

## **EAST RENFREWSHIRE LNCT AGREEMENT**

### **AGREED PROCEDURES FOR SECONDMENT OF STAFF COVERED BY SNCT CONDITIONS OF SERVICE**

#### **1. GENERAL PRINCIPLES**

- 1.1 A secondment is defined as the temporary placement of an individual member of staff to a different post or place within the Council, or to another organisation, for a specific purpose for an agreed period of time **to the mutual benefit of all parties**.
- 1.2 East Renfrewshire Council recognises the value of secondment opportunities for Education staff in terms of personal and professional development, whether these are internal within East Renfrewshire Council or external to other organisations, such as Education Scotland, SQA, Scottish Government, Universities and the Regional Collaborative etc.
- 1.3 Staff members do not, however, have an automatic right to access a secondment. Consideration should be given to the length of secondment and expected frequency within a 5 year period before any decision to authorise. Individuals will not normally be given authorisation for more than one secondment within a five year period.
- 1.4 Consideration will be given to the benefit to be gained for both the employee and the department in terms of granting this request. The exigencies of the business, in particular staffing levels and continuity of teaching and learning, will take precedence when a request for an individual secondment is being considered.
- 1.5 Secondment periods of greater than 23 months, or two school sessions, will not normally be agreed for unpromoted staff and 12 months, or one school session for promoted staff.
- 1.6 To be eligible for any secondment, either internal or external to the Education Department of East Renfrewshire, the individual must have at least two year's continuous employment with the Council. For teachers this will be in addition to their probationary teaching year.
- 1.7 East Renfrewshire Council also reserve the right at all times to recall any member of staff on secondment, with an appropriate period of 4 weeks' notice, should this be a requirement due to the exigencies of the service.

## **2. SECONDMENTS COMPARED TO ACTING UP ARRANGEMENTS**

- 2.1 A secondment describes an arrangement where a teacher, or school manager, is temporarily released from their post to work in another post, or role, within the Council, or another organisation, for a specified period of time.
- 2.2 A secondment differs from an acting-up situation where a teacher is appointed on a temporary basis to carry out the duties of a promoted post holder. As per paragraph 1.61 of the SNCT Handbook, where a teacher is appointed on a temporary basis to carry out the duties of a promoted postholder in a school, education establishment or education team, pending a permanent appointment to a promoted post or in place of a teacher who is temporarily absent, the council shall increase the teacher's salary to the salary for the post. If the teacher is already employed in that school, education establishment or education team there is no additional salary entitlement until she/he has been in the acting post for 20 days. The 20 days do not have to be consecutive. Once the teacher has been employed for 20 working days, payment is made for those 20 days and every subsequent day employed in the post.

In line with paragraph 1.62 of the SNCT Handbook, if the teacher is again employed in an acting capacity in the same post, and six months has elapsed since the teacher left the post, the 20 working day requirement will apply once more.

- 2.3 In summary, periods of acting up are short-term arrangements to cover short periods of absence, or a sudden change of circumstances affecting a member of staff with recruitment likely to be within the school or local authority setting. A secondment is designed for a longer period of time with a fixed end date and usually occurs out with the school or local authority.

## **3. APPLICATION PROCESS AND AUTHORISATION**

- 3.1 Individual staff members who are interested in accessing a secondment opportunity, either internal or external to the Education Department, must first seek approval to apply for the secondment from their Head of Establishment or Line Manager. Requests for approval to apply for a secondment must be submitted in writing on the form detailed at Appendix 1. The request must be submitted at the earliest possible opportunity and at least 10 working days prior to the final submission date for applicants to the available secondment opportunity. Requests should detail the benefit that the secondment opportunity will provide for the individual and the value it will ultimately have on their professional practice. It will also outline the anticipated benefit for their base establishment and impact on existing staff and pupils where appropriate. This request should then be forwarded to the HR Staffing Officer. Internal secondment requests should be authorised by the pastoral Head of Service and all external secondments will be authorised by the Education Senior Manager (Developing People).
- 3.2 For each secondment Heads of Establishment/Line Managers need to carefully consider how the secondees' post will be covered for the duration of the time the secondees are released. Alongside the request from the individual for approval to apply for a secondment, the Head of Establishment/Line Manager must also clearly detail in Appendix 1 the cover proposal and implications/benefits of the secondment to the individual and the establishment/section and indicate whether or not they support the employee undertaking the secondment.
- 3.3 The proposed secondment will then be the subject of discussion between the pastoral Head of Service and /or the Education Senior Manager (Developing People), HR Staffing Officer and Head of Establishment/Line Manager to ensure that

