

## Engagement of Short Term Supply & Fixed Term Contracts Guidance for Schools

The SNCT has agreed a number of proposals in relation to pay and conditions of service. One of the agreed changes was the way in which Supply Teachers are engaged and paid. The following guidance has been developed to give you helpful information on these changes and how it affects you when you are required to engage Supply Cover within your School.

### Overview of changes

The SNCT has agreed changes in relation to Supply Teachers; these changes include the way in which Supply Teachers are engaged, the hours of employment, the duties they are required to perform and the salary point they are paid at depending on the type of engagement they are offered and agree to.

### **Short Term Supply**

Teachers will be employed on short term supply where the engagement is required and agreed on a **daily basis**. This period of work must be 5 days or fewer, with short term supply teachers expected to undertake the following reduced range of duties as detailed in the SNCT handbook;

- teaching assigned classes
- correction of work, as part of ongoing class work
- maintaining a record of work
- promoting and safeguarding the health, welfare and safety of pupils
- working in partnership with support staff and other professionals in class
- contributing towards good order in the school

(SNCT Handbook, Part 2, Section 2, Main Duties, Paragraph 2.2)

Short term supply teachers will work on a **daily basis** up to a maximum of 25 hours per week, with a maximum class contact time of 22.5 hours, and 2.5 hours of non class contact time. All service under a short term supply contract will continue to count in full towards service for incremental progression.

### **Fixed Term Temporary Contracts:**

Teachers will be engaged on fixed term temporary contracts when the period of work they are engaged for is known at the outset to be greater than 5 days in duration **or** where the short term supply engagement has lasted beyond the single, continuous period of cover of 5 days.

Fixed term contracts will also be offered in the following circumstances:

- If a pattern of recurrent work is identified for example probationer cover or where regular cover is required for planned TU duties e.g. LNCT meetings
- The Head Teacher may, in exceptional circumstances, authorise engagement on a fixed term contract before the engagement extends to 5 days
- Where a part time Teacher is engaged for additional days to teach their own class or classes.

- To avoid pupils being taught by short term supply teachers for more than 5 days during an absence. The '5 day rule' applies to the absence rather than the engagement of the individual supply teacher.

Please refer to the FAQ section where examples are given of the circumstances where a fixed term contract would be offered.

Teachers on fixed term temporary contracts will be engaged as per permanent staff with regards to hours worked, duties undertaken and salary point (pro rata for part time workers)

Teachers on fixed term temporary contracts will fulfil the full range of teacher duties as detailed in the SNCT handbook..

### **Frequently Asked Questions**

#### **General**

#### **Q. How should I arrange cover for Short Term Supply or a Fixed Term Temporary Contract?**

**A.** If you require to engage a Teacher on a short term supply or fixed term contract you should initially contact the teacher and verbally confirm with the teacher, prior to commencing cover whether the engagement will be classed as a Short Term Supply engagement (daily basis) or a Fixed Term Temporary contract. The Teacher will receive a communication confirming the following as outlined in the Code of Practice:

- Whether it is a Short Term Supply engagement or a Fixed Term Contract
- The reason for the engagement
- The hours to be worked

#### **Q. Why does the type and length of the engagement have to be confirmed verbally and in writing?**

**A.** Due to the changes that have been agreed by SNCT, Supply teachers will be engaged on either Short Term Supply or on a Fixed Term Contract. The difference in the type of engagement needs to be made clear at the beginning of the cover to ensure that the cover is both paid at the appropriate rate but also that the duties covered and hours engaged are clearly defined.

#### **Duties**

#### **Q. Can a teacher engaged on a Short Term Supply contract be required to work at parents evenings?**

**A.** Supply teachers are not employed for any collegiate time which would include parent evenings therefore this would not be required. Likewise Supply Teachers should only be required to carry out correction of work only as part of ongoing classwork. Please refer to the SNCT Handbook (Part 2, Section 2, paragraph 2.2) for further details on the duties required of the Supply Teacher.

#### **General Pay/Duty/Hours**

#### **Q. I have a Teacher who is part-time job-share and I have asked them to cover for their job-share colleague for a day. Do they get paid at Point 1 of the scale as the cover is for less than 5 days?**

**A.** No, as they as covering for a class they would normally teach and will be expected to maintain the full range of duties of a Teacher they will be paid at their normal incremental point. (See SNCT Handbook, Part 2, Appendix 2.8A (2) e)

**Q. I have a Part Time Teacher, currently on Point 4 of the Main Grade Scale. I may require them to cover classes for one of their colleagues who is off for 1 day. How should they be engaged to cover these duties?**

**A.** If they are being engaged to teach their own class or classes they will be engaged on a fixed term contract at full duties, hours and normal salary point. This would apply to, for example, a part-time secondary teacher covering a timetable which included teaching their own subject to their own class or classes for part of the day. If they agree to provide cover for a class or classes they don't normally teach they will be engaged on a short and will be paid at Point 1 (or Point 0 if not fully registered) of the Main Grade Scale for the day worked. The duties required will be that of a Supply Teacher and the hours will be a maximum of 4.5 class contact in a 5 hour day.

