

Implemented 13<sup>th</sup> February 2006

## HUMAN RESOURCES

# Secondment Scheme



## CONTENTS

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	Page
Introduction.....	3
Scope.....	3
Manager Responsibilities.....	3
Process.....	4
Senior Post Secondments.....	4
External Secondments.....	4
Manager identifies Secondment Opportunity.....	5
Application Process.....	6
Salary, Additional Payments and Annual leave.....	6
Central Monitoring for Secondments.....	7
Evaluation and Returning from Secondment.....	7
Early Termination.....	7
Further Information.....	7
Appendix 1: Secondment Evaluation Form.....	8
Appendix 2: Secondment Agreement - External.....	10

## **1. INTRODUCTION**

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- 1.1 The Council recognises that its services benefit from employing staff who have gained wide and varied work experience across service areas and from external organisations or those working in partnership with the Council.
- 1.2 Secondments provide a way of widening the pool of potential recruits from which posts can be filled enabling services to benefit from a wider range of skills and expertise encouraging staff development.

## **2. SCOPE**

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- 2.1 The scheme is open to all permanent employees.
- 2.2 Secondments should normally be for a minimum of three months but not normally more than twelve months (in exceptional circumstances up to 2 years). Some secondment arrangements may be part time.
- 2.3 The seconded employee remains an employee of the substantive service and returns to their substantive position at the end of the secondment.
- 2.4 The secondment can be to cover a vacant post or to work on a specific project where there are tangible benefits to both the employee and the Council.
- 2.5 For employees on grades below LP08, the substantive post will be protected while on secondment except in cases of restructuring. That is the post will not be filled on a permanent basis. If a restructure occurs in the section where the substantive post is held, the employee will be kept fully informed of the options affecting their post throughout the consultation period and the implementation of the new structure.

## **3. MANAGER RESPONSIBILITIES**

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- 3.1 During the secondment, all line manager responsibilities transfer to host manager when the secondment takes place. This includes responsibility for the following:
  - Briefing and Induction before the secondment starts.
  - Developing an on-going Learning/Development plan.
  - Allocating and supervising day to day work
  - Providing regular one to one meetings to discuss progress and other issues.
  - Carrying out PDR's.
  - All HR functions related to the post such as authorising annual leave, monitoring absence and exercising disciplinary action if necessary.

## **4. PROCESS**

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- 4.1 A secondment should be supported and agreed by the employee's existing manager so a discussion needs to take place first between the employee and their manager. Where secondments will exceed a year, the Corporate Director will need to agree following advice from Human Resources.
- 4.2 If a request for permission to go on secondment is refused, the manager must outline to the employee the reason for refusing the request. Service delivery needs will obviously be a key factor when agreeing or refusing a secondment.
- 4.3 An employee has the right of appeal to their Corporate Director whose decision is final. The process will be the same as the final stage grievance procedure. The Corporate Director may wish to discuss recommendations with the Chief Executive.

## **5. SENIOR POST SECONDMENTS**

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- 5.1 For posts graded LPO8 and above, the relevant Corporate Director should decide whether the employee's substantive position can only reasonably be covered by recruiting to the position on a permanent basis. The employee will be fully informed at the outset as to the situation regarding their substantive post.
- 5.2 In these circumstances at the end of the secondment, if the Council is unable to offer suitable alternative post, the employee will be entitled to voluntary redundancy/early retirement. An employee is not able to refuse reasonable alternative employment by opting for voluntary redundancy/early retirement. However, each case should be judged on its own merits and this is at the discretion of the relevant Corporate Director. Should the employee be made redundant, it will be the directorate from where the employee was seconded from that will need to make the redundancy payments.

## **6. EXTERNAL SECONDMENTS**

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- 6.1 Secondments can be to external organisations (i.e. a Council employee is seconded to work in another local authority or another organisation outside of local government). The Council may also accommodate secondees from outside organisations.
- 6.2 Secondments to other employers can take place provided the Corporate Director is in agreement to it. Employees seconded to outside organisations retain full continuity of employment i.e. they remain on the Council's terms and conditions and will return at the end of their secondment to their substantive post (except where this may not be possible as outlined in Senior Post Secondments). During external secondments the employee will:

- a) continue to be paid by the Council in the usual way at the rate advertised for the secondment or at their current grade, whichever is the higher.
  - b) be permitted to take their normal annual leave entitlement. Normal notification of taking leave should be given to the secondment line manager during the secondment
  - c) continue to work their normal contracted hours but are expected to be flexible to meet the needs of the organisation they are seconded to.
- 6.3 The Council will invoice the host employer in order that the Council's full employment costs are reimbursed.
- 6.4 The Council uses a standard secondment agreement for external secondments available from Human Resources. This is attached in Appendix 2.