the release of the member of staff will not create undue difficulties for the educational establishment or section. If the pastoral Head of Service/Education Senior Manager considers it desirable, the individual making the request may be invited to a meeting to discuss the request in advance of a decision being made.

- 3.4 In determining whether or not an individual is given approval to apply, or be considered for an external secondment, the Head of Establishment will take full account not only of the development opportunity for the member of staff but also the impact that the secondment will have on the following (this list is not exhaustive):
- Attainment and achievement;
  - Continuity of education;
  - Availability of replacement staff;
  - Workload implications for existing staff;
  - Benefit the secondment will bring to the service.
- 3.5 Where the staff member requesting consideration for secondment holds a management post, the Head of Establishment must be satisfied that the necessary arrangements can be put in place to ensure continuation of the management remit at no additional cost to the Education Department.
- 3.6 A request for approval to apply for a secondment must be considered within 5 working days of receipt of the written submission and the outcome will be communicated in writing to the member of staff. Approval to apply will either be granted or rejected. If rejected the reasons will be given as to why it is being rejected.

#### **4. Reasons for Refusal of a Request**

- 4.1 Requests for approval to apply for a secondment must be considered fairly and objectively. The permissible reasons for refusal include:
- The burden of any additional costs is unacceptable to the school;
  - An inability to reorganise work among existing staff;
  - An inability to recruit an appropriate candidate to temporarily cover the secondee;
  - The Head Teacher considers releasing the member of staff will have a detrimental impact on service delivery, and learning and teaching in the school.

#### **5. The Right to Appeal:**

- 5.1 An employee can appeal the decision to reject a request for approval to apply for a secondment on the following grounds:
- If there is new information that was not available to the employer at the time it made its original decision.
  - To challenge a fact that the Head Teacher has stated to explain why the business reason applies.
  - If the teacher believes the secondment request was not handled reasonably or otherwise in accordance with this agreement.
- 5.2 Appeals are an important stage in the process to alleviate any ill feelings and allows for further discussion or explanation to take place – possibly avoiding a potential future grievance.

## **6. APPEAL**

### **The Appeal Process**

- 6.1 An applicant will have the right to appeal the decision made in respect of their request for approval to apply for a secondment within 5 working days of receipt of the written decision referred to in paragraph 3.6. Any appeal must be submitted in writing using the appropriate form (Appendix 3) to the Education Senior Manager who will appoint an appropriate senior manager from the Education Leadership Team to act as chair of the appeal hearing. The appeal must be dated and set out the grounds for the appeal which will follow the reasonable grounds as detailed in Section 5.1.

### **The Appeal Hearing**

- 6.2 An appeal hearing will be held within 20 working days of receipt of the appeal. At the appeal hearing the appellant may be represented by their trade union representative.
- 6.3 The appellant or the appellant's representative shall present the case for appeal in the presence of the appellant's Head Teacher/Line Manager and the Education Senior Manager/Head of Service who made the decision on the original request for approval to apply.
- 6.4 The Education Senior Manager/Head of Service, appellant's Head Teacher/Line Manager and Chairperson will have the opportunity to ask questions of the appellant and/or the appellant's representative.
- 6.5 The Education Senior Manager/Head of Service shall then have the opportunity to put forward their case for refusal of the request.
- 6.6 The appellant and/or their representative and the chairperson will have the opportunity to ask questions of the Education Senior Manager/Head of Service and the appellant's Head Teacher/Line Manager.
- 6.7 The appellant or the appellant's representative followed by the Education Senior Manager/Head of Service will have the opportunity to sum up if they so wish, introducing no new material or information.
- 6.8 The chairperson may communicate their decision to both parties at the conclusion of the meeting, but in any event the decision shall be confirmed in writing with the appellant within 5 working days of the appeal hearing.
- 6.9 There shall be no further right of appeal.

