

OADBY & WIGSTON BOROUGH COUNCIL SECONDMENT POLICY AND PROCEDURE OCTOBER 2014

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PART 1: Background

A secondment can be described as “the temporary loan of an employee to another organisation, or to a different part of the same organisation, for a specific purpose and for a specific time to the mutual benefit of all parties.”

Oadby and Wigston Borough Council (“the Council”) is committed to ensuring that employees are developed as fully as possible. Placing employees in different work situations through secondments can help to improve employees’ skill sets as well as their communication and problem-solving skills. The Council can benefit from arranging secondments because such placements can act as cover for employees who are going to be absent in the long term, e.g. on maternity leave.

PART 2: Purpose

This policy and procedure will assist the Council’s Line Managers and Supervisors to manage secondments effectively. It will outline the Council’s approach to supporting secondments as opportunities for staff to develop additional knowledge, skills and experience.

PART 3: Scope

This policy and procedure deals with internal secondments only. Secondments of Council employees to external organisations would need to be considered by the relevant Head of Service on an individual basis. All permanent employees who have successfully passed their probationary period are eligible to apply for a secondment within the Council.

This policy and procedure forms part of the Employee Handbook and is available on iTrent. It will also form part of the induction process of new employees. It does not form part of the normal terms and conditions of employment of any employee.

The Council reserves the right to change the terms of this policy and procedure from time to time in order to comply with legislative requirements or as otherwise necessary, following appropriate consultation with Trade Unions in cases of substantial variations. Trade Unions will not be consulted on minor changes to the policy and procedure, for example, font, paragraphing and grammar where it does not change the overall essence of the policy’s intentions.

PART 4: Equal Opportunities

The Equality Act 2010 provides the legal framework to combat unlawful discrimination and provides public authorities with general and specific duties

relating to equality. The Council will do its utmost to uphold these duties and will always have due regard for the requirement to:

- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act.
- Advance equality of opportunity between persons who share a protected characteristic and persons who do not share it;
- Foster good relations between persons who share a protected characteristic and persons who do not share it.

The Council is committed to having a dignified and respectful working environment which includes and encourages all staff to develop and make progress.

This policy and procedure enhances the Council's approach to equality by ensuring openness and transparency. [top](#)

PART 5: Roles and Responsibilities

<p>Senior Management Team</p>	<ul style="list-style-type: none"> • Responsible for approving and authorising secondments and job vacancies
<p>Heads of Service</p>	<ul style="list-style-type: none"> • The Head of Service for the employee's substantive service area must obtain the line manager's approval prior to the employee being considered for a secondment application. • Must agree in advance of the secondment that the employee can return to their post at the end of the secondment. • Will review refusals of line managers for employees to apply for secondments at the request of the employee. • Will authorise extensions of secondments and terminations of secondments prematurely. • Must approve the terms of the secondment in consultation with HR.
<p>Line Managers/ Supervisors</p>	<ul style="list-style-type: none"> • Managers and supervisors are responsible for ensuring that this policy and procedure is applied and complied with in a positive and supportive manner. • They must consider their employees' requests to apply for secondment opportunities. In deciding whether or not to allow the employee to apply, the line manager shall balance the needs of the service

	<p>area against the employee's wish to develop skills in another service area.</p> <ul style="list-style-type: none"> • The line manager of the secondment post shall provide the employee with an induction. Employees returning to their substantive position after a secondment of more than 12 months must have a re-induction from the line manager of the substantive service area. • In the event of a secondment being terminated earlier than expected, the line managers of both the employee's secondment service area and the substantive service area shall meet to discuss the employee returning to the substantive post, if the substantive post is still available.
Employees	<ul style="list-style-type: none"> • Employees have a contractual responsibility to work to the required standard, achieving a level of performance which is set out by the Council. • They must obtain permission from their line manager before applying for secondments.
Human Resources (HR) Corporate Resources	<ul style="list-style-type: none"> • It is the role of HR to advise and support managers and supervisors in the application of this policy and procedure to ensure it is observed. • HR will regularly review and revise this policy and procedure. • If assistance from HR is unavailable or not permissible, a suitably trained officer from Corporate Resources will be nominated to assist and advise.
Trade Union or Workplace Colleague	<ul style="list-style-type: none"> • To advise and support union members in the application of this policy and procedure.

PART 6: Identifying and Advertising Opportunities For Secondments

The Council reserves the right to identify secondment opportunities for employees in line with the needs of the Council.

All secondments and vacancies shall require the approval of Senior Management Team.

If a vacancy is identified as a secondment, it shall only be advertised to the Council's employees and temporary agency workers. A full job description and person specification (including salary and pay scale) shall be provided. The secondment shall be assessed through the Council's job evaluation process.

A project may be identified by the Council and then offered as a secondment to all Council employees.

All fixed term or temporary vacancies of up to 3 months in duration can be considered as secondment opportunities.

PART 7: Procedure For A Secondment

Permission to Undertake a Secondment

Employees must obtain their line manager's permission before applying for a secondment. The line manager should consider:

- Whether it is possible to release the employee from his current role for the secondment's duration;
- The needs of the service area;
- The needs of the employee to develop;
- The Council's overall requirements and
- The service area's ability to ensure that the employee can return on completing the secondment.