## **7. MANAGER IDENTIFIES SECONDMENT OPPORTUNITY**

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- 7.1 When identifying a secondment opportunity either for Council staff and/or employees of other organisations, the Service Head should consider the following:
- the benefits that additional expertise and experience from outside the particular service(s) will bring;
  - the need to fill a post on a temporary basis e.g. to cover long term illness, maternity leave etc.. The offer of secondments can encourage applicants from inside and outside the Council who would not wish to give up a permanent post for a temporary position;
  - promoting individual and team development;
  - opportunity to gain other experience and knowledge on a temporary basis;
  - assisting the recruitment of key staff (maybe in hard-to-fill posts) where the offer of a secondment would be more acceptable than a permanent job;
- 7.2 Other considerations
- Where possible secondments should be open to job share.
  - In the case of maternity leave arising for the secondee, if the time off exceeds the secondment period it would be expected that after the maternity leave the employee would return to their substantive post.

## **8. APPLICATION PROCESS**

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- 8.1 For short-term cover arrangements within a service area, expressions of interest should be sought from within the service area in the first instance.
- 8.2 For secondment arrangements of 6 months or more, the manager should draw up a job description and a person specification. This might be shorter than those used for permanent positions and should concentrate on the key skills, and knowledge and duties relating to the specific project(s) envisaged. The job description should be evaluated in the normal way. On occasions a full project brief may substitute.
- 8.3 An employee should speak to their manager in the first instance if they are pursuing a secondment. Applications should then be on a standard Council application forms, unless a letter expressing interest is requested as an alternative, with short listing, interviews and evaluation carried out in accordance with the Council's recruitment procedures.
- 8.4 All long-term secondments, that is 6 months or longer, should be advertised in the internal Vacancy List. Since secondments are regarded as a means of developing an employee's potential, applicants need only fulfil 75% of the shortlisting criteria in order to be shortlisted for interview
- 8.5 Where there is only one applicant for the secondment, then an informal interview with the manager of the host service area will suffice. Where more than one application is received, a normal selection interview will take place.
- 8.6 Human Resources will write to the secondee to confirm the secondment arrangements. Secondments constitute employment changes and therefore need to be discussed with Human Resources.

## **9. SALARY, ADDITIONAL PAYMENTS AND ANNUAL LEAVE**

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- 9.1 The host Directorate providing the secondment opportunity will be responsible for the secondee's pay for the duration of the secondment.
- 9.2 An employee on a higher substantive grade applying for a secondment at a lower grade must be made aware that if they accept the secondment, there will be a reduction for the duration of the secondment as salary protection does not apply for internal secondments. Any incremental progression will occur in the usual way.
- 9.3 Where a secondment is at a higher grade the employee will be entitled to any additional pay and other conditions of service applicable to the higher grade.

## **10. CENTRAL MONITORING FOR SECONDMENTS**

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- 10.1 All internal secondments need to be recorded within Human Resources who will enter the relevant information on the Human Resources system. The Corporate Learning and Development Team will maintain a Central Register or file to monitor all employees on secondment, including staff seconded into the Council externally from an external organisation
- 10.2 Secondment Evaluation Forms should be sent both to the Human Resources Manager and the Corporate Learning and Development Team for monitoring. A Central Register will provide an equality profile to assist in regular equality impact assessments of this scheme.

## **11. EVALUATION AND RETURNING FROM SECONDMENT**

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- 11.1 At the end of the secondment, the employee and the host manager will complete an evaluation using the Secondment Evaluation Form contained in Appendix 1.
- 11.2 On returning to their substantive post, the employee should receive a full brief by their manager on what has happened in their absence in order to provide information on developments and changes within the service area to assist the employee settle back into the job as quickly as possible.
- 11.3 Following the completion of a secondment, an employee must return to their substantive post for a year unless exceptional reasons have been agreed otherwise by the Service Head, Human Resources, before they will be eligible to apply for another secondment opportunity.

