts will qualify for transfer to the permanent staff of the authority. For the avoidance of doubt, neither probationer service nor

periods of broken service on a supply basis will qualify as continuous service for the purposes of this agreement.

Appointment to the permanent staff of Fife Council, other than as set out in this agreement, will continue to be by way of application and interview. All permanent posts are open to teachers who have achieved the Standard for Full Registration.

Details of all permanent vacancies will be available to all staff as outlined in agreements. Teachers on temporary contracts will be provided with the same access to information on vacancies for permanent posts as is provided to existing permanent post holders. Any temporary or supply teacher wishing to secure a permanent post is encouraged to make application for such posts.

7. Permanent Appointments

All permanent vacancies within Fife Council Education & Children's Services will be advertised in accordance with the Recruitment & Selection Policy and Procedures. Temporary workers will be provided with the same access to vacancy information as is provided to permanent employees. Therefore fixed-term and short-term workers, seeking a permanent post within Fife Council, must apply for any appropriate vacancy advertised.

8. Payment of Salary

Short-Term (casual)

The new start documentation is completed at the time of acceptance on to the register of approved casual workers and is the responsibility of the Employee Resources Team.

The educational establishment is responsible for entering the information through the supply messaging system to ensure the casual worker is paid at the appropriate time. Guidelines are held in the supply messaging system.

Short-term workers who are teachers should normally be paid for the full 7-hour day, on the basis that they carry out the full contractual commitment about preparation and correction. In exceptional circumstances, the full contractual commitment may not be appropriate. If this is the case, there must be prior understanding and agreement before the commencement of the work and a disclaimer should be completed to that effect. Guidelines and Disclaimer Form are included in Appendix 5.

All teachers accrue leave based on 0.338 of a day for each day worked, pro-rata for each part day worked. Holiday pay will be paid to all short-term workers four times a year, usually November, January, May and July. This may vary slightly depending on the main payroll timetable. The holiday payment dates for the full session will be shown on the main payroll timetable.

Temporary

New start documentation should be submitted to the Employee Resources Team. Payment will then be made automatically through the payroll and will equate to the normal working week for that of a permanent member of staff (pro-rata if less than full-time or term-time).

Payment will continue throughout the school holidays and an adjustment will be made to the final salary should the employment end mid way through the year.

9. Sick Pay

Teachers are entitled to sick pay if they have accrued 18 weeks continuous qualifying local authority service.

Continuous service is broken where the time not in work exceeds 7 days including a Sunday through to Saturday.

The normal sickness notification forms should be completed for all workers i.e. permanent, Temporary and short-term (casual).

10. Extending the Temporary Contract

It is reasonable and good practice, to tell a temporary employee as soon as possible if the contract may continue past the expected end date.

A meeting should be held and then followed by submitting the form in Appendix 6 to the Employee Resources Team. The Employee Resources Team will then issue an extension letter to the employee as detailed in Appendix 7.

11. Termination of Temporary Contracts

The law calls ending a temporary employment “a dismissal”. This means that specific steps, required by the Employment Act 2002, have to be followed when ending a temporary contract.

Although this is called “dismissal” it does not mean that the employee has done anything wrong. Employees should be made aware that they understand that we have to use the words ‘dismiss’ and ‘dismissal’ but these have a technical meaning and that the language we have to use is not a criticism of them or their performance.

The Headteacher or member of the Senior Management Team (SMT) who is responsible for recruiting the employee should carry out the dismissal process.

This process is not used for permanent employees, casual workers or to dismiss temporary employees for misconduct reasons. This process must not be used when ending a secondment; unless the person has been seconded from a temporary job and the end of the secondment is also the end of the temporary employment.

When ending a temporary contract applicable for the cover for permanent employees, the Headteacher or a member of the SMT within the establishment must follow the following procedure:

- (iii) Invite the employee, in writing, to a meeting where the termination (dismissal) of temporary contract will be discussed (Appendix 8). Give the employee at least five working days notice of the meeting date.
- (ii) Hold a meeting, at which the employee has the right to be accompanied, to tell the employee that he or she is to be dismissed because the temporary contract is ending. Send a letter confirming the outcome of the meeting and giving the opportunity to appeal (Appendix 9).
- (iii) Send notification of contract ending to Employee Resources (Appendix 6) along with the termination notification and copy of all correspondence.

