



Fixed Term and Temporary Contract Policy

September 2021 (Version 1.0)

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Document Control

Changes History

Version	Date	Amended by	Recipients	Purpose
1.0	May 2021	Adelle Pope	All Plymouth CAST Employees	New policy

Approvals

This policy requires the following approvals:

Board	Chair	CEO	Date Approved	Version	Date for Review
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	July 2021	1.0	September 2023

National/Local Policy

☐ This policy must be localised by Academies

☒ This policy must not be changed, it is a CAST/National Policy (only change logo, contact details and any yellow highlights)

Position with the Unions

Does the policy require consultation with the National Unions under our recognition agreement? ☒

Yes ☐ No ☐ If yes, the policy status is: ☒ Consulted and Approved ☐ Consulted and Not Approved

☒ Awaiting Consultation

Distribution

This draft document has been distributed to:

Position	Date	Version
All CAST Central employees, CAST Headteacher, CAST Directors, JCC	September 2021	1.0

1. Vision and Values

- 1.1. Plymouth CAST is a multi-academy trust of Catholic schools which is part of the mission of the Catholic Church dedicated to human flourishing and the building of a kingdom of peace, truth and justice. The Trust is to be conducted in all aspects in accordance with canon law and the teachings of the Roman Catholic Church and at all times to serve as a witness to the Catholic faith in Our Lord Jesus Christ.
- 1.2. Our vision and values are derived from our identity as a Catholic Trust. Central to our vision is the dignity of the human person, especially the most vulnerable. Our academies are dedicated to providing an education and formation where all our pupils and young people flourish in a safe, nurturing, enriching environment. All governors in our academies are expected to be familiar with the vision, mission, values and principles of the Trust and not in any way to undermine them. They should support and promote the vision and conduct themselves at all times in school and on school business according to the vision and principles of the Trust
- 1.3. Plymouth CAST expects all its employees to recognise their obligations to each school within the Multi-Academy Trust, the public, pupils and other employees and to provide consistently high standards of education and performance at all times and in accordance with Plymouth CAST's vision, mission and principles.

2. Scope

This policy applies to all staff employed by Plymouth CAST on a fixed term or temporary basis.

3. Purpose

- 3.1. The Trust recognises the valuable contribution every employee makes and is committed to ensuring those employed on fixed term and temporary contracts are not treated less favourably than permanent employees, unless circumstances objectively justify a different approach.
- 3.2. The Fixed term Employees (Prevention of Less Favourable Treatment Regulations 2002) provide fixed term or temporary employees important rights that impact the use of such contracts which include:
 - The right not to be treated less favourably than a comparable employee on a permanent contract in respect of pay, contractual terms and conditions, the opportunity to receive training or be subjected to any other detriment on grounds of status as a fixed term or temporary employee.
 - The right to a statutory redundancy payment where the reason for the expiry [i.e. dismissal] of a fixed term or temporary contract is due to redundancy. This does not normally apply if the dismissal is for 'some for other substantial

reason' (e.g. brought in to provide temporary cover, normally for less than 2 years).

- Limiting the use of successive fixed term contracts to no more than 4 years, after which a fixed term or temporary contract should become permanent, unless the continued use of a fixed term contract can be justified on objective grounds.
- The right to be informed and have access to information regarding permanent employment opportunities within the organisation

4. General Principles

- 4.1. A fixed term contract is normally issued when the end date or length of the contract is known, for example, where an employee has been brought in to complete a specific project.
- 4.2. A temporary contract is normally issued when the end date or length of the contract is unknown, for example, covering for sickness absence and the duration of which is unknown however, the contract should indicate the anticipated duration.
- 4.3. The opportunity for a fixed term or temporary contract will generally be identified by the line manager.
- 4.4. Any requests for a new fixed term or temporary contract should be made through the staff authorisation process.
- 4.5. Employees will be managed in line with Plymouth CAST policies such as absence management, pay policy, family friendly etc.
- 4.6. Employees will have the right not to be selected for redundancy if the principle reason for selection is that the employee is on a fixed term or temporary contract.

5. Equal Opportunities

- 5.1. The fixed term and temporary contract policy must always be applied fairly and in accordance with employment law and Plymouth CAST Equal Opportunities Policy.

6. Responsibilities

6.1. Line Managers

- 6.1.1. Line managers will ensure there is appropriate approval to recruit, in line with the staff authorisation process.