## **12. EARLY TERMINATION**

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- 12.1 If there are concerns with the secondee's performance, it would be expected that an opportunity to improve had been given before the decision to end the secondment was made.
- 12.2 The host manager can terminate the secondment at any time. In these circumstances the employee does not have the right of appeal. The reason for the secondment termination should be given in writing and the line manager for the substantive post should be notified as soon as possible. Arrangement should be made to assist the secondee back into their substantive post. An employee can also terminate a secondment early and should give one month's notice in writing to the host manager.

## **13. FURTHER INFORMATION**

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- 13.1 For further information please contact Human Resources.

**Human Resources Strategy**  
**Appendix 1: Secondment Evaluation Form**

**February 2006**

**Name:**.....**Service Seconded from:** .....

**Manager (Home):** .....**Directorate:** .....

**Area Seconded to:** .....**Directorate:** .....

**Manager:** .....

**Dates of Secondment from:** ..... **to:** .....

What was the purpose of the Secondment? What skills did you hope to gain or improve?

Please outline how you achieved the aims and objectives agreed at the start of your secondment.

What benefits did you gain from the Secondment? Please give examples.

Please give examples of new knowledge and skills gained?

Please give details of any particular area(s) of work undertaken outside of your normal duties.

Please list formal training undertaken e.g. personal development or I.T as part of secondment.



How might these new/improved skills be of benefit in your substantive post?
How might these new/improved skills be of benefit to you in the long term?
Have you identified any further development needs?
<p>Do you think the Secondment was of benefit to you? (please ✓ )</p> <p>YES NO</p> <p>Please comment</p>
<p>Did you find the level of support you received was? (please ✓ )</p> <p>More than adequate Inadequate Adequate None at all</p>
<p>Would you recommend a secondment to colleagues? (please state)</p> <p>YES NO</p> <p>Please comment</p>

**Please return one copy of the form to your Human Resources Manager and one copy to the Corporate Learning and Development Team.**

## SECONDMENT AGREEMENT<sup>1</sup>

This agreement is made between:

- (1) The London Borough of Tower Hamlets of the Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG (“the Council”); and
- (2) [Name], [Address], (“the Company”); and
- (3) [Name of Secondee] of [Address] (“The Secondee”).

### 1. Appointment

[Name of employee] (“the Secondee”) is appointed to the position of [job title] on a secondment basis in the [Service Area] of the Company (“the Secondment”). The job title and duties will be agreed with the Secondee’s line manager at the Company and specific duties may be changed from time to time.

During the Secondment, the Secondee will comply with all reasonable and lawful instructions of [his][her] line manager within the Company.

### 2. Duration

The Secondment will begin on [Date] [for a period of [ ] months]. **or** The Secondment will end on [date].

Where an extension is agreed to the Secondment the terms and conditions in this agreement would continue to apply unless expressly agreed otherwise in accordance with clause 13.

### 3. Termination

It is intended that the Secondment will end on [date]. The Secondment may be ended earlier by either the Council or the Company giving one months’ written notice of termination to the other party.

A shorter period of notice can be mutually agreed by the Council and the Company provided that this is evidence in writing.

### 4. Place of work

During the Secondment, the Secondee’s place of work will be [details]

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<sup>1</sup> To be used only where the Council is seconding an employee to an external organisation.

The Seconded will be reimbursed for travelling and subsistence costs incurred in carrying out the Company's business in accordance with the Company's policies.

## 5. Terms and Conditions of Employment

Except as expressly varied by the terms of this agreement, the Seconded will continue to be employed on [his][her] terms and conditions of employment that applied immediately before the Secondment. The Seconded will continue to be bound by the Council's Code of Conduct.

The Seconded will be entitled to remain a member of the Council's pension scheme.

For the avoidance of doubt, the Seconded will remain an employee of the Council and the terms of the Secondment will not constitute an employment relationship between the Company and the Seconded.

## 6. Hours of Work

The Seconded will work [ ] hours a week for the Company although will be expected to be flexible to meet the needs of the [Company]. [The Seconded will continue to complete time sheets for the purpose of the Council's flexi-time scheme. These records must be counter-signed by the Seconded's line manager at the Company and must be provided to the Council at the end of the Secondment].

## 7. Annual leave

The Seconded will be entitled to take annual leave during the Secondment. The Seconded's annual leave entitlement in addition to the normal Public Holidays and the additional days the Council allows at the Spring Bank Holiday and at Christmas will remain unchanged. This is currently [ ].

The Seconded's line manager at the Company will be responsible for agreeing any such leave during the term of the Secondment. Agreement to such leave will be subject to the needs of the Company's service but will not be unreasonably withheld.