If the person requests an appeal then the Headteacher, Area Education Officer or a Head of Education & Children's Service's must:

- (i) Invite the employee to an appeal hearing and advise that employee has the right to be accompanied (Appendix 11). The chair of the appeal hearing must be someone other than and usually more senior than the person who held the termination meeting.
- (ii) Confirm the outcome in writing (Appendix 12).
- (iii) Send notification of contract ending to Employee Resources (Appendix 6) along with the termination notification and copy of all correspondence.

These steps must be completed within a reasonable timescale. Where the length of the temporary contract is very short it would be reasonable to use shorter timescales. An appeal may take place after the last day of work if appropriate.

Under the fixed-term Employees Regulations 2002, any temporary contract extending beyond 4 years will be made permanent unless the authority can objectively justify not doing so. The post status will require to be reviewed. Cases of objective justification should be made 6 months before the 4 year threshold and submitted to the Employee Resources Team.

12. Termination of Temporary Contract - Redundancy

For some types of temporary contract the ending of the contract is a redundancy. This applies to the following types of contract.

- (i) Additional Work
- (ii) Specific task
- (iii) Temporary funding

This should not however be treated as a Managing Change situation. It will have been known from the outset that the need for the work was temporary. Temporary employees who are made redundant are entitled to be considered for redeployment.

An employee who has been continuously employed for two years and is dismissed because of redundancy is entitled to a statutory redundancy payment. Note, however, that contracts that are temporary because of additional workload should have been made permanent after two years.

The procedure detailed in Section 11 should be followed and the employee should be issued with the letter as detailed in Appendix 10.

13. Ending the Contract Early

A temporary employee will be given an expected end date in his or her offer letter and written statement of terms and conditions. The expected end date should err on the cautious side. It is easier to extend a contract where a person is needed for longer than to end it early when he or she is needed for a shorter time.

To end the contract early, we are required to serve notice and formally dismiss the employee.

The same procedure as used to end the contract normally should be followed. The first meeting is used to formally serve notice:

- The minimum notice period required will be given in the written statement. A period of notice shorter than this will entitle the employee to pay in lieu of notice.
- The reason for early termination should be given. (For example, a temporary employee is covering maternity leave and the employee on maternity leave returns earlier than expected).

It is good practice to advise the temporary employee as soon as it becomes known that his or her contract will end early.

An employee who wants to end a temporary contract early should resign in writing giving the required period of notice.

14. Appendices

- Appendix 1 Expression of Interest in a temporary fixed-term appointment form
- Appendix 2 Appointment to a temporary fixed-term contract form
- Appendix 3 Letter of Appointment
- Appendix 4a-f Request for Permanent Contract Letters
- Appendix 5 Payment for casual workers disclaimer form
- Appendix 5a Guidelines – Payment for casual workers guidelines
- Appendix 6 Extension or termination of temporary contract form
- Appendix 7 Extension of temporary contract letter
- Appendix 8 Statement of grounds for expiry of contract meeting letter
- Appendix 9 Confirmation of termination from temporary contract
- Appendix 10 Confirmation of termination from temporary contract (Redundancy)
- Appendix 11 Appeal against termination from temporary contract
- Appendix 12 Outcome of appeal against termination from temporary contract



Education & Children's Services

Expression of Interest in a Temporary Appointment

Post : _____

School: _____

Hours: _____

I wish to express interest in the above temporary post.

I understand that expressions of interest in this post are confined to the staff within **[school]**

Name: _____

Signature: _____

Current School: _____

Date: _____



Appointment to Temporary Contract

School/Establishment: _____

Name: _____

Personal No: _____

Start Date: _____

End Date: _____

Post Number: _____

Post Title: _____

Reason Code: _____

Reason: _____

Old Post No: _____

Hours: _____

(only if transfer)

Weekly Working Pattern

Element Code	Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Total Hours

Budget Holder Name: _____

Budget Holder Signature: _____

Date: _____

For Payroll Team Use Only

Grade: _____ SCP: _____ Salary: _____

Entered on System By:

Name: _____ Signature: _____ Date: _____

Employee Resources Team Use Only

Direct Line - «Contact_Name»
«Telephone_No»

Your ref:

Our ref: Educ/ER/

Date: «Date»

Dear

POST TITLE:

POST NO:

OLD POST NO:

PERSONAL NO:

ESTABLISHMENT:

HOURS PER WEEK

On behalf of Fife Council, I am pleased to offer you a temporary contract in Education & Children's Services.

