

# **Secondment Policy**

**Prepared by:** Human Resources

**Date:** December 2016

**For review:** December 2019

**Version 2**

<b>CONTENTS</b>	<b>PAGE</b>
<b>SECTION 1: GENERAL GUIDING PRINCIPLES</b>	<b>3</b>
Policy statement	3
Scope	3
Principles	3
<b>SECTION 2: SECONDMENT AGREEMENT</b>	<b>4</b>
Secondment agreement	4
Keeping in touch	4
Terms and conditions of employment	4
Health and safety	4
Confidentiality	5
Implied duties	5
Annual leave	5
Discipline and grievances	5
Appraisals	5
Sickness absences	6
Travel mileage and expenses	6
Extension of secondment	6
Early termination of secondment	6
Arrangements for return	6
<b>SECTION 3: APPENDICES</b>	<b>7</b>
Appendix 1 Secondment agreement	7

## **SECTION 1: GENERAL GUIDING PRINCIPLES**

### **POLICY STATEMENT**

For the purpose of this policy a secondment is a temporary transfer to another job or department. Secondment can take many forms and can relate to periods of service outside an individual's normal workplace, both internally within the council or externally with other organisations.

Secondments can offer the following benefits for the council and its employees:

- provide temporary assistance in relation to a specific project;
- provide the employee with an opportunity for career development/skills enhancement;
- encourage the employee to gain expertise and ideas that can be transferred back to the council;
- enable the council to avoid redundancies by temporarily reassigning employees to busier parts of the council;
- develop a business relationship between the council and other organisations, particularly to facilitate and benefit joint ventures.

### **SCOPE**

In general terms, secondments should only apply to employees who are employed on a substantive (permanent) basis and would not normally apply to staff who are employed on a temporary contract or employed 'as and when required'.

### **PRINCIPLES**

Secondments should be for a defined period and will normally not exceed 2 years in total.

A secondment agreement must be signed prior to the employee commencing their secondment.

The term "all parties" means the employee who is being seconded (the secondee) their current manager and the new line manager to whom they will be responsible during the period of secondment.

There is a commitment from the council, that their substantive post or, if it cannot be held open, an equivalent post on no less favourable terms and conditions will still be available to the secondee on the completion of the secondment.

The secondee should not be disadvantaged because they are on secondment e.g. delaying an appraisal or failing to progress a grievance.

During the secondment the secondee will be under the day-to-day control and management of the new line manager.

This policy primarily refers to the secondee being seconded to a new line manager within the council, however where the secondment is to a new line manager outside of the council the same principles will apply.

If the secondee currently holds a post which requires them to be registered with a professional body and their proposed secondment is to a post where such a requirement is not necessary the individual must agree to maintain their current registration.

Copies of all documentation relating to the secondment should be provided to HR in a timely manner.

## **SECTION 2: SECONDMENT AGREEMENT**

The secondment agreement attached as Appendix 1 must be fully completed and used in all cases to formalise the agreed terms of the secondment. All parties to the intended secondment must agree as a minimum, the following:-

- The funding arrangements (including where applicable, replacement monies);
- The effective date and anticipated length of the secondment;
- Arrangements for 'keeping in touch' whilst on secondment;
- Arrangements for returning to their substantive or an equivalent post.

### **KEEPING IN TOUCH**

During the secondment the secondee should keep in touch with the manager from where they have been seconded so that they can be made aware of any developments appropriate to their work. The manager and secondee should therefore agree the frequency and method of contact. For secondments of twelve months or more, it would be appropriate to require the contact to be at least bi-annually.

### **TERMS AND CONDITIONS OF EMPLOYMENT**

During the period of secondment, the secondee will continue to enjoy the same basic salary, with pay increases and increments where appropriate, together with associated allowances linked to their existing contracted hours. The exception will be where the secondment is to a post that is of a higher grade or more contracted hours, in which case the hours and grade of that post will take preference. All other conditions of employment e.g. sick leave, annual leave, pension entitlements will remain the same as the original, substantive contract.

### **HEALTH AND SAFETY**

The new line manager owes a duty of care to the secondee in relation to health and safety where the secondee would be based. The council retains its duty to safeguard

its employee's health and safety and depending on the circumstances, it may be prudent for the council to carry out a risk assessment at the new premises, particularly if the nature of the work carries with it certain dangers. Even if the council does not attend the new premises, it should undertake some form of assessment to fulfil its legal duty to assess the risks to which its employee will be exposed.

## **CONFIDENTIALITY**

The council can rely on the implied duty of fidelity between the council and the employee, and the confidentiality clause in the secondee's contract of employment, to protect its confidential information.

Likewise the new line manager should expect a level of confidentiality from the secondee during and after the secondment not to disclose confidential information that they obtain in connection with the secondment and use their best endeavours to protect such information against improper disclosure or use.

## **IMPLIED DUTIES**

Employees owe a number of implied duties to the council, including the duty of fidelity, the duty to obey lawful and reasonable instructions and the duty to exercise reasonable care and skill in carrying out their work. The secondee remains an employee of the council and these duties, along with the other express duties under the contract, should subsist and the secondee will continue to owe these duties to the council throughout the term of the secondment.

