

Advice to members holding fixed term contracts

Right to a Contract

The Employment Rights Act 1996 requires that all employees be given within two months of the beginning of an employment a statement of initial employment particulars containing among other statements

- the scale or rate of remuneration
- the interval at which this is paid
- working hours and holidays
- how leave accrues and holiday pay is calculated
- length of notice
- title of job
- where the employment is not intended to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end
- relevant collective agreements pertaining to the employment

It should be noted that the absence of a written statement does **not** mean that no contractual conditions exist between the employer and the employee.

Termination and Dismissal

Regardless of whether a contract is permanent or otherwise the termination must be carried out as laid down by the terms of contract e.g. giving due notice. It should also be noted that the non-renewal of a fixed term contract constitutes dismissal (although the dismissal may be fair).

The employment rights of teachers holding fixed terms contracts

1. Teachers who undertake irregular, short-term work ("supply teachers") have almost certainly no rights in the matter of further employment. Many authorities appear to use the term "supply" to mean any temporary unpromoted teacher. This is inaccurate.
2. Teachers who have continuously been employed for less than one year have in general no rights to continued employment.
3. Where a teacher has been employed for a period greater than one year on a contract which is stated to expire on a fixed date or at a fixed event, then the teacher is entitled to be fairly dismissed. This may amount to no more than being

given the reason for the non-renewal of the contract. (However, see also paragraph 4 below),

4. If the teacher has been employed for over one year on a fixed term contract, or a series of fixed term contracts, which do no more than give a series of termination dates, the teacher is again entitled to be fairly dismissed. However, the matter may now be more complex. The right to further employment might depend on the length of the relevant employment and whether there was any understanding or verbal agreement as to when the employment would terminate. In all such cases, legal advice may require to be sought. The member should contact the General Secretary in the first instance.

Transfer to the permanent staff

There is a separate advice leaflet available on this matter.

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