Your salary is «Salary» per annum (**pro rata**) subject to statutory and other deductions as appropriate.

Your appointment is due to «Reason» and should you accept the offer of appointment, your date of commencement will be «Start_Date» and your date of termination «End_Date», or earlier subject to 4 weeks notice. A full statement of terms and conditions of service will follow in due course.

Your Fife Council personal number is required for the payment of your salary and should be taken with you when you start your employment.

If you wish to accept this temporary appointment, please sign and return one copy of this letter to **[name, address]**, Employee Resources Team, Education & Children's Services, Rothesay House, Rothesay Place, Glenrothes, KY7 5PQ.

Yours sincerely

[Name]

[Title]

I confirm that I accept the above temporary appointment on the basis stated and will commence employment on the date agreed.

Name: Date:

Superannuation

You will be automatically superannuated unless you indicate otherwise

Yes No

Do you wish to opt out of the Scottish Teacher's Superannuation Scheme (STSS)

cc: Headteacher, xxxxxx

Direct Line -

Ext -

Email –

Our ref:

Date:

Dear

REQUEST FOR PERMANENT CONTRACT

I refer to your letter dated **[date]** requesting transfer to the permanent staff in accordance with the Code of Practice for Temporary Teachers (LNCT/10).

As detailed in the policy, it is the practice to accept applications at two points within the academic year, namely February and August.

I will hold your application on file and write to you nearer the time to request further information to enable your application to be considered.

Yours sincerely

Direct Line -

Ext -

Email –

Our ref:

Date:

Dear

REQUEST FOR PERMANENT CONTRACT

I refer to your letter dated **[date]** requesting transfer to the permanent staff in accordance with the Code of Practice for Temporary Teachers (LNCT/10).

All requests of this nature are considered by the Education Service on the following basis:

- Employment for a continuous period of one year
- Evidence of Satisfactory teaching service
- Authority needs

In relation to continuous service I have instructed that an employment check be undertaken by members of our Payroll Team. In terms of satisfactory service please request 2 references (one from your most recent Headteacher) and arrange for them to be forwarded to me at Education & Children's Services.

It should be borne in mind that any such transfer will be in accordance with the current vacancies and overall staffing needs of the Service.

I trust this clarifies the current position in relation to your application for transfer to permanent employment with Fife Council. A further letter will follow in due course.

Yours sincerely

Direct Line -

Ext -

Email –

Our ref:

Date:

Dear

REQUEST FOR PERMANENT CONTRACT

I refer to your letter dated **[date]** requesting transfer to the permanent staff in accordance with the Code of Practice for Temporary Teachers (LNCT10).

In accordance with LNCT 10, I confirm that the number of teachers requesting transfer is greater than the number of permanent posts available. Consequently, you will be invited to take part in the normal selection procedures (including interview) prior to any appointment being made. You will be contacted again once the selection process has been set up. However, in the meantime, please complete the attached application form and return it to me.

Should you meet the selection criteria, but Fife Council is not able to offer a permanent appointment at this time, you will normally be offered any future vacancy which arises within the school session.

Yours sincerely

Direct Line -

Ext -

Email

Our ref:

Date:

Dear

REQUEST FOR PERMANENT CONTRACT

I refer to your letter dated **[date]** requesting transfer to the permanent staff in accordance with the Code of Practice for Temporary Teachers (LNCT10).

The Code identifies the criteria to be considered in determining the eligibility for transfer, clearly indicating that this will only take place if specific criteria are met.

Using the criteria outlined, the Education & Children's Services has determined that your request for a transfer to a permanent contract does not meet the terms of LNCT10, as **[reason]**. Therefore transfer will not be carried out at this time.

Should you have any queries regarding the content of this letter please contact the Employee Resources Team on the above number.

Yours sincerely,

Direct Line -

Ext -

Email –

Our ref:

Date:

Dear

REQUEST FOR PERMANENT CONTRACT

PERSONAL NO: «Personal_Number»

HOURS PER WEEK «Hours»

I refer to your letter dated **[date]** requesting transfer to the permanent staff in accordance with the Code of Practice for Temporary Teachers (LNCT/10).