## **7. Secondment Arrangements**

- 7.1 Where a secondment is successfully secured by a member of staff the HR Staffing Officer will liaise with the new manager or host employer and to ensure completion of the relevant secondment agreement. For external secondments the agreement is at Appendix 2. The HR Staffing Officer will also liaise with HR Direct and the individual staff member to confirm that all necessary administrative arrangements are in place prior to commencement of the secondment
- 7.2 The right to revert to the individual's substantive post at the end of the secondment period should be considered at the start of the secondment. For unpromoted staff the right to return to their substantive post will normally only be granted for secondments

of less than 23 months. For promoted staff the right to return to their substantive post will normally only be granted for secondments of less than 12 months. Secondments of greater than these respective periods, and requests for extensions to secondments, will be subject to review by the appropriate pastoral Head of Service and would depend on the following factors:

- Unpromoted teachers will be expected to relinquish their rights to their substantive post within a school if the secondment was to continue beyond 23 months. On return from their secondment, if it was mid school year, initially they would return to a post within the permanent supply pool. At the main staffing exercise the staff member will be declared surplus and subject to the procedures outlined in LNCT/30 *Agreed Procedures for the Compulsory Transfer of (Unpromoted and Promoted) Teaching Staff Surplus to a School Establishment*.
- Promoted teachers and non-school based staff will require an individual discussion about their right to revert to their substantive post, if the secondment was to continue beyond 12 months.

7.3 Eight working weeks prior to the planned end of the secondment, the Head Teacher or Line Manager will contact their member of staff to confirm that the secondment is to end at the planned date. Any extensions to secondments can only be agreed by the Education Senior Manager (Developing People), in a similar process to granting the original request. To ensure governance all secondments will be reviewed by the Education Leadership team on a half yearly (Dec and June) basis.

7.4 Where a secondee makes a request for an early termination of their secondment, notice in writing of 8 working weeks will be required from the secondee in order to make appropriate arrangements for their return. Consideration may be given to the secondee returning to permanent supply/alternative temporary role if it is felt that a return to their substantive role may cause unnecessary disruption.

## **8. TERMS AND CONDITIONS**

8.1 While a member of staff is on external secondment they will continue to be paid their salary by East Renfrewshire Council, with East Renfrewshire Council being reimbursed by the host employer for all salary costs, including pension contributions and any enhancements received as a result of the secondment.

8.2 It should be noted that at the end of a secondment, any enhancements given by the host employer will cease when the member of staff returns to East Renfrewshire Council.

8.3 During a secondment, informal contact should be maintained between Head of Establishment/ Line Manager and the secondee. The frequency and nature of contact should be agreed with the secondee prior to embarking on their secondment. The Head of Establishment/Line Manager should ensure that the secondee is kept up to date with any changes, as well as facilitating a smooth transition when the secondment comes to an end.

8.4 Seconded individuals are entitled to maintain their existing terms and conditions of employment except where mutually agreed otherwise. Whilst on secondment, it is the secondee's responsibility to ensure that they maintain their professional registration to the GTCS.

- 8.5 Should there be any employment implications during the secondment the Head of Establishment/Line Manager is responsible for advising the secondee of these. This could include changes to staffing within their school/section resulting in a surplus situation or any restructuring proposals.
- 8.6 Time spent on secondment with another employer within or outside of East Renfrewshire Council will not affect the secondee's continuity of employment.