Requests for secondments shall be approved if it is possible to do so in light of the above considerations.

If the line manager refuses to allow the employee to undertake a secondment, the employee can request a review of the decision from the Head of Service, whose decision shall be final.

Arrangements for the Secondment

When an employee undertakes a secondment, the Head of Service of the substantive service area, in consultation with HR, must take into account the following factors:

- Whether the employee's substantive role (or an equivalent role) can be guaranteed for the employee at the end of the secondment;
- Clear reasons identified for secondment;
- Clear arrangements for the secondment's start and finish dates;
- Whether the secondment is to be on a full time or part time basis and if it can be worked alongside the substantive post, e.g. two days on the substantive post and three days on the secondment;
- Establish the employee's training requirements and training needs during and following a secondment;
- Any costs from replacing the employee during the period of the secondment;
- Statutory obligations;
- Monitoring and 121 arrangements.

The arrangements, terms and conditions of the secondment shall be documented within a Secondment Agreement (see **Appendix 1**) and a copy will be maintained in the employee's personell file.

Externally Advertised Vacancies

Fixed term or temporary vacancies of up to 3 months in duration which are advertised externally can also be considered as secondment opportunities (see **Part 6**). If an employee of the Council would like to take on such a vacancy as a secondment, an application form must still be completed for the role, clearly stating that the employee is applying for the position as a secondment. This will show that it is not the employee's intention to permanently leave the substantive role in favour of the shorter vacancy.

The employee's application shall be assessed by HR with all other applications and if shortlisted, the employee shall then be interviewed in the same way as other shortlisted candidates (whether internal or external) in accordance with the Council's Recruitment and Selection Policy and Procedure.

Induction

The employee should be provided with an induction by the incoming placement line manager on the first day of the secondment. This should outline the responsibilities of the post, any training needs, health and safety issues, sickness reporting procedure, leave etc.

Duration of a Secondment

A secondment usually lasts between 3 and 12 months. The employee continues to be employed by the original service area: at the end of the secondment, the employee returns to the substantive post, if the post is still available.

Extensions of Secondments

All parties to the secondment arrangements must give their consent before a secondment can be extended. The relevant Head of Service of both the incoming and outgoing service areas must authorise the extension.

The duration of secondments must not exceed 2 years.

Terms and Conditions

The terms of a secondment shall be drawn up as a Secondment Agreement – see **Appendix 1**. HR shall send the employee a Secondment Agreement on receiving a completed application form, or on notification of acceptance by the Head of Service.

Pay

If the pay for the secondment position is at the same or a lower salary band level than that of the employee's substantive position, no changes shall be made to the employee's existing pay, terms and conditions.

If the band of the secondment post is higher than the band of the employee's substantive post, the higher band shall apply during the secondment.

Costs associated with the secondment such as salary, car allowance, training, travel expenses will be met by the outgoing substantive service area of the seconded employee.

PART 8: Making The Secondment Permanent

If the secondment post becomes a permanent job vacancy once the employee has completed the placement, the post should be advertised externally: the employee will be free to apply for the post along with other candidates.

The employee can become a permanent employee in the role filled on secondment if:

- The employee is considered suitable for the role;
- The post was originally advertised as a secondment opportunity; and
- The post becomes permanently available after 12 months.

The new role's terms and conditions shall apply to the employee from that point.

PART 9: Returning To The Substantive Post

The employee is not guaranteed that the original substantive position in which the employee worked shall be available at the end of the secondment owing to the redundancy or restructuring etc. Consideration will be given however, to an alternative equivalent position in accordance the Organisational Change Policy and Procedure.

Early Termination of the Secondment

There must be a meeting of all the parties concerned before the secondment can be terminated at an earlier date and the employee can return to their original post. The reasons for the termination should be thoroughly explored in this meeting, with alternative options considered. Reasons for a secondment terminating early could include poor performance (see Capability Policy and Procedure) or the project being completed sooner than expected. A representative from HR shall attend the meeting.

Both the Heads of Service for the ingoing and outgoing secondments must authorise any decision to terminate the secondment prematurely.

If the employee wishes to terminate the secondment before the agreed end date and return to their substantive post, he/she should request a meeting with the secondment line manager to discuss the reasons for this decision prior to giving one month's notice to all parties.

The meeting must take place at least one month before the end of the secondment. It shall address the ending of the secondment and the return of the employee to the substantive post wherever possible. HR will give one month's notice in writing to the

employee to return to the substantive post, or less if all the parties agree to earlier termination of the secondment.

Re-Induction

When secondments are over 12 months in duration, a re-induction programme will be put in place by the substantive post's line manager (or other appropriate manager) to manage the return of the employee wherever possible. The aim of the re-induction will be to bring the employee up to date with developments within the substantive service area and the role while refreshing any skills for the role as necessary.

PART 10: Review and Monitoring

This policy and procedure will be reviewed jointly by Trade Unions (on behalf of the employees) and the management team on a biennial basis.

