

## Human Resources

# Secondment Policy and Procedure



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## Chelmsford City Council's secondment policy and procedure

### Introduction

Chelmsford City Council recognises secondment as a development opportunity for the individuals involved and a means of advancing their career. Secondment also increases the skills base of the authority by promoting flexibility and smarter working. At service level, it strengthens relationships and provides the opportunity to deal with short term or problematic work levels.

Secondment refers to the temporary transfer of an employee to a post, different to the one they were recruited for, with a view to returning to their substantive post at the end of the period. These individuals will not be issued with a fixed term contract but with a secondment letter stating details of the arrangement which will act as a temporary variation to their contract of employment.

In most cases the duties or projects covered by a secondment will have an identifiable end date but there will be cases when that is not possible; for example: when a secondment covers a temporary vacancy or maternity. In a situation like this, the secondment would end when the vacancy has been successfully filled.

It is expected that the majority of secondments will involve individuals transferring temporarily on the same grade. If the post requires a significant increase in duties and responsibilities, it may be necessary to give the secondee a higher grade during their secondment.

To avoid misunderstanding, and to ensure the success of the scheme, each secondment opportunity must be carefully chosen and clearly specified. All parties involved must be clear about the benefits that will be derived from the placement and the objectives must relate to the wider goals of the authority, as well as the individual development plan. The details of the placement must be agreed, put in writing, and attached to the secondment agreement.

### 1. Types of secondment

- 1.1. External (outgoing) secondments are used when a member of staff from Chelmsford City Council remains under contract with the council but is based with another organisation for a defined period of time. During this time the member of staff retains all Chelmsford City Council terms and conditions including continuous service rights and existing payment and pension arrangements.
- 1.2. Where the secondment salary is higher than the substantive salary, the secondee will be paid at a rate agreed by Chelmsford City Council and the host organisation.
- 1.3. External (incoming) secondments are used when an individual comes to work for Chelmsford City Council while maintaining their contract with another employer. This is for a defined period at the end of which the

individual returns to their employer. The individual remains an employee of the seconding employer and is not eligible for the terms and conditions of employment at Chelmsford City Council.

- 1.4. The secondment agreement with the seconding employer will need to include financial arrangements.
- 1.5. Internal Secondments are used when a Chelmsford City Council employee is temporarily located in another part of the authority with a view to returning to their substantive post at the end of the period. These individuals will not be issued with a fixed term contract but with a secondment letter stating details of the arrangement which will act as a temporary variation to their contract of employment.
- 1.6. Where the terms and conditions for the secondment opportunity would be greater than those in the substantive post, the appropriate terms and conditions of the secondment post would apply.

## **2. Purpose of secondment**

- 2.1.1. Developmental secondment focuses on personal development for the secondee that is designed to be brought back to the organisation or the team.
- 2.1.2. Strategic secondment is usually short-term and where the recipient organisation or team has a shortfall in a specific skills area.
- 2.1.3. Transitional secondment allows an individual to gain skills and abilities; to lessen the impact of redundancy for example or to open the possibility of a more permanent job move.

## **3. Secondment criteria**

- 3.1. Secondment opportunities apply to staff employed by Chelmsford City Council, on a full or part-time basis.
- 3.2. Applicants with less than one year's service, in their current role, would not normally be considered for secondment opportunities.
- 3.3. Applicants must not be subject to current disciplinary action, performance management procedures or formal sickness absence management.
- 3.4. Chelmsford City Council would not usually support an employee applying for a secondment opportunity if they are on secondment, or have completed a secondment in the last 12 months.
- 3.5. Chelmsford City Council will only consider extending secondments beyond one year in exceptional circumstances.

- 3.6. Under no circumstances should the proposed secondee enter into discussions or formal arrangements, in relation to a proposed secondment, without the prior consent of their line manager.
- 3.7. Applicants from outside the authority will be selected using the Chelmsford City Council recruitment procedure.

#### **4. Identifying a secondment opportunity**

- 4.1. When a vacancy arises, managers should consider if there are business benefits to offering the post as a secondment opportunity.
- 4.2. Posts that are considered for secondment should be advertised as widely as possible throughout the authority and filled following Chelmsford City Council's recruitment procedures.