- 6.1.2. Line managers will ensure there is a justifiable reason for appointing to a post on a fixed term or temporary basis and will ensure the individual is fully aware of the reasons behind the nature of their contract.
- 6.1.3. Line managers will ensure the dismissal process is followed when ceasing or not renewing a fixed term or temporary contract.
- 6.1.4. Line managers must implement this policy fairly and equitably with their employees.
- 6.1.5. Line managers must seek clarification and support in the application of this policy as and when required.
- 6.2. Employees
 - 6.2.1. Employees will ensure they have a clear understanding of the fixed term and temporary nature of their employment and the reasons for this.
 - 6.2.2. Employees will not expect to have their contracts extended beyond the anticipated end date, unless they receive formal confirmation of this.
 - 6.2.3. Employees should raise any issues relating to their fixed term or temporary employment and any perceived less favourable treatment to their line manager, or HR, at the earliest opportunity.
 - 6.2.4. Employees will attend meetings as required in relation to their fixed term or temporary contract, noting their right to be accompanied by a trade union representative or workplace colleague where applicable.
- 6.3. HR and School Business Managers
 - 6.3.1. HR will ensure contractual documentation is provided outlining the type of contract and where possible the anticipated end date.
 - 6.3.2.** HR and School Business Managers will advise line managers in the application of this policy.

7. Difference between a fixed term and temporary contract.

- 7.1. A fixed term contract will be issued to an employee when the end date of the contract or duration of the contract is known. Where possible the contract must state clearly the reason for the fixed term status to establish those specific elements of the role which could attract a redundancy payment; or whether the role is to provide cover.
- 7.2. A temporary contract will be issued to an employee when the end date or length of the contract is unknown; however, the contract will indicate the anticipated length of

the contract. Where possible the contract should also state the reason for the temporary status.

7.3. When on a fixed term or temporary contract for the following reasons, the employee may be eligible to a redundancy payment when they have more than 2 years continuous service:

- The completion of a specific task, such as project work that is dependent on external funding and the post will end once the funding ceases or no further funding can be found.
- The completion of a specific task which is then completed.
- The employee is recruited to provide additional staffing and the provision of services reduces or ceases.

8. The use of fixed term and temporary contracts

Fixed term or temporary contracts will generally be offered where:

- It is known in advance that a particular role will come to an end on a specific date
- The employment is for the purposes of completing a particular task
- The employment is for the purpose of replacing an employee who is to be absent from work for a period of time i.e. maternity leave or long term sickness
- The post is dependent on external funding and it is thought likely that the funding will be available for only a temporary period of time.

8.1. Advertising a fixed term or temporary contract

8.1.1. When advertising a fixed term or temporary contract the advert must specify the length of the appointment (where this is known) and the purpose of the contract.

8.2. Filling a vacancy which a fixed term or temporary employee is covering.

8.2.1. Should a fixed term or temporary post become possible to fill on a permanent basis, where suitable, the post should be offered to any employees who meet the 'At risk' criteria.

8.2.2. If there are no permanent employees 'At risk' then the current fixed term or temporary post-holder would be offered a permanent contract providing the following conditions are met;

- They have 24 months or more continuous service, and
- they were subject to an appropriate recruitment process for that specific post at the outset and
- that the individual wants to be considered for a permanent position.

If the above conditions have not been met, the post should be advertised.

The line manager should meet with the fixed term or temporary employee to

inform them the post will be advertised. Should they be unsuccessful at interview, the dismissal process outlined in this policy should be followed.

8.3. Terms and conditions

8.3.1. Any employee on a fixed term or temporary contract will be entitled to terms and conditions of employment that are no less favourable than the terms and conditions for a comparable permanent employee, unless there is an objective reason for offering different terms.

8.3.2. A comparable permanent employee is someone who is a Trust employee, in the same or similar role.

8.4. Permanent vacancies

8.4.1. Employees on a fixed term or temporary contract will be encouraged to apply for permanent vacancies and will have access to all available vacancies as they arise across the Trust.

9. Extending a fixed- term or temporary contract

9.1. Deciding to extend a fixed term or temporary contract.

9.1.1. The decision to extend a fixed term or temporary contract sits with the line manager with the support of their School Business Manager where appropriate, as they are able to assess the impact on their School/departments budget and the need for extension.

9.1.2. If it is decided that an extension is required, a request should be made through the staff authorisation process. This process should start around 6 to 8 weeks prior to the anticipated end date of the employee's contract.

- This will provide line managers with appropriate time to make alternative arrangements should the staff authorisation request be rejected.
- This will also allow line managers time to recruit into the post if the current post-holder chooses not to accept the offer of an extended contract.

9.1.3. If approved, an online payroll form should be completed to ensure HR can notify the employee of the extension in writing, detailing the changes to their end date.

9.1.4. If rejected, the dismissal process outlined within this policy should be followed.

9.2. Continuous service

- 9.2.1. When a fixed term or temporary contract is extended, all continuous fixed term or temporary periods of employment with the Trust will count towards an employee's continuous service.
- 9.2.2. Where an employee has been continuously employed under one or more fixed term or temporary contract for a period of four years, their contract will become permanent unless the line manager/Trust can demonstrate the use of a fixed term contract is objectively justified.