The Head of Corporate Resources will have delegated responsibility to make minor and insignificant changes, such as changes to grammar, spelling, paragraphing and font for example, without Trade Union consultation.

PART 11: Note

For the purpose of this policy and procedure where assistance from HR is unavailable, a substitute from Corporate Resources will be nominated to assist.

At all times those with access to email facilities will receive all communication under this policy and procedure marked 'Private and Confidential' through this means.

For those employees who do not have access to email facilities or who are absent from work through sickness or otherwise, communication under this policy and procedure marker 'Private and Confidential' will be delivered by hand or by first class post

Appendix 1: The Secondment Agreement

SECONDMENT AGREEMENT

1. THE PARTIES

The Parties to the Agreement will be:

.....
[Line Manager of the Incoming Secondment Service Area]

.....
[Line Manager of the Outgoing Substantive Service Area]

.....
[Name of employee undertaking the Secondment]

2. DURATION OF AGREEMENT

- 2.1 The employee will be seconded to **Service Area** for a period of [weeks/months] commencing on [date].

Should extension to the Secondment be required, this will need to be agreed with all parties and confirmed in writing to the Employee. (Maximum duration of Secondment is 2 years)

3. PLACE OF WORK

- 3.1 **The main place of work is** but you may be required, at short notice, to work at any other sites within the Borough of Oadby and Wigston. You will be reimbursed for any expenses legitimately incurred in connection with such duties, subject to the approval of your incoming Secondment Line Manager.

4. DUTIES AND OBLIGATIONS OF THE EMPLOYEE ON SECONDMENT

- 4.1 The Employee shall work to the job description of the Secondment and under the direction of ***[Incoming Secondment Line Manager]***

5. INDUCTION

- 5.1 The Incoming Secondment Line Manager must provide an induction to the Employee. This should include: a discussion about the job responsibilities and how the role fits in with the rest of the service area, identification of any training needs, advice on health and safety including the fire evaluation procedure, reporting procedures for sickness, leave etc.

6. WORKING HOURS/ARRANGEMENTS

- 6.1 The Employee shall work in accordance with the normal work pattern and conditions of service applicable to the Secondment Post.

7. REMUNERATION

- 7.1 For the period of the Secondment, the salary paid shall be that which is applicable to the Secondment Post, being Band, Scale Points -, Point If the Secondment lasts more than one year and the Employee is not at the top of the grade, an increment will be awarded.
- 7.2 Generally, salary costs will remain within the Employee's Substantive Area's budget (the substantive post being the outgoing area).

8. LEAVE

- 8.1 The Employee will receive the leave entitlement applicable to the Seconded post. During the Secondment, leave should be approved by the incoming Secondment Line Manager. If the Secondment is terminated early (see Section 9 in the policy) leave may be re-claimed.

9. SUPERVISION

- 9.1 *Name of the Employee's Incoming Secondment Line Manager*

.....

- 9.2 *Job title*

10. ILLNESS

- 10.1 The Employee must report [his/her] sickness absence to the Incoming Secondment Line Manager.
- 10.2 During the Secondment period, the Incoming Secondment Line Manager is responsible for monitoring and managing sickness absence.

11. DISCIPLINARY/CAPABILITY MATTERS

- 11.1 The Parties to this Substantive Agreement agree that any disciplinary or capability issue in respect of the Employee shall be immediately communicated to the Employee's Original Service Area and the matter will be dealt with in accordance with the Council's [Disciplinary Policy and Procedure / Capability Policy and Procedure] but managed jointly between the Original Service Area and the Secondment Service Area.

12. GRIEVANCE ISSUES

- 12.1 The Employee has the right to raise grievances at any time. Such matters will be dealt with in accordance with the Council's Grievance Policy and

Procedure, managed jointly between the Employee's Substantive Area and the Secondment Service Area.

13. HEALTH AND SAFETY

13.1 The Employee shall be informed of the Secondment Service Area's relevant Health & Safety policies during their induction. It is the responsibility of the Secondment Service Area and of the Substantive Area to ensure the Employee's health and safety at work. The Employee will continue to have a responsibility for [his/her] own and other health and safety matters.

14. TERMINATION OF THE SECONDMENT

14.1 The secondment will be reviewed on a regular basis and will terminate on [date]

14.2 Extension of the secondment may be considered if specific circumstances arise that were not apparent at the start of the secondment. Any extension must be agreed by all the parties and confirmed in writing and must ensure that the duration of the secondment does not exceed a period of 2 years, in totality.

15. OTHER TERMS & CONDITIONS

15.1 All other terms and conditions remain the same as per your contract of employment issued on[date]

By Signing this Secondment agreement the employee acknowledges that in the case of redundancies or restructuring taking place in the substantive area, they are placing themselves in a position of risk in that they may not be able to return to their original substantive post, if the same is not available in accordance with the Organisational Change Policy and Procedure.

Secondment Agreement to be signed by all Parties

Signed on Behalf of:

..... **Date**
Name of the Employee's Substantive Section

..... **Date**
Name of the Employee's Secondment Section

..... **Date**
Name of Employee