## **9. POLICIES AND PROCEDURES**

- 9.1 If a member of staff on secondment is absent due to sickness, then they must follow East Renfrewshire Council's absence reporting procedures and maintain contact with their East Renfrewshire Head of Establishment/Line Manager. Their substantive Head of Establishment/Line Manager will be responsible for conducting any return to work interviews/formal interviews.
- 9.2 If it is necessary to take disciplinary action against an individual member of staff for an incident that occurs whilst they are on secondment, then a formal investigation would take place under LNCT/22, Code of Discipline for Staff Covered by SNCT Conditions of Service, with necessary input from representatives from the host organisation. Similarly, if a member of staff on secondment has a grievance, this should be raised under LNCT/12 Grievance Procedures.

## **10. ADMINISTRATION**

- 10.1 For external secondments the frequency of invoicing will be agreed with the host organisation at commencement of the secondment but will normally be quarterly in arrears.
- 10.2 East Renfrewshire Council as the substantive employer will charge the host employer VAT at the standard rate as per HMRC requirements.
- 10.3 If it is believed that the secondment involves duties that are exempt from VAT, written confirmation must be sought from the VAT/PFI Officer (Accountancy Services) prior to commencement of the secondment otherwise VAT must be charged.
- 10.4 East Renfrewshire Council invoices in respect of secondments must be treated as income and coded to the account "Secondments."

Mark Ratter  
Director of Education  
May 2021

**TO BE COMPLETED BY THE EMPLOYEE WISHING TO UNDERTAKE THE SECONDMENT****SECONDMENT OPPORTUNITY-SUPPORTING STATEMENT**

<b>NAME:</b>	<b>JOB TITLE:</b>
<b>SCHOOL/SECTION:</b>	<b>CURRENT SALARY/GRADE:</b>
<b>SECONDMENT DETAILS:</b>	
<b>JOB TITLE:</b>	<b>ORGANISATION:</b>
<b>PERIOD OF SECONDMENT FROM:</b>	<b>SALARY/GRADE</b>
<b>TO:</b>	
Please detail how the secondment opportunity will contribute to your continued professional learning and development?	
Please detail what impact this secondment will have on your professional practice and what benefits it will have for your current school/section?	
Signature:	Date:

**SECTION 2 TO BE COMPLETED BY HEAD OF ESTABLISHMENT/LINE MANAGER**

**(Please complete either A or B)**

**A) I support the employee undertaking this secondment opportunity for the following reasons and I have taken into account cover arrangements and propose the following:**

**Line Manager Name:**

**Signature :**

**Date:**

**B) I do not support the employee undertaking this secondment opportunity for the following reasons:**

**Line Manager Name:**

**Signature :**

**Date:**

**C) Final Approval**

**Education Senior Manager/Head of Service Signature:**

**Date:**



**EAST RENFREWSHIRE COUNCIL OUTWARD SECONDMENT SCHEDULE**

This is the Schedule referred to in the following Secondment Agreement between East Renfrewshire Council and the named host organisation. The contents of this Schedule incorporate and form part of the Agreement.

<b>Name of Secondee:</b>	
<b>Host Organisation :</b>	
<b>Host organisation representative and address details :</b>	
<b>Secondment Start Date;</b>	
<b>Secondment End Date</b>	
<b>Full or Part time hours of work;</b>	
<b>Purpose of extended secondment:</b>	
<b>Current Gross Salary:</b>	
<b>Employer costs including NI and pension contributions</b>	
<b>East Renfrewshire Council representative contact details</b>	
<b>Invoice Contact: Host Organisation</b>	

## **EAST RENFREWSHIRE COUNCIL OUTWARD SECONDMENT AGREEMENT**

1. The following agreement (“the Agreement”) sets out the terms and conditions of the secondment from East Renfrewshire Council. The Schedule attached to this Agreement is incorporated and forms part of this Agreement. It is recognised that for specific service areas such as Education, there are already robust reciprocal agreements in place whereby the host establishment provides the agreement. Where it is deemed appropriate to apply the host template for outward secondment, it will be the responsibility of the seconding manager to ensure that any such agreement is in alignment with the terms of this policy in that it protects the terms and conditions of the ERC seconding employee. In the absence of a host template, the template agreement within this document should be used.