#### **5. Recruitment and selection**

- 5.1. An individual applying for a post must have the agreement of their line manager.
- 5.2. The substantive post manager should email Human Resources as a record of their consent.
- 5.3. Managers should consider whether it is possible to release the individual from their current role for the requested time period. There will be a presumption in favour of allowing secondments unless there are compelling operational reasons not to do so.
- 5.4. The right of appeal would be in accordance with the Grievance Procedure.
- 5.5. Any backfill arrangements will need to be made in line with the authority's normal recruitment procedures.
- 5.6. The successful candidate will be issued with a secondment letter by Human Resources. The secondment letter will confirm the offer, the terms of the secondment and confirm that the individual will return to their substantive post on a specified date.
- 5.7. Where there is an external (outgoing) secondment, HR will produce a secondment agreement which the employee and host authority will need to sign.
- 5.8. Where there is an external (incoming) secondment, the individual's employer would be expected to produce a secondment agreement which the employee and host manager would be expected to sign. A copy will be kept on file by HR.
- 5.9. Accountancy should be informed about external secondments (incoming and outgoing) so that they can track and correctly allocate funds.

- 5.10. If there is an external (outgoing) secondment the employee's service would also be responsible for raising invoices in respect of salary costs etc. on a monthly basis
- 5.11. Human Resources will notify Payroll of all secondment agreements.

## 6. Terms and conditions

### **All secondments, both internal and external**

- 6.1. All secondees will maintain their existing terms and conditions but while they are on secondment, they will be subject to the terms and conditions of the secondment post.
- 6.2. All parties involved in secondment, internal and external, should agree what induction is appropriate and the date by which it should have been provided.
- 6.3. Secondees are not entitled to redeployment as they have a substantive post to return to.
- 6.4. If the secondee has a statutory requirement to maintain their registration of a professional body, those arrangements must be explicit within the secondment arrangements.

### **Internal secondments (both CCC staff seconding to another team or service and staff coming to the authority from an external organisation).**

- 6.5. For internal secondments, the Directorate with the secondment opportunity will establish clear guidelines for the secondment post including:
  - The grade
  - The length of time of the secondment
  - Written statement of the duties and responsibilities
  - Reporting lines and relationships with others in the team
  - The job title
  - Induction arrangements
  - Training and development required of the individual whilst in post and the impact that will have on the individual on their return to their substantive post.
  - The assigning of a mentor, if appropriate

- Regular reviews and formal appraisal if seconded for 12 months or more
- 6.6. Any increments and pay awards due will be made to the substantive post so the employee returns to the same salary that they would have received had the secondment not occurred.
  - 6.7. Depending on the agreement between the parties involved, a trial period may be arranged, especially if the secondee is coming in to Chelmsford City Council from an external organisation.
  - 6.8. Any period of sickness absence during the secondment must be reported in accordance with Chelmsford City Council's sickness procedures.
  - 6.9. The progress and performance of the seconded employee will be reviewed regularly under the existing performance appraisal system.
  - 6.10. In normal circumstances the secondment opportunity should be allowed to run its course, however, Chelmsford City Council reserves the right to recall staff prematurely if there is an operational need.
  - 6.11. Termination, prior to expiry of the secondment, will normally be subject to an agreed period of notice.
  - 6.12. If the secondee becomes unavailable, or unable to fulfil the duties of the secondment for a period greater than one month, the secondment agreement should provide for both parties to have the right to reconsider the secondment.

### **External secondments (CCC staff seconding to an external organisation)**

- 6.13. Staff seconding to posts outside Chelmsford City Council will be subject to the direction, supervision and guidance of the host organisation.

## **7. Duration**

- 7.1. A secondment should last for a fixed period, or as long as the project or the task to be completed takes. Where it is possible, the secondment should have a definite end date, although it may be necessary to have an open-ended date depending on the situation circumstances. A Secondment letter will set out the terms of the secondment.
- 7.2. Managers may consider extending the period of secondment, provided that there are operational reasons for doing so. Any extension to the secondment will then need to be agreed following the set procedure. In normal circumstances, secondments will last no longer than one year.

## **8. Secondment funding**

- 8.1. The hosting Directorate will meet the costs of the secondment.