I can now confirm that, with effect from **[date]**, you will be appointed to a permanent teacher post with the authority and will be allocated to «School»

Subsequently you may be required to work at any other place of work within Fife, within reason, as required by the council.

If you wish to accept this offer, **please sign and return the copy letter** to Employee Resources Coordinator, Education Service, Rothesay House, Rothesay Place, Glenrothes, KY7 5PQ.

Yours sincerely

Direct Line -

Ext -

Email –

Our ref:

Date:

Dear

REQUEST FOR PERMANENT CONTRACT

PERSONAL NO: «Personal_Number»

HOURS PER WEEK «Hours»

I refer to your letter dated **[date]** requesting transfer to the permanent staff in accordance with the Code of Practice for Temporary Teachers (LNCT10).

Following the selection process I can confirm that you meet the selection criteria, but Fife Council is not able to offer a permanent appointment at this time.

Your details will be held on file by the Employee Resources Team and you will be contacted should a permanent vacancy arise within this school session.

Yours sincerely

Education & Children's Services

Payment for Temporary Teachers

This proforma must be used to record when a temporary teacher has agreed to work less than the normal 7-hour day.

Name of temporary teacher Date

Agreement has been reached that I will work for hours and minutes

..... on the date specified above.
(Name of school)

Signature Date

Headteacher/ Date
Nominee

To All Schools/Educational Establishments

PAYMENT FOR TEMPORARY TEACHERS

Previous guidance in relation to SNCT/26 was issued to schools on 14 April 2004 and 24 August 2004. The advice which follows is designed to supplement previous guidance and to provide further clarification. The following general principles have been agreed with the Teaching Trade Unions at the JCG meeting on Tuesday 5 October 2004.

General Principles:

- a) The general expectation is that temporary teachers undertake the full range of teacher duties given that a full day's work will equate to 7 hours. This will be spelt out in future recruitment/contractual documentation.
- b) Headteachers, or an appropriate promoted member of staff, must maintain an overview to ensure that each teacher is kept informed of the requirements in relation to class contact time, preparation/correction time and collegiate time, and how the school will provide the opportunity to fulfil these requirements. To ensure the continuity of education it will be normal practice to provide a record of work undertaken.
- c) The above information will be conveyed to the teacher prior to engagement.
- d) If the temporary teacher states he/she cannot do the full preparation and correction time, he/she will be paid only for the hours actually worked. In any situation where less than 7 hours is to be paid, a copy of the attached pro-forma must be completed when the temporary teacher reports for work.
- e) Where less than 7 hours is to be paid, this arrangement must be reviewed after a temporary teacher has worked for more than 2 consecutive days. Any such change in the arrangement should be agreed between the Headteacher/nominee and temporary teacher before the teacher is engaged for a third day.

- f) As with permanent staff, tasks that do not require to be undertaken in school may be carried out a time and place of the teacher's choosing. The assumption is that the full range of tasks is undertaken, not that there is an attendance in school for 7 hours.

IAN ROBERTSON
Senior Manager (Resources)

Direct Line -

Our ref:

Date:

Dear

POST TITLE: [Post title]

POST NO: [Post No]

STATEMENT OF GROUNDS FOR EXPIRY OF CONTRACT: MEETING

I am writing to remind you that your temporary contract with us is about to end.

Insert a personalised paragraph here thanking the employee for his or her contribution. (E.g: *During the past [duration] I have been pleased by...*)

You are invited to attend a meeting with me on **[meeting date]** at **[location]** to discuss the details of this termination. You should raise any relevant matters with me at this meeting. Your temporary employment with Fife Council is due to end on **[end date]**

The grounds for this action are that you were appointed to **[original reason for temporary contract]** confirmed in the letter of appointment dated **[date]** and **[confirmation that event has taken place e.g. X has returned from maternity leave/ a period of illness/ completion of the project]**

You should take all reasonable steps to attend the meeting, which I have arranged during your normal working hours. You have the right to be accompanied at the meeting by a fellow worker or trade union official. If you wish to be accompanied, you should strive to ask someone to attend who is available on the date and time given. If your companion cannot attend on the proposed date please advise me of alternative dates no more than 5 working days after **[original date]**. Please also let me know the name of your companion and if they require time off to accompany you.

