

**Joint Agreement on Guidelines for the  
Employment of Fixed-Term Employees in  
Further Education Colleges**

**Between**

**The Association of Colleges (AoC)**

**and**

**Association for College Management (ACM)**

**Association of Teachers & Lecturers (ATL)**

**GMB**

**Transport & General Workers' Union (T&G)**

**UNISON**

**University and College Union (UCU)**

**April 2008**

## **1 Objectives**

- 1.1 Fixed-term employees have the right not to be treated less favourably than comparable permanent employees as regards the terms of their contract of employment or any act, or deliberate failure to act, of the employer.
- 1.2 Both sides recognise and value the contribution of fixed-term employees in further education colleges.
- 1.3 These guidelines provide a framework for the employment of fixed-term employees and will be developed locally with the recognised trade unions.
- 1.4 These guidelines have been jointly agreed between the trade unions and employers in the National Negotiating Joint Forum. The guidelines constitute a joint agreement for the employment of fixed-term employees in colleges and are recommended by both sides to their constituent memberships.
- 1.5 Both sides are agreed that existing fixed-term employees should not suffer any detriment to their present position. Further, in respect of the matters referred to in this agreement where it is agreed in principle that fixed-term employees should be treated equally with permanent employees, this is subject to such exceptions as may be justified on objective grounds in any particular case.

## **2 Pay**

- 2.1 The principle to be applied is one of equal pay for work of equal value. Where an employee is employed on a fixed-term contract s/he shall be paid an equivalent rate to a comparable employee employed on a permanent contract.
- 2.2 Where applicable, incremental progression shall be applied in accordance with the provision for equivalent comparable permanent employees.
- 2.3 The salary of a fixed-term employee shall be payable, in the same way as for permanent employees.
- 2.4 No existing fixed-term employees shall be disadvantaged, as compared with their existing position, by the implementation of the terms of this agreement.

## **3 Holidays**

- 3.1 Fixed-term employees shall have equivalent holiday entitlement to comparable permanent employees on a pro-rata basis, having due regard for the minimum requirements of the Working Time Regulations 1998 and bank holidays.

## **4 Working hours**

- 4.1 The programme/work schedule for each fixed-term employee shall be normally determined in advance in accordance with the Corporation's practices for comparable permanent employees on an equivalent pro-rata basis as appropriate.
- 4.2 Changes to the normal pattern of attendance will be subject to consultation with the individual employee.
- 4.3 A review of each individual's programme/work schedule will be carried out periodically.

## **5 Professional support and development**

- 5.1 Fixed-term employees shall have access to the staff development programme in place in the college. They shall have full opportunity to attend courses and conferences to develop their professional expertise relevant to the fulfilment of the requirements of their job, and in the light of the framework of the Joint Agreement on Guidelines on Training and Development.
- 5.2 The agreed appraisal scheme within the College shall be applied equally to fixed-term employees. However, the College may decide that it is not appropriate to include a fixed-term employee in the scheme where his/her continuous employment is of a short duration. Where access to training and continuous professional development opportunities is normally via the appraisal scheme alternative arrangements for accessing these will be made for fixed-term employees not included in the appraisal scheme.
- 5.3 They shall be fully integrated into the induction procedures for newly appointed employees.
- 5.4 Fixed-term employees shall be given opportunities to attend meetings relevant to the fulfilment of the requirements of their job, e.g. team meetings and course development meetings.
- 5.5 Managers shall endeavour to arrange such meetings at times which are mutually convenient to fixed-term employees. Attendance outside of the contracted terms will be paid at the appropriate rate.
- 5.6 Fixed-term employees shall be given equivalent access to facilities, college policies and procedures and any other equipment necessary to perform their role in the college.

## **6 Sick leave and sick pay**

- 6.1 Sick leave and sick pay schemes shall be equally applicable to fixed-term employees.

- 6.2 Qualifying periods for entitlement to sick leave and sick pay shall be the same for both comparable permanent and fixed-term employees.

## **7 Maternity leave and pay**

- 7.1 Maternity leave and maternity pay schemes shall be applied equally to both comparable permanent and fixed-term employees.

- 7.2 Qualifying periods shall be the same for both comparable permanent and fixed-term employees.

- 7.3 Paternity leave schemes shall be applied equally to both comparable permanent and fixed-term employees.

## **8 Parental leave and time off for dependants**

- 8.1 The right to parental leave and time off for dependants' schemes shall be equally applicable to fixed-term employees.

- 8.2 The qualifying period for the entitlement to take parental leave shall be the same for both comparable permanent and fixed-term employees.

- 8.3 Fixed-term employees should enjoy the same rights to parental and dependants leave as comparable permanent employees.

## **9 Pensions**

- 9.1 Fixed-term employees will be in receipt of pensionable salaries and shall be eligible for admission to the relevant Superannuation Scheme subject, always, to meeting any requirements of the Scheme Regulations.

## **10 Discipline and grievance procedures**

- 10.1 Fixed-term employees shall have access to the discipline and grievance procedures that apply to permanent employees.

- 10.2 Any application of the discipline or grievance procedures shall be arranged to coincide with the normal attendance of the fixed-term employees concerned, where reasonably practical.

## **11 Collective agreements**

- 11.1 Collective agreements entered into between the college management and recognised trade unions shall equally apply to fixed-term employees.