### **Definitions**

2. “Secondment Duties” means the work to be undertaken by the secondee during the period (the duration of the secondment defined) in terms of this Agreement, details of which are contained in the schedule;

“Schedule” means the schedule attached to this agreement;

In this Agreement the singular includes the plural and vice versa, reference to the masculine gender includes the feminine gender and vice versa and reference to person includes companies and other forms of legal entities.

### **Duration/Termination**

3. The secondee will be seconded out of East Renfrewshire Council to (insert host organisation) but will remain an employee of East Renfrewshire Council during the secondment period. The schedule will include details of when the secondment will commence and the agreed period of the secondment. Any extension to that period will be a matter for joint agreement in writing between all parties concerned. The secondment may be terminated by the secondee or (insert host representative) giving not less than one month’s notice in writing to the other with East Renfrewshire Council being notified immediately.

### **Purpose of secondment**

4. The purpose of the secondment is as noted in the schedule.

### **Pay**

5. During the period of secondment, East Renfrewshire Council will continue to be responsible for all aspects of the secondee’s salary costs, National Insurance contributions and pension arrangements. The secondee’s salary will be as stated in the schedule and will be paid by East Renfrewshire Council. The secondee will retain access to East Renfrewshire Council’s “My Insider” to access their electronic payslip.

### **Future pay awards and/or performance awards**

6. East Renfrewshire Council will advise the employee and the (insert host representative) of any pay awards, or annual increments or both for which the secondee becomes eligible as a result of their secondment to (insert Host organisation).

### **Overtime**

7. Overtime will not be granted unless there is prior written agreement between (insert host organisation) and the secondee.

## **Secondment funding agreement**

The funding agreement to cover the costs of the secondment are stated in the attached schedule. Where applicable, (insert host organisation) will reimburse the secondee's salary including any subsequent annual pay/ performance awards, National Insurance and pension contributions to East Renfrewshire Council. East Renfrewshire Council as the substantive employer will charge the host employer VAT at the standard rate as per HMRC requirements.

East Renfrewshire Council will invoice (insert host organisation) quarterly in arrears for these costs.

## **PRD**

8. East Renfrewshire Council remains the secondee's employer. The Line Manager noted on the attached Schedule will on request provide feedback to East Renfrewshire Council on the secondee's performance during the secondment. It is for East Renfrewshire Council as the employer to carry out any other performance appraisal of the secondee in terms of its own internal procedures.

## **Travel and subsistence**

9. (Insert host organisation) will reimburse the secondee directly for any business related travel and subsistence costs incurred in the course of the secondment duties. The (insert host organisation) will not be responsible for any costs of daily travel to and/or from the secondee's place of work nor any relocation costs that may be incurred in connection with the secondment.

## **Hours**

10. Hours worked and work pattern are agreed by the secondee and (insert host organisation) as prescribed in (insert host organisation) standard terms and conditions. On request, these will be provided to East Renfrewshire Council in writing.

## **Annual leave**

11. The secondee will have either the standard (insert host organisation annual leave entitlement) or retain their East Renfrewshire Council annual leave entitlement, whichever is the greater. During the secondment to (insert host organisation) the secondee will transfer to (insert host organisation) annual leave year with the secondee taking any due balance existing at the start of the placement. The secondee should clear any leave proposals in advance with their line manager at (insert host organisation).

## **Public and Statutory holidays**

12. The secondee will be entitled to any public and statutory holidays applicable to (insert host organisation) employees which fall during the secondment period.