## 9. During the Secondment

- 9.1. The employee will be paid the evaluated rate for the job provided they are carrying out the full range of duties to an acceptable standard.
- 9.2. If the person is transferring to a post graded the same as theirs, they should transfer on the same spinal column point. If they are transferring to a higher graded post, they should transfer over on the bottom of the grade.
- 9.3. If the person is seconded to a post that is a higher grade, they will be put on the bottom of the grade for that post.
- 9.4. If the seconded person is not taking on all the duties of the post, the manager should liaise with their Business Partner to determine the appropriate grade.
- 9.5. For the duration of the secondment the terms and conditions of that post will apply.
- 9.6. A named individual, usually the host line manager, should be identified as having responsibility for monitoring performance and providing support during the period of secondment. Arrangements should be made for the host line manager to inform the seconding manager of the secondee's performance against the agreed objectives.
- 9.7. A suitable Induction will be planned along with a schedule for the review of performance in line with the corporate guidelines.
- 9.8. Provision of appropriate support and development opportunities for staff is essential to improve their performance and to respond to the demands and pressure on them. Objectives for individual members of staff should be closely aligned to the overall objectives of the seconding service and the overall objectives of Chelmsford City Council.
- 9.9. The secondment may be terminated early by either party, or by mutual consent, giving notice appropriate to the grade for the job.
- 9.10. Where difficulties surrounding support for a secondment arises, for operational or business reasons, the line manager will have the ultimate say in whether or not the person can be released from their existing duties.

## 10. Ending the secondment

- 10.1. At least four weeks prior to the end of the secondment, liaison should take place between all parties involved to ensure a smooth return
- 10.2. The secondment will end on the date stated and the employee will return to their substantive post on its terms and conditions.



- 10.3. The substantive post line manager will complete a review of the secondment in order to discover what skills can be utilised.
- 10.4. If the individual is to return to their substantive post, prior to the pre-arranged date, a meeting should be arranged between the secondee and the service to which they are returning to discuss the implications of return.

## 11. Secondment Extension

- 11.1. If at the end of the secondment a further ongoing need is identified, any extension must be discussed with Human Resources.
- 11.2. If the extension is for a significant amount of time, relative to the placement; or the existing secondee is unable or unwilling to continue in the post; the secondment opportunity will be advertised giving another employee the opportunity to apply.
- 11.3. If a manager wishes to extend a secondment, they should discuss the extension with the services HR Business Partner, prior to any formal agreement.
- 11.4. Any extension must be with the agreement of the employee, and their substantive manager.
- 11.5. No secondment should extend beyond 18 months.
- 11.6. If the manager of the secondee's substantive post is unable to accommodate the extension, the employee will need to return to their substantive post.
- 11.7. Where a significant extension is requested (i.e. 6 months+) or the secondment arrangement exceeds one year in duration, as a result of multiple extensions, the host manager will need to liaise with HR to determine whether it is appropriate to re-advertise the secondment opportunity.
- 11.8. In certain circumstances it may be possible for the host manager to offer the employee a fixed term contract as an alternative to extending the secondment. If the employee chooses to accept the fixed term contract they would need to resign from their substantive post. The host Service would be responsible for funding any subsequent redundancy payments, where applicable
- 11.9. If during the term of the secondment, organisational change has resulted in the original post being substantially altered or made redundant; the person will be consulted in line in line with Chelmsford City Council's redundancy policy.

## **12. Secondment Opportunity Becomes an Established Post**

- 12.1. If a secondment opportunity subsequently becomes an established post, the permanent post will be advertised following the established recruitment procedures.
- 12.2. It should be made clear that secondees will be given equal consideration for any permanent post that may arise from the secondment alongside other applicants. The secondment will not entitle the secondee to favourable consideration.

## **13. Communication**

- 13.1. It is best practice for the secondee's original service area to maintain a close relationship with the secondee during the secondment. The responsibility for keeping in touch will be mutual and the arrangements should be clearly documented. Examples of keeping in touch may include:
  - Remaining on the mailing list for team communications
  - Restructuring or proposed sectional changes; secondees must be advised/consulted as appropriate
  - Attendance at team meetings where operationally practicable

## **14. Confidentiality**

- 14.1. Secondees are required to comply with obligations arising from Data Protection Legislation. In addition the secondee shall not during the continuance of the secondment, or at any time thereafter, disclose personal or sensitive information to an unauthorised person.
- 14.2. The secondee shall comply with any legislation or regulation to which the host service may be subject concerning the disclosure or supply of confidential information. Nothing in this clause prevents the operation of the Public Interest Disclosure Act 1998.