I regret that ending your temporary contract in this way may seem unnecessarily formal and complicated. However the Employment Act 2002 requires that a temporary contract has to be ended by dismissal and a meeting held to give you the opportunity to raise any points in terms of the grounds for this. This letter and our meeting are to meet these requirements.

When you are dismissed at the end of a fixed-term appointment, the dismissal is only from this temporary post and if you were previously on the supply list, you will remain so.

Following the meeting, and taking account of any matters you have raised, I shall confirm my decision.

Yours sincerely

[Name]

[Title]

cc: Employee Resources Team
Employee Representative



Education & Children's Services

Extension to Temporary Contract

School/Establishment: _____

Post : _____

Post Number: _____

Hours: _____

Name: _____

Personal No: _____

The above noted contract has been extended to **[Date]**. The reason for this extension is **[Reason]**.

Termination of Temporary Contract

The above noted contract is being terminated on **[End Date]**. The reason for this termination is **[End Reason]**.

Budget Holder Name: _____

Budget Holder Signature: _____

Date: _____

Employee Resources Team Use Only

**Direct Line - «Contact_Name»
«Telephone_No»**

Your ref:

Our ref:

Date: «Date»

Dear

POST TITLE:

POST NO:

PERSONAL NO:

ESTABLISHMENT:

HOURS PER WEEK

On behalf of Fife Council, I confirm that your temporary appointment is being extended due to **[reason]**.

All other terms and conditions associated with this post, as detailed in the appointment letter dated **[original letter date]** remain unchanged.

Your employment will now be terminated on **[new date]**, or earlier, subject to **[number]** weeks notice.

If you wish to accept this extension to your employment please sign and return one copy of this letter to **[Name, Address]** and retain the other copy for your information.

Yours sincerely

[Name]

[Title]

I confirm that I accept the extension to my employment on the basis stated.

Signed: Date:

cc: Headteacher, xxxxxx

Direct Line -

Your ref:

Our ref:

Date:

Dear

POST TITLE:

POST NO:

PERSONAL NO:

ESTABLISHMENT:

HOURS PER WEEK

CONFIRMATION OF TERMINATION (DISMISSAL) FROM TEMPORARY EMPLOYMENT

As you know your temporary contract with us is about to end. I held a meeting on **[meeting date]** at **[time]** in **[location]** to discuss the grounds for ending your temporary contract of employment.

- a) *Although you did not attend I had to reach a decision (see footnote below)*
- b) *At the meeting you did not raise any points about the grounds for the decision.*
- c) *At the meeting you raised a number of points which I have considered.*

Having taken account of the information available I am now writing to confirm that your temporary employment with Fife Council

- a) *to cover the sickness absence/maternity leave (or other reasons in Section 5)*

will terminate with effect from **[date]** because the need for cover will end from then.

¹ Use either a), b) or c) depending on the outcome of the meeting.

Employment references will be provided for potential employers. I would encourage you to contact the Opportunity Centre where an Advisor can provide further support and advice. A letter for this purpose is attached.

You have the right of appeal against your dismissal if you believe the need for the temporary work has not ended as detailed above. To lodge an appeal you must write to **[name of Headteacher, Area Education Officer or Head of Service]** who will arrange for the appeal to be heard within the Service. If you decide to appeal you must write within 5 working days of receipt of this letter with the following information:

1. Your name
2. Your workplace and job title
3. Your employee (payroll) number
4. The date of our meeting i.e. **[meeting date]**
5. The grounds on which you are appealing

Please note that you must give reasons for your appeal. If you do not give reasons your appeal may not be considered “competent”. This would mean that your appeal would not go ahead.

I would like to thank you for your service to the Council and wish you well for the future.

Yours sincerely

[Name]

[Title]

cc: Employee Resources Team
Employee Representative

Direct Line -

Your ref:

Our ref:

Date:

Dear

POST TITLE:

POST NO:

PERSONAL NO:

ESTABLISHMENT:

HOURS PER WEEK

CONFIRMATION OF TERMINATION (DISMISSAL) FROM TEMPORARY EMPLOYMENT

As you know your temporary contract with us is about to end. I held a meeting on **[meeting date]** at **[time]** in **[location]** to discuss the grounds for ending your temporary contract of employment.

