



FALKIRK COUNCIL

**TEMPORARY
EMPLOYMENT
POLICY**



February 2010

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PART 1

1. POLICY STATEMENT

Falkirk Council aims to recruit and retain high calibre employees to enable them to provide quality services to the population of the Falkirk area.

The Council recognises the need to appoint temporary employees from time to time to support and maintain effective service provision. This policy is intended to assist in the recruitment and management of temporary employees and to ensure a consistency of approach in the use of temporary employment throughout Falkirk Council.

PART 2

1. INTRODUCTION

The aim of this policy is to:

- ensure that temporary employees are recruited in line with the Council's Recruitment & Selection and Equal Opportunities Policies;
- comply with legislation including the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (as amended 2008) and the Employment Rights Act 1996;
- ensure that managers adopt a fair and consistent approach to the management of temporary employees; and
- provide a framework for monitoring and reviewing temporary contracts.

2. SCOPE

This policy applies to all temporary workers within Falkirk Council with the exception of:

- Apprentices
- Agency workers; and
- Individuals employed on Government or European Community schemes, designed to provide them with training or work experience for the purpose of assisting them to seek or obtain work.

This Policy refers to other policies and procedures of the Council, including Recruitment & Selection Procedures, Casual Employment Guidelines, Equal Opportunities Policy, Disciplinary Policy and Code of Practice, Grievance Policy, Dignity at Work Policy and Health & Safety policy.

3. DEFINITION

A temporary employee is an employee who is employed on a contract intended to terminate:

- On the expiry of a specific term (e.g. week, month etc);

- On the completion of a particular task/ project;
- On the occurrence or non-occurrence of a specific event e.g. employee returning to work from maternity leave.

Within Falkirk Council, there are a variety of circumstances where temporary employment may be regarded as appropriate, including the following:

- The funding of the post is of short term duration;
- The post is for a specific project, contract or event (e.g. to cover absence);
- The post is to provide a secondment or development opportunity;
- The post is required to cover peaks in service delivery or seasonal requirements; or
- Pending a re-structuring exercise or in relation to other reviews.

This list is not exhaustive. It should be noted however that temporary employment should not be used to create a 'trial' or 'probation' period for an individual employee.

4. TERMS AND CONDITIONS

4.1 Temporary employees are entitled to the same terms and conditions of employment as similar postholders on permanent contracts, subject to any length of service qualifications. Some of the main terms and conditions are outlined below.

4.2 ANNUAL LEAVE / PUBLIC HOLIDAY ENTITLEMENT

Temporary employees are entitled to accrue annual leave from the date of their appointment. Annual leave for SJC employees will be pro-rated to hours worked and to the actual length of the employee's temporary contract as per Appendix A attached. A total of 8 days per year are recognised as public holidays pro-rata to actual length of temporary contract. Annual leave for term-time employees will be calculated pro-rata to actual weeks worked during the school period and public holiday entitlement. This should only be taken during the school holiday period. All teachers and music instructors will accrue paid leave on the basis of 0.3385 of a day for each day worked in the school session.

4.3 NOTICE

FROM FALKIRK COUNCIL

The minimum periods of notice the Authority must provide to a temporary employee on terminating their contract are:

Continuous Service	Period of Notice
Up to 1 month	NIL
1 month but less than 2 years	1 week
2 years or more	1 week for every year of employment up to a maximum of 12 weeks.

FROM EMPLOYEES

Where a temporary employee is employed on a contract of less than 3 months duration they must provide one week's notice on resigning from their post. For contracts of more than three months duration, the notice period required is:

Craft 1 Week

SJC 4 weeks (or as otherwise specified in their contract)

Teachers The minimum period of notice to terminate employment to be given by a teacher on the Common Scale, a Senior Teacher or an assistant adviser, adviser or educational psychologist shall be 4 weeks, and by all other teachers, advisers and educational psychologists 8 weeks.

4.4 DISCIPLINE, GRIEVANCE & CAPABILITY

Any breach of conduct should be dealt with under the Council's Disciplinary Policy and Code of Practice. Equally, any temporary employee has the right to raise a grievance under the Council's Grievance Policy or Dignity at Work Policy.

Similarly, capability issues should be dealt with in line with the Council's Capability Procedures. However, in managing such capability issues, consideration will be given to the duration of the employee's temporary contract when establishing review timescales etc.