## **15. Monitoring**

- 15.1. The Secondment Policy will be reviewed on a regular basis and updated to reflect new employment legislation when required.

## **16. For advice and support**

- 16.1. For advice and support, please contact Human Resources.

## **17. Equal opportunities statement**

- 17.1. Chelmsford City Council is committed to equality of opportunity throughout the organisation. This document has been screened for the use of gender-neutral language, jargon free plain English, recognition of the needs of disabled people, promotion of the positive duty in relation to race and disability and avoidance of stereotypes. If you know how we can improve on the fairness of this policy and procedure, please contact the HR Services.



## Appendix

### Glossary of Terms

Backfill arrangements	Arrangements that are made to fill the post of a staff member who has temporarily vacated post.
Host service	A host is the organisation or service to which the secondee is intending to spend the period of the secondment.
Job evaluation	The system of evaluating a job based on the principle of equal pay of equal value, using the demands of the job to determine the pay grade for the role.
Open ended vacancy	A vacancy that is long term and has no specified end date (non fixed term).
Pay awards	The increase in an individual's pay through an annual increment (if entitled) or the cost of living award.
Redeployment	The process of seeking alternative employment for those facing redundancy.
Secondee	A secondee is the member of staff who moves from one service or organisation to another for a specified period of time to undertake a secondment.
Seconder	A seconder is the service or organisation the member of staff is leaving for the duration of the secondment.
Secondment	Is the voluntary and temporary placement of a member of staff, for a specified length of time, in a job different to the post they were originally recruited to.
Secondment letter	The legal document that sets out the details, terms and conditions of the secondment.
Substantive post	The original and underlying role than an individual is employed to do. The post is kept open for them to return to at the end of the secondment.



## Example secondment letter

Our Ref: MNO/783

### PRIVATE & CONFIDENTIAL

Mrs Ann Jones

1 Ambridge Road  
Chelmsford  
Essex  
CM3 4AJ

Civic Centre, Duke Street  
Chelmsford, Essex, CM1 1JE

DX 123305 Chelmsford 7

Minicom Text Phone:  
Civic Centre 01245 606444

Contact: Miss Jane Samuels

Direct Line: 01245 606773

Facsimile: 01245 606203

Dear Mrs Jones,

### SECONDMENT

I am pleased to confirm the details of your six month secondment. During the period of your secondment, your Terms and Conditions of Employment will be varied as follows:

<b>Reason For and Start Date/Duration Of Secondment:</b>	01 July 2012. To assist with the audit of Council assets.
<b>Job Title/Service and Post Number:</b>	Business Administration Assistant 75321  For the duration of the secondment, your duties will be as set out in the Job Description annexed to this letter, but please note that the Council reserves the right to update your Job Description from time to time to reflect changes in or to the job. You will be consulted about any proposed changes.
<b>Grade:</b>	3
<b>Salary on Commencement:</b>	£16,997
<b>Notice:</b>	Subject always to the right of the Council or yourself to give notice of termination of your employment in accordance with the notice provisions in the Statement dated xx, or for the Council to terminate your employment summarily on grounds of gross misconduct, this secondment may be terminated by either party giving not less than one month.
<b>Termination:</b>	Notwithstanding the notice provisions set out above, this secondment will terminate automatically on 01 January 2013.

During the period of this secondment, you will remain an Employee of Chelmsford City Council and all other Terms and Conditions of Employment will remain unchanged. Upon its expiry, you will revert to your substantive post of Senior Receptionist.

I enclose an additional copy of this letter, which I would ask you to sign where indicated and return to me signifying your acceptance of secondment set out herein.

I would like to take this opportunity to wish you every success in this new role and your future career with Chelmsford City Council.

Yours sincerely

Jane Samuels

Human Resources Support Officer

Chelmsford City Council

**I, Ann JONES, confirm that I have received the letter dated 19 June 2012, of which this is a true copy, together with a Job Description and that I agree to the Terms and Conditions of my Secondment set out therein.**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_