## **12 Time off for trade union duties**

- 12.1 As with comparable permanent employees, fixed-term employees are entitled to reasonable paid time off work for trade union duties. Fixed-term employees are also entitled to the equivalent facilities as permanent employees.

## **13 Vacancies**

- 13.1 Fixed-term employees shall be afforded the opportunity to apply for all vacancies including internal vacancies on the same basis as comparable permanent employees.

## **14 Contracts of employment**

- 14.1 Fixed-term contracts should only be used for transparent and objective reasons where there is a genuine fixed-term need. The list below describes general considerations that may make it appropriate to offer fixed-term contracts for periods of less than four years. This is not an exhaustive list but is indicative of a genuine short-term need:

- the work is of a specialist short-term nature;
- the work is of a discrete nature and does not form part of a wider ongoing learning programme;
- the area requires a degree of specialist knowledge not available from within the college establishment;
- the requirement is of a temporary nature to cover for employee absence, such as maternity leave;
- the work is externally funded for a fixed period of time.

The list above does not constitute a collective agreement on objective justification for the use of fixed-term contracts for a period of longer than four years.

- 14.2 Where the circumstances outlined in 14.1 above are no longer applicable, Corporations should reassess whether a fixed-term contract is still appropriate in relation to that work and should consider employment on an indefinite basis.
- 14.3 Corporations should always seek to avoid using fixed-term contracts other than where appropriate and necessary. However, in the event that an employee does reach four years service on consecutive fixed-term contracts, their employment shall become permanent if the requirements of Regulation

8 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 are met, unless, as per Regulation 8, the further use of a fixed-term contract is justified on objective grounds.

14.4 All fixed or other short-term contract holders should receive a copy of their main terms and conditions of employment.

14.5 The contracts of employment for all fixed-term employees shall specify that post holders are entitled to receive full statutory redundancy rights including compensation payments at the termination of such contracts. Fixed-term contracts issued or renewed on or after 1 October 2002 shall not include redundancy waiver clauses.

## **15 Other policies, procedures and benefits**

15.1 All other Corporation policies, procedures and benefits shall apply equally to both comparable permanent and fixed-term employees.

## **16 Implementation**

16.1 The guidance set out in this Joint Agreement is recommended to Corporations.

16.2 The principles of this Agreement shall be commended to employment agencies and third party providers engaged by colleges.

## **17 Interpretation, monitoring and review**

17.1 The interpretation of any aspect of this agreement may be referred to the Joint Secretaries of the Joint National Negotiating Forum for comment and advice.

17.2 This joint agreement is designed to reflect and build upon the provisions of the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

17.3 This agreement will be subject to regular monitoring and review and any amendment will be by agreement within the Joint National Negotiating Forum.

## **Glossary of terms contained in this document**

### **Collective Agreement:**

Any agreement made by or on behalf of one or more trade unions and one or more employers or employers' associations relating to one or more of the following:

- i) terms and conditions of employment, or the physical conditions in which any workers are required to work;
- ii) engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more employees;
- iii) allocation of work or the duties of employment as between employees or groups of employees;
- iv) matters of discipline;
- v) the membership or non-membership of a trade union on the part of an employee;
- vi) facilities for officials of trade unions; and
- vii) the machinery for negotiation or consultation, and other procedures, relating to any of the forgoing matters, including recognition.

### **Comparable permanent employee:**

A permanent employee who is engaged in the same or broadly similar work as a fixed-term employee, having regard to whether they have a broadly similar level of qualification and skills to those of the fixed-term employee and is employed by the same college as the fixed-term employee.

### **Fixed-term contract of employment:**

A contract of employment which will terminate either (a) on the expiry of a particular time period; or (b) on the completion of a particular task, or (c) on the occurrence of a particular event other than reaching normal retirement age; even though, in any case, it may be terminated on notice during its course by either party.

**Fixed-term employee:**

An individual who is engaged under a contract of employment of a fixed-term nature, as referred to above.

**National Negotiating Joint Forum:**

The membership of the National Joint Forum is as follows:

ACM, AoC, ATL, GMB, TGWU, UNISON and UCU.

The purpose of the National Joint Forum is as follows:

negotiate on pay and statutory employment matters relevant to the workplace and to make recommendations to individual college Corporations;

develop, as appropriate, good practice guidance and advice on employment matters applicable to all employment groups;

undertake work to review the implementation of recommendations to the sector and to seek to ensure that any agreements reached are accepted by their members at local level.

**Pro-rata:**

When referring to the entitlement of a fixed-term employee to receive contractual benefits, the principle of pro-rata means that the fixed-term employee should receive such proportion of the pay or other benefit as is reasonable in the circumstances having regard to the length of his contract of employment and to the terms upon which the pay or other benefit is offered.

**Recognised Trade Unions:**

A trade union which is a signatory to this agreement.

**JOINT AGREEMENT ON GUIDELINES FOR THE  
EMPLOYMENT OF FIXED-TERM EMPLOYEES IN FURTHER  
EDUCATION COLLEGES**

**SIGNATURES OF THE PARTIES TO THIS AGREEMENT**

- (a) AoC
- (b) ACM
- (c) ATL
- (d) GMB
- (e) Unite - the Union
- (f) UNISON
- (g) UCU

Date of Commencement of this Agreement:

April 2008