**Q. What happens if I have already engaged a Teacher on Supply cover for the total number of 5 days and then I need to extend the cover to 7 days?**

**A.** If this situation arises then you should agree a daily engagement for the first five days and then agree a fixed term engagement for the extension beyond the initial 5 day engagement to the 7 days.

**Q. I have been covering an absence on a Short Term Supply engagement for 5 days. I have a requirement to extend this cover to the following week however the current Supply Teacher covering this is unable to. Will the Supply Teacher who covers the absence the following week be engaged on a short term contract or will they automatically go on to a fixed term contract?**

**A.** The initial teacher covering the absence should be offered the fixed term contract where it is clear that the requirement will extend beyond 5 days. If this teacher is unable to accept the fixed term engagement any further cover should be agreed on a fixed term basis. This should cover the full range of duties for up to 35 hours a week

Similarly if one teacher has covered the first three days of an absence and then another teacher covers the remaining days then a fixed term contract should be issued on the sixth day of absence and not once the second supply teacher has done 5 days (i.e. on the ninth day of absence in this example).

**Q. I have covered a period of sickness for a period of 5 days on a short term supply basis, then, after the 5<sup>th</sup> day I required cover for a further 3 days – does the Supply Teacher claim for the maximum 25 hours for the whole 8 days?**

**A.** No for the first 5 days they would be engaged on a short term supply on a daily basis on reduced hours, duties and at Point 1 (or point 0 if not fully registered) and would claim for the hours worked up to a maximum of 25 and for the 6<sup>th</sup> and subsequent days they would be engaged on a fixed term temporary contract with the full range of duties and will claim on for the hours worked up to a maximum of 35 hours per week (or pro rata if part time) at their normal incremental point.

**Q. If I have engaged Short Term Supply to cover 3 days for a Teacher and then at the end of the 3 days I need cover for an additional 4 days for a different Teacher within my School is this classed as one engagement?**

**A.** No this would be classes as 2 separate engagements, one for 3 days and one for 4 days. It remains as two separate engagements even if the same supply teacher completes all 7 days on short term supply.

## Working Hours

### Q. What are the maximum hours that can be claimed in any one week as a Short Term Supply Teacher covering for 5 days or less?

A. The **daily engagement** will be a maximum of 4.5 hours class contact time in a 5 hours day. The Supply Teacher will not be employed for more than one discrete block in any one day. In secondary schools where the length of the engagement of 5 hours is less than the school day of 5.5 hours, you should ensure that the Supply Teacher is advised of the times of their employment. The maximum amount of hours they can claim in any one week on a Short Term Supply Basis is 25. This comprises of a maximum of 22.5 hours class contact time and 2.5 hours non class contact time.

### Q. Is this different if they have been asked to cover on a Fixed Term Contract lasting 10 days from the outset?

A. Yes if they have been asked to cover a period of 10 days from the outset then they will fulfil the full range of duties of a Teacher and will be engaged for 35 hours per week or on a pro rata basis if engaged on a part-time fixed term contract.

## Notice Periods

### Q. What notice periods would need to be given to a Teacher in relation to any supply or temporary engagements?

A. If you have engaged a Supply Teacher on a short term supply basis you should ensure that they receive 24 hours notice (if already engaged for one day) if there is no further need for the cover. If the short term supply engagement is cancelled with less than 24 hours notice they are entitled to claim for any hours they were booked to work that day. For temporary contracts, a notice period of 4 weeks should be given in most circumstances. However, in cases such as where an employee returns from sickness absence a minimum of 1 day's notice will be given where the engagement has lasted less than one month and a minimum of 1 week's notice where the engagement has been one month or more.

## Short Term Supply Teachers Ready Reckoner

### Calculation of hours to be claimed by teachers on short term supply contracts

FTE	Class Contact Time		Time to be claimed for salary payment	
	Hrs	Mins	Hrs	Mins
1.0	22	30	25	00
0.9	20	15	22	30
0.8	18	00	20	00
0.7	15	45	17	30
0.6	13	30	15	00
0.5	11	15	12	30
0.4	9	00	10	00
0.3	6	45	7	30
0.2	4	30	5	00
0.1	2	15	2	30

One day consists of 4½ hours class contact in a 5 hour day.

Please note - If the class contact time in any day exceeds 4½ hours they should claim for the class contact time plus 11.11%.

For further information on the Code of Practice on Short Term Supply please go to [http://www.snct.org.uk/wiki/index.php?title=Appendix 2.8A](http://www.snct.org.uk/wiki/index.php?title=Appendix_2.8A)

**Short Term Supply Engagement (must be issued daily for every Short Term Supply Engagement)**

You have been engaged on a short term supply basis to work at \_\_\_\_\_ school to cover \_\_\_\_\_ INSERT REASON on the following day: \_\_\_\_\_ INSERT DATE of daily engagement.

The hours of work on short term is a maximum 25 hours per week , with a maximum of class contact of 22.5 hours (see FAQs and ready reckoner for claiming for daily engagements which do not cover full week). You will be paid at Point 1 of the Main Grade Scale (Point 0 if not fully registered). Pay will be calculated on an hourly rate which is calculated on the basis of 1/6345 of the annual rate of salary.