4.5 LEARNING & DEVELOPMENT

In line with the Council's Learning and Development Policy, temporary employees should not be excluded from training simply because of their employment status. They should be given access to Training and Development opportunities and receive one-to-one or supervision meetings in accordance with the arrangements in place for any permanent employee. Depending upon the duration of the temporary contract, it may also be appropriate for the employee to have an up to date Training Needs Analysis or Personal Development Plan, particularly if the contract is likely to last for one year or more.

4.6 PERMANENT VACANCIES / PROMOTION

Temporary employees should be made aware of any vacancies which arise, including promoted posts, and be given the opportunity to apply for such vacancies. It is recognised that they will normally be able to identify any suitable vacancies via the Council's Internal Vacancy Bulletin/ Intranet and every effort should be made to ensure that this is available at every Council location. All recruitment exercises should be conducted in line with the Council's Recruitment & Selection and Equal Opportunities Policies.

4.7 HEALTH & SAFETY

Temporary employees should receive relevant information, instruction, training, supervision and Personal Protection Equipment as is necessary to enable them to carry out their duties safely in line with the Council's Health & Safety Policy.

5. RECRUITMENT & SELECTION

All temporary posts should be advertised and recruited to in line with the Council's Recruitment and Selection and Equal Opportunities Policies. In Service areas where there is a frequent requirement for short term appointments at little notice, consideration should be given to creating a casual pool to allow appropriate cover arrangements to be put in place whilst a temporary vacancy is advertised and recruited to. Any casual appointments should be made in line with the Council's Casual Employment guidelines and as such, should be for a continuous period of no more than 8 weeks.

The creation of new temporary posts requires to be approved in line with the Council's Standing Orders and Financial Regulations.

An offer of temporary employment must only be made following satisfactory health and other pre-employment checks e.g Disclosure, references etc, in accordance with the Recruitment and Selection Policy.

The letter of appointment issued (Appendix B) should detail the likely duration of the period of employment and/ or the event that will bring about the termination of the contract. This information should also be recorded on the new appointment form, completed on-line. This information will be recorded for the purposes of monitoring and also used to issue the employee's written statement of terms and conditions of employment.

Any subsequent changes to the contractual status of the employee should be notified using HR2- Notification of Change form which is available on-line and should be confirmed in writing to the employee.

Human Resources will provide reports to Services on a regular basis to assist in monitoring temporary contracts. Please note that Payroll are not authorised to and will not make payment beyond the latest notified temporary contract end date. Services must ensure that appropriate contracts and paperwork are in place to avoid salary overpayments or underpayments.

6. MONITORING

6.1 Given the different employment rights which become available to temporary employees depending upon their length of continuous service, temporary contracts should not run indefinitely without review. Service Managers are therefore responsible for ensuring that temporary contracts are reviewed on an ongoing basis by obtaining regular reports, detailing:

- employee's length of service in post;

- employee's overall length of continuous service (including employment with any other Local Authority or relevant employer where there has been no break in Service);
- the date the contract is set to be reviewed/ end; and
- the purpose of the temporary contract.

The duration of an employee's temporary employment can have an impact on their employment rights and this should be considered when monitoring temporary employment as detailed below. In any event it is important to communicate with the employee concerned and keep them informed.

6.2 CONTINUOUS EMPLOYMENT OF UP TO 2 YEARS DURATION

Where a temporary contract, or successive contracts, run for a period of one year or more, the employee may be entitled to claim unfair dismissal. When terminating contracts of up to 2 years, any employee with one years continuous service or more should be issued with a written statement of dismissal (see Appendix C). Where the dismissal is for conduct or capability reasons, this should be managed in line with the Council's Disciplinary or Capability Policy respectively.

6.3 CONTINUOUS EMPLOYMENT OF MORE THAN 2 YEARS DURATION

Where an employee is employed on a temporary contract, or successive temporary contracts, for a continuous period of 2 years or more, a redundancy payment may be payable on terminating their employment. In such circumstances, advice should be sought from the Service Human Resources Adviser and redeployment considered in line with the Council's Rehabilitation and Redeployment Policy. Consideration should be given to this, in consultation with the employee, as soon as it is evident that the contract will not be renewed or at least one month in advance of the expiry of the employee's temporary employment. The redeployment search undertaken will not extend beyond the expiry date of the employee's current temporary contract.

Where an employee's contract is terminated in such circumstances, the employee should be issued with a written statement of dismissal (Appendix C).

6.4 CONTINUOUS EMPLOYMENT OF MORE THAN 4 YEARS DURATION

Where a temporary employee is employed for a continuous period of 4 years as, they will be entitled to apply in writing to their Head of Service to automatically acquire permanent status under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations.