However, to perform the secondment successfully, the secondee will need to take day-to-day instructions from the new line manager. The new line manager will also want to subject the secondee to its own internal rules and procedures (for example relating to bribery risks, data protection, dignity at work and whistleblowing) to help ensure that they adhere to its standards of behaviour and performance.

## **ANNUAL LEAVE**

During the secondment the council will continue to issue the secondee's leave and the new line manager has the right to approve those absences to ensure the smooth running of work. The secondee should be advised at the outset of the local processes that they will have to follow to book leave, as well as local restrictions on taking leave e.g. maintaining a particular level of cover.

## **DISCIPLINE AND GRIEVANCES**

The council will retain responsibility for taking disciplinary action and investigating/hearing grievances with the new line manager providing input if required to do so.

## **APPRAISALS**

The secondee should have a formal review of their performance prior to commencing the secondment by their current manager to ensure there is an up to date record of their progress and a smooth handover of work.

At the start of the secondment the new line manager should set SMART objectives using the council's EPD process and carry out reviews during the secondment in line

with EPD guidance. At the end of the secondment the new line manager should carry out a final appraisal of the secondee and ensure a smooth handover occurs. All EPD paperwork should be copied to the council on a timely basis.

### **SICKNESS ABSENCES**

The secondee should follow the council's Managing Attendance policy and report any sickness absence to the new line manager in a timely manner to make them aware of their absence. The new line manager should ensure the necessary paperwork is completed/ provided by the secondee and should advise the council of any sickness absence on a regular basis to ensure their sick pay entitlement is paid correctly.

The new line manager should manage short-term sickness absences and follow the council's Managing Attendance policy. If the secondee's absence becomes long term the council needs a full picture of the secondee's sickness absence to determine if they should be the primary contact going forward.

### **TRAVEL MILEAGE AND EXPENSES**

The employee should complete a claim for expenses incurred on a monthly basis in line with the council's policy on travel mileage and expenses. The form should be submitted to the new line manager for counter signatory to confirm the expenses have been incurred and then forwarded to the council for approval for payment.

### **EXTENSION OF SECONDMENT**

A new agreement must be completed and signed by all parties if it is intended to continue the same secondment beyond the date originally agreed for it to end.

### **EARLY TERMINATION OF SECONDMENT**

All parties have the right to cancel the secondment agreement with sufficient notice and justifiable reason in certain circumstances. Such cases are however likely to be rare.

### **ARRANGEMENTS FOR RETURN**

No later than 4 weeks before the end of the period of secondment, the secondee should receive in writing from their manager from where they are seconded, confirmation of the arrangements for their return to the substantive or equivalent post.

Depending on the length of the secondment, an employee may be required to undertake re-training, re-orientation or induction on their return to their original post.

At the end of the secondment the new line manager will require the secondee to deliver to them all work, information or material obtained or created during the course of the secondment, in their possession.

## APPENDIX 1

### **SECONDMENT AGREEMENT BETWEEN CHESTERFIELD BOROUGH COUNCIL AND SECONDEE**

This agreement records the arrangement between Chesterfield Borough Council and [name of employee] as to the terms of the employee's secondment to [name of new team] which is in line with the council's secondment policy.

The secondment will commence on [date] and terminate on [date].

The employee's job while seconded will be [job title] and a job description is attached.

While on secondment, the employee will report on a day-to-day basis to [name and job title of new line manager].

The secondee's contact at the council during the period of the secondment will be [name of manager] who will maintain regular contact with the employee during the secondment to review progress and discuss any issues that have arisen.

While on secondment, the individual will remain an employee of the council at all times and will continue to be paid by the council and to receive all normal benefits as per their contract of employment except to the extent varied by this agreement.

While on secondment, the secondee will be under a duty to work under the control and direction of the new line manager, to abide by their safety policies and practices, standards of conduct and performance expected by the new line manager of all employees and to follow the reasonable instructions of management at all times.

It is a condition of the secondment that the employee will not engage in any conduct that is or might be detrimental to the interests of the council or the new line manager. The employee will ensure that their work is carried out with reasonable care and skill.

During the secondment, the employee will not at any time (except insofar as is necessary and proper in the course of the work) use or disclose to any person any confidential information that is in any way related to the council's practice, business dealings or clients.

On completion of the secondment the secondee will return to their substantive post or, if it cannot be held open, an equivalent post on no less favourable terms and conditions.

During the secondment, the secondee will receive their usual salary and benefits from the council payable on the usual pay date and by the usual method in accordance with the terms set out in their contract of employment.

The new line manager will give such assistance and cooperation as is required by the council in connection with any appraisal, grievance, disciplinary or other performance management matter connected with the secondee before, during and after the secondment.

If the secondee has a grievance or other complaint during the secondment they should raise it in the first instance in accordance with the council's grievance procedure.

All parties have the right to cancel the secondment agreement with sufficient notice and justifiable reason in certain circumstances.

**SIGNED ..... SECONDEE ..... DATE**

**SIGNED ..... ON BEHALF OF ..... DATE**  
**THE COUNCIL**

**SIGNED ..... NEW LINE ..... DATE**  
**MANAGER ON BEHALF**  
**OF THE EMPLOYER**

The secondment agreement must be signed by all 3 parties prior to the commencement of the secondment and a copy should be forwarded to the HR team at the earliest opportunity.