- d) *Although you did not attend I had to reach a decision (see footnote²below)*
- e) *At the meeting you did not raise any points about the grounds for the decision.*
- f) *At the meeting you raised a number of points which I have considered. Your point/s and my response/s are noted below: **[in detail]***

Having taken account of the information available I am now writing to confirm that your temporary employment with Fife Council will terminate with effect from **[date]**. The reason for your contract ending will be:

- a) *the work you were employed to do as **[post]** to cover the **[period]** is no longer required*
- b) *the work you were employed to do as **[post]** is now completed*

² Use either a), b) or c) depending on the outcome of the meeting.

c) the funding for the **[project]** is to be discontinued

This is technically “a redundancy”. Until your employment ends I will be exploring alternative employment for you within the Council using the redeployment policy. If suitable alternative employment is not found your employment will end on **[date]**.

a) As you have not been continuously employed for 2 years you are not entitled to a redundancy payment

b) As you have been continuously employed for at least 2 years, i.e. since **[date]**, you are entitled to a redundancy payment. In order to have your payment processed you are required to sign and return redundancy forms that will be sent to you in due course.

Please contact **[Name, Title]** if you require assistance with the redeployment process. Employment references will be provided for potential employees. I would also encourage you to contact the Opportunity Centre where an Advisor can provide further support and advice. A letter for this purpose is attached..

You have the right of appeal against your dismissal if you believe the need for the temporary work has not ended as detailed above. To lodge an appeal you must write to **[Headteacher, Area Education Officer or Head of Service]** who will arrange for the appeal to be heard within the Service. If you decide to appeal you must write within 5 working days of receipt of this letter with the following information:

6. Your name
7. Your workplace and job title
8. Your employee (payroll) number
9. The date of our meeting i.e. **[meeting date]**
10. The grounds on which you are appealing

Please note that you must give reasons for lodging your appeal. If you do not give reasons your appeal may not be considered “competent”. This would mean that your appeal would not go ahead.

Yours sincerely

[Name]

[Title]

cc: Employee Resources Team
Employee Representative

Direct Line -

Your ref:

Our ref:

Date:

Dear

POST TITLE:

POST NO:

APPEAL AGAINST TERMINATION (DISMISSAL) FROM TEMPORARY

EMPLOYMENT

Thank you for your letter dated **[date]** appealing against the ending of your temporary contract. You have appealed against the decision of **[name of line manager]** that your temporary contract be terminated on **[date]** because **[reason]**.

The reason(s) for your appeal are that **[in detail]**.

Please attend a meeting with me on **[date and time]** at **[location]** when I will hear your appeal. You should raise any relevant matters with me at this meeting. Please bring any documents to which you will be referring.

You should take all reasonable steps to attend the meeting, which I have arranged during your normal/previous working hours. **[Name of Line Manager]** will also attend.³ You have the right to be accompanied at the meeting by a fellow worker or trade union official. If you wish to be accompanied, you should strive to ask someone to attend who is available on the date and time given. Please also let me know the name of your companion and if he or she requires time off to accompany you. If your companion cannot attend on the proposed date please advise me of alternative dates no more than 5 working days after **[original date]**

Following the meeting, and taking account of any matters you have raised, I shall confirm my decision in writing.

Yours sincerely

[Name]

[Title]

³ The dismissing line manager does not automatically have to attend. Only include this sentence if appropriate.

C.c. Employee Resources Team
Employee representative

Direct Line -

Your ref:

Our ref:

Date:

Dear

POST TITLE:**POST NO:**

**OUTCOME OF APPEAL AGAINST TERMINATION (DISMISSAL) FROM
TEMPORARY EMPLOYMENT**

I held a meeting on **[date and time]** at **[location]** to discuss your appeal against the reasons for terminating your temporary contract of employment.

- a. *Although you did not attend/submit any additional information I required to reach a decision (see footnote ⁴ below)*
- b. *Thank you for attending the meeting. You did not raise any points in terms of the grounds for the decision.*
- c. *Thank you for attending the meeting. You raised a number of points which I have considered. Your point(s) and response(s) are noted below **[in detail]**:*

Having taken account of the points raised at the appeal meeting my decision is to confirm that your temporary employment is terminated with effect from **[date]**

The grounds for my decision are that **[reasons in detail]**.

Yours sincerely

[Name]**[Title]**

C.c. Employee Resources Team

Employee representative

⁴ Use either a, b or c depending on the outcome of the meeting.