## **Sick absence**

13. The secondee should follow the reporting arrangements applied by (insert host organisation) The (insert host organisation ) representative should notify East Renfrewshire Council's Representative as noted below and in the event of any absence management being required this should be undertaken in partnership between (insert host organisation) and East Renfrewshire Council representatives.

## **Provision of Information**

14. (insert host organisation) shall maintain records and provide East Renfrewshire Council on a monthly basis details of:-

- (a) absence due to annual, sick or special leave
- (b) unauthorised absence
- (c) absence due to industrial action
- (d) overtime worked
- (e) informal action under disciplinary procedure

## **Health and Safety**

15. During the period of the secondment (insert host organisation) shall be responsible in relation to the secondee for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision within the meaning of Section 53(1) of the Health and Safety at Work Act 1974 as if (insert host organisation) is the employer of the secondee.

## **Injury benefit**

16. As the secondee will continue to remain in the pension scheme of East Renfrewshire Council during the secondment period, injury benefit cover will be provided under the existing provisions of this scheme.

## **Indemnity**

17. (Insert host organisation) shall indemnify East Renfrewshire Council against any liability which the Council incurs due to any injury or disease sustained by the secondee during the period of Secondment.

## **Equipment**

18. Any equipment supplied by (insert host organisation) remains the property of the (insert host organisation). The secondee must take all reasonable care of such equipment.

## **Conduct, discipline, grievance & capability**

19. For outward secondments, East Renfrewshire Council will remain responsible for any disciplinary, capability and grievance proceedings in conjunction with the host organisation. It will be the responsibility of the host organisation to alert the employee in the first instance where their conduct falls short of that required by the host organisation. At the point where the actions or conduct of the employee merits action beyond an informal process, the host employer should notify ERC who will then take responsibility for applying the ERC policy.

## **Adjustments to the workplace**

20. In the event that the secondee requires assistance to be able to discharge her secondment duties, reasonable adjustments will be put in place by (insert host organisation) to assist in that regard. If the secondee already uses equipment which is provided by or on behalf of East Renfrewshire Council this will (as far as possible) be made available to the secondee while on secondment. If (insert host organisation) reasonably determines that the secondee needs additional adjustments to be made and costs are incurred as a result of implementing such adjustments, such costs will be borne by (insert host organisation), unless agreed otherwise. In respect of any items of equipment that have been fully paid for by East Renfrewshire Council and insofar as they are reasonably transferable such equipment shall transfer to East Renfrewshire Council following the end of the secondment period.

**“CALL IN PARAGRAPHS”**

**Recruitment opportunities**

21. During the period of secondment the secondee will not be eligible to apply for any internally advertised posts within (insert host organisation). However, copies of East Renfrewshire Council’s vacancy list will be made available to them in respect of both internally and externally advised Council vacancies.

**Confidentiality, Conduct and Discipline**

22. The secondee will also be subject to the rules and conditions of the (insert host organisation) I.T. Code of Conduct governing access to the Internet. A copy of the Code of Conduct is annexed to this Agreement and the secondee should read it carefully.

**Intellectual Property Rights**

23. Any and all Intellectual Property Rights generated by the secondee in the course of their Secondment Duties shall be the property of (insert host organisation) and the donor organisation will assign to the (insert host organisation) its present and future rights, title and interest in such Intellectual Property Rights.

**Political Activities**

24. If any restrictions on political activity apply to this secondment, post, this must be explained by the (insert host organisation)

**Terms and conditions**

I should be grateful if you would confirm, by signing and returning a copy of this Agreement and attached schedule that you are prepared to accept the secondment of the East Renfrewshire Council secondee named in the attached schedule on the basis of this Secondment Agreement.

We agree to the terms and conditions of (insert host organisation) (insert host organisation) xx Secondment as contained in this Secondment Agreement and attached Schedule.

Signed (on behalf of East Renfrewshire Council):

.....  
Signed (on behalf of insert host organisation):

Date: .....

.....

Date: .....

Signed by secondee:

.....

Date: .....