10. Terminating a fixed term or temporary contract

- 10.1. The termination or non-renewal of a fixed term or temporary contract beyond its expiry date is regarded as dismissal under the Employment Rights Act 1996. Employees have unfair dismissal rights after being employed for 2 years or more. Those with under 2 years' service do have the right to bring forward a claim for discrimination if the reason for dismissal is not fair.
 - 10.1.1. Fixed term contracts will generally end automatically when they reach their agreed end date.
 - 10.1.2. Line Managers and School Business Managers should have an awareness of which staff they have on fixed term and temporary contracts. If any support or guidance is required on this, details can be found on the payroll portal or by contacting HR.
 - 10.1.3. Line Managers and School Business Managers should ensure they manage the ending of a fixed term and temporary contract in line with the Plymouth CAST guidance document on fixed term and temporary contracts.
- 10.2. Where a fixed term or temporary contract is brought to an end earlier than the stated expiry date, the employee will be eligible to the appropriate notice. Line managers must ensure their contracts allow for an early termination if this may be required.
- 10.3. The employee must be met with and informed in writing that their fixed term or temporary contract will not be renewed. Please refer to the Plymouth CAST guidance on fixed term and temporary contracts for further details on the process and template letters to be used.
- 10.4. For any meetings in relation to the ending of the fixed term or temporary contract, the employee must be provided with at least 5 working days' notice, and that they have the right to be accompanied by a recognised trade union representative or workplace colleague.
 - 10.4.1. Where the intention is to end a fixed term or temporary contract, the line managers must;
 - Demonstrate the reason for dismissal.
 - Take steps to ensure the dismissal is fair and reasonable.

- Take care not to allow a fixed term contract to come to an end, then engage with someone new to do the same role.
- Establish whether the employee is entitled to redundancy payment.
- Ensure the employee is aware of and has access to suitable vacancies within the School/Trust and that they are supported with redeployment if required.
- Ensure the employee receives adequate written notice in line with the Plymouth CAST guidance on fixed term and temporary contracts.

10.4.2. Dismissal due to the expiry of a fixed term or temporary contract will generally be deemed as fair provided that;

- The contract was initially established for a genuine purpose;
- The purpose of the contract and the reason for it being fixed term were known by the employee and;
- The underlying purpose of the contract has ceased to be applicable.

11. Reasons for dismissal

11.1.1. The reason for dismissal will be due to either:

- Redundancy; where the requirement for the work to be undertaken has ceased or diminished.
- Some other substantial reason; for example, if the employee was brought in to cover a short period of absence and the substantive postholder has returned to work.

11.1.2. Examples of fixed term or temporary employment ending due to redundancy include but are not limited to;

- An employee being recruited to carry out the completion of a specific task, such as project work that is dependent on external funding and the post will end once the funding ceases, and no further funding can be found.
- An employee being recruited to provide additional staffing and the provision of services reduces or ceases.

11.1.3. Examples of fixed term or temporary employment ending due to some other substantial reason include but are not limited to;

- An employee being recruited to provide cover for adoption/maternity/parental leave until the post holder returns to work.
- An employee being recruited to cover secondment of a substantive post-holder.

- An employee being recruited to provide cover for long-term sickness absence until the absent employee returns to work.

In such circumstances an employee isn't usually entitled to redundancy payment as these would normally be short term solutions. However, if an individual is employed for more than 2 years their entitlement to redundancy changes.

12. Redundancy payment

- 12.1.1. Employees dismissed on the grounds of redundancy will be entitled to a redundancy payment providing they have at least 2 years continuous service with the Trust or related employers as listed under the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 and subsequent amendments.
- 12.1.2. If the employee has been offered a suitable alternative post to mitigate the need of redundancy and they choose to decline the offer, the entitlement to a redundancy payment may be lost.

13. Further Guidance for ending fixed term or temporary contracts.

End of fixed term or temporary contract meetings

- 13.1.1. The purpose of these meetings is to provide assistance and support to the employee to and manage their expectations on the likelihood of their contract being ended or extended. These meetings must be held in a supportive manner.
- 13.1.2. Where possible line managers should do all they can to support employees on a fixed term or temporary contract secure alternative suitable employment either within the School, or another suitable location within the Trust.

14. Appeal

- 14.1. Employees wishing to appeal the decision to end their fixed term contract should do so in line with the Plymouth CAST Grievance policy.

15. Review

- 15.1. The content of this policy and procedure may be subject to revision from time-to-time following consultation with the recognised trade unions.

Date	Page	Details of the change	Agreed by

15.2. History of changes

Policy to be reviewed by the Plymouth CAST Board in consultation with the JCC on the relevant review date or when legislation changes or operational reasons arise.