When a temporary employee attains 3 years' service, consideration should be given to whether the requirement for this post is likely to extend beyond 4 years. The post should not automatically be offered to the existing postholder. Where a post is to be made permanent, this must be approved in line with standing orders and arrangements made for the post to be added to or amended on the permanent establishment through the completion of an on-line New Post ID request. Once approved, arrangements may be

made for the post to be filled, taking into consideration any other suitably qualified candidates currently being managed under the Council's Rehabilitation and Redeployment Policy together with the existing postholder.

If there is no longer a requirement for the post, redeployment opportunities should be explored in line with the Council's Rehabilitation and Redeployment Procedure. This redeployment search should commence in advance of the end of the temporary contract and will normally last a maximum of 12 weeks. Where redeployment is not possible, consideration should be given to whether a redundancy payment is appropriate. This should only be considered in consultation with the employee concerned and their representative following discussion with the Head of Human Resources. If this is the case, the employee's contract is terminated in such circumstances and a written statement of dismissal should be issued (Appendix C).

It is anticipated that periodic reports on the number of temporary contracts issued, the reasons for this and length of contract will be discussed at Service Based Forums.

N.B. For the purposes of monitoring the use of temporary contracts, continuous employment is not broken unless there is a break of more than one week (running Sunday to Saturday). Consecutive temporary contracts are treated as one period of continuity of employment (e.g. six consecutive six month contracts equals three years' continuous service). It should also be noted that breaks such as school holidays may be regarded as temporary cessations of work and may not break continuity of Service e.g. consecutive August-June term-time contracts may not break continuity of service during summer holiday periods. In such circumstances, advice should be sought from the Service Human Resources Adviser as to whether service would be regarded as continuous.

7. RENEWAL OF TEMPORARY CONTRACTS

If a post covered by a temporary appointment is approved to be extended, the current postholder's contract will normally be renewed. The post would only require to be advertised where:

- there has been a significant change in the duties and responsibilities of the post;
- the number of posts to be renewed is less than that current number of temporary postholders, undertaking that post.

Any renewal of contract should be actioned via the submission of a Notification of Change form to the Human Resources Section and Payroll. An extension of contract letter (attached as Appendix D) should also be issued by the Service.

PART 3

1. IMPLEMENTATION

The Chief Executive and Chief Officers of the Council are responsible for the effective operation of the policy across the Council as a whole and within the various Services respectively.

2. MONITORING & REVIEW

Falkirk Council has a duty to ensure that all Temporary Employment is managed on a fair and consistent basis, in accordance with the principles of the Council's Equal Opportunities policy and all appropriate employment legislation.

The Head of Human Resources will review the Temporary Employment Policy in line with agreed HR Policy Renewal timetable and in conjunction with Service Directors, Heads of Service and Trade Unions.

This Policy has been Equality Impact Assessed and no adverse impact has been identified.

**ANNUAL LEAVE ENTITLEMENTS
FOR NON TERM TIME EMPLOYEES**

Years Continuous Service at 1st January 2009

COMPLETE CALENDAR MONTHS	Under 1 26 DAYS	1 27 DAYS	2 28 DAYS	3 29 DAYS	4 30 DAYS	5 31 DAYS	10 + 33 DAYS
1	2.5	2.5	2.5	2.5	2.5	3	3
2	4.5	4.5	5	5	5	5.5	5.5
3	6.5	7	7	7.5	7.5	8	8.5
4	9	9	9.5	10	10	10.5	11
5	11	11.5	12	12.5	12.5	13	14
6	13	13.5	14	14.5	15	15.5	16.5
7	15.5	16	16.5	17	17.5	18.5	19.5
8	17.5	18	19	19.5	20	21	22
9	19.5	20.5	21	22	22.5	23.5	25
10	22	22.5	23.5	24.5	25	26	27.5
11	24	25	26	27	27.5	28.5	30.5
12	26	27	28	29	30	31	33

**PART MONTH ANNUAL LEAVE ENTITLEMENT
FOR NON TERM TIME EMPLOYEES**

PART MONTH	YEAR 0 26 DAYS
1 – 5 DAYS	0.5
6 – 10 DAYS	1
11 - 15 DAYS	1.5
16 - 21 DAYS	2
22 - 31 DAYS	2.5 or 3*

* 3 days where 5 years of more continuous service.

CONFIDENTIAL

Name
 Address
 Town
 Postcode

Dear Name,

I am pleased to offer you the post of temporary {Job Title} within {Service} Services, commencing on {Day & Date} and terminating on ({Day & Date}/the completion of Falkirk Council cannot guarantee any further employment at the end of this contract, but may, at its discretion and depending upon the availability of suitable vacancy, elect to offer a further term of employment. It is, however, a condition of your contract that you agree that your contract is subject to termination upon completion of this fixed term/completion of/ or a specific event occurs (e.g. return from maternity leave).

Notwithstanding that this contract is for a fixed term, Falkirk Council reserves the right at its entire discretion to terminate your employment prior to the [specified expiry date] [end of the task/project] [return to work of []] by giving you not less than [] weeks' notice.

The salary grade for the post is {Grade}, currently £{lowest point} to £{highest point}. Your salary will be SCP {Spinal Point}, £{Salary} per annum.

Your normal working hours will be {number} hours per week, to be worked Monday to Friday {Work Pattern}.

Your work location will be {Location}. However, you are employed in the Service of Falkirk Council and may be required to work at any of the Council's workplace locations.

A written Statement of Employment incorporating Falkirk Council's Conditions of Service will be issued to you in due course.

Falkirk Council is required by law to operate the Local Government Pension Scheme. The scheme operates on a final salary basis and provides a range of high quality inflation proofed benefits. The scheme is registered with HM Revenue and Customs and is Contracted Out of the State Second Pension (previously known as SERPS).

Any enquiries you have regarding the scheme should be directed to the Pensions Section by telephoning 01324 506325 or 01324 506329. A short guide outlining the main points of the Scheme is enclosed for your information.

You can only be a member of the scheme if you are under age 75 and have a contract of employment of more than 3 months.

As your contract of employment is for a period of in excess of 3 months, you will automatically become a member of the scheme unless you write to Payroll Services, Finance, confirming that you do not wish to join **OR** For *temporary employment of less than 3 months* – ‘As your contract of employment is for a period of less than 3 months duration, you are not eligible to join this scheme. If, however, your contract is extended beyond this 3 month period, you will automatically become a member of the scheme unless you write to Payroll Services, Finance, confirming that you do not wish to join’.

Please confirm your acceptance of this offer by signing one copy of the attached and returning it to {Service HR Contact}, at the address below.

I look forward to receiving your acceptance and would like to take this opportunity of wishing you every success in your post.

Yours sincerely,

SERVICE DIRECTOR

Enc.

I accept the terms and conditions as stated.

Signature.....

LETTER OF TERMINATION

Dear

END OF CONTRACT

As you are aware following our meeting held on [date], you were employed on a temporary contract on the condition that your employment would terminate on (or when a specific project was completed/ event occurred. This will be on).

As explained to you at this meeting, unfortunately Falkirk Council does not have any further work for you beyond that date and your employment with the Council will therefore terminate on [date] or *(As explained to you at our meeting, attempts have been made to identify a suitable alternative vacancy to offer you, but unfortunately no suitable vacancies are available at present. This letter therefore gives you [] weeks' notice of the termination of your employment by reason of redundancy. Unless there is any change in the situation during your notice period, your employment with Falkirk Council will terminate on [date]. We will, however, continue to seek suitable alternative employment for you throughout your notice period).

I would like to take this opportunity to thank you for the contribution you have made to the Service for the duration of your contract and wish you success for the future.

Yours sincerely,

* Where an employee has two years continuous service or more.

LETTER OF EXTENSION

Dear

EXTENSION OF TEMPORARY CONTRACT

I write to offer you an extension to your contract for a further fixed term, to run consecutively with your existing contract and continuing until (date/ or completion of)

The terms and conditions of the extended contract will (except for the new termination date) be identical to your current terms of employment, including the notice clause(s) contained in the original contract. If you accept this extension to your employment, your employment with Falkirk Council will be continuous for statutory purposes.

Notwithstanding this extension of contract, Falkirk Council reserves the right at its entire discretion to terminate your employment prior to the [specified expiry date] [end of the task/project] [return to work of []] by giving you not less than [] weeks' notice

Where an employee's contract extension means that their overall employment is for more than 3 months duration – 'As your contract of employment is in excess of 3 months duration, you will now automatically become a member of the Local Government Pension Scheme unless you write to Payroll Services, Finance, confirming that you do not wish to join'.

Please confirm your acceptance of this extension by signing the attached copy of this letter and returning it to {Line Manager}, at the address below.

I look forward to receiving your acceptance.

Yours sincerely,

Signed _____ Date _____