Within one week of the end of the Secondment the Company will provide the Council with written notification of all annual leave taken by the Seconded during the Secondment.

## 8. Sickness absence

If the Seconded is absent during the Secondment due to illness, the Seconded will be obliged to notify [his][her] line manager at the Company of [his][her] illness rather than [his][her] manager at the Council. The Company shall notify the Council of the sickness of the Seconded within one week of the first day of the Seconded's illness.

The Company will be responsible for complying with the Council's procedures on sickness absence including, for example carrying out return to work interviews. The Council agrees that it will provide advice to the Company on carrying out the sickness absence procedure, where relevant.

The Seconded will be entitled to benefit from the Council's sick pay arrangements during the Secondment. For the avoidance of doubt, the Company will be responsible for meeting the costs of any sick pay that the Council pays to the Seconded.

Long term sickness absence (in excess of one month) or continued intermittent absences may result in the Secondment being reviewed.

Within one week of the end of the Secondment, in respect of any period of illness experienced by the Seconded, the Company will provide the Council with a written summary of all periods of illness and copies of all self-certificates of illness or doctors certificates of illness.

## 9. Disciplinary Procedure

The Council's Disciplinary Procedure will continue to apply to the Seconded throughout the Secondment.

If the Company reasonably determines that the Seconded has potentially committed a disciplinary offence, it must notify the Council within 48 hours of discovering the same. The Council will then apply the terms of its Disciplinary Procedure in conjunction with the Company and the Company agrees that it would take all necessary steps to assist the Council in carrying out the Disciplinary Procedure.

## 10. Grievance Procedure

The Council's Grievance Procedure will continue to apply to the Seconded throughout the Secondment.

If the Seconded raises a grievance with the Company, the Company will notify the Council within 48 hours of receiving the same. The Council will then apply the terms of its Grievance Procedure and the Company agrees that it would take all necessary steps to assist the Council in carrying out this process.

## 11. Payment of Employee and recharging arrangements

The Council agrees that during the Secondment the Council will continue to pay the Secondee their contractual salary and other contractual enhancements (if relevant), in the normal way.

The Council will charge the Company for the services of the Secondee on a monthly basis. This charge will include salary costs and any enhancements (if relevant) plus any increases in salary or enhancement, employer's national insurance payments, employer's pension contributions and VAT where applicable.

Requests for payment will be sent to the [*Company's finance Service Area*] and payment must be made within 30 days. Late payment may incur an interest charge.

In the event of early termination payment will be required on a pro rata basis on the basis of 1/260<sup>th</sup> of the annual charge per completed day of the Secondment.

For the avoidance of doubt, the Company will be responsible for the costs of the services of the Secondee even where the Secondee is absent for part of or all of the monthly period due to holiday or sickness absence.

## 12. Indemnity

The Company shall take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance cover any loss, injury and damage caused by or to the Secondee during the Secondment Period.

During the Secondment Period the Company shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was his/her employer and shall comply with the Council's reasonable requests in connection with the Council's duties in relation to the Secondee.

The Council shall use its reasonable endeavours to procure that the Secondee shall provide the Services with reasonable skill and care.

The company shall indemnify the Council fully and keep the Council indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

- (a) the Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by the Company or its employees or agents during the Secondment Period;
- (b) a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee during the Secondment Period.

The Council shall indemnify the Company fully and keep the Company indemnified fully at all times against any claim or demand by the Secondee arising out of his/her

employment by the Council or its termination during the Secondment period (save for any claim relating to any act or omission of the Company or its employees or agents).

After the Secondment period the Council shall indemnify and keep indemnified the Company against any and all costs, claims, demands, actions and proceedings (including all legal costs, disbursements and applicable VAT) which then arise in connection with the Seconded asserting any right against the Company arising out of and following the end of the Secondment Period except insofar as any such costs, claims, demands, actions and proceedings arise as a result of circumstances which could reasonably have been avoided by the Company.

### 13. Variation

The terms of this agreement may only be varied by written agreement of both the Council and the Company.

### 14. Contact points

The relevant contact points for any issues arising out of this Secondment are:

For the Council: [Name][Position][Contact Details, including address]

For the Company: [Name][Position][Contact Details, including address]

All notices served under this agreement must be sent to the relevant contact person named above. This includes, but is not limited to, any notice of early termination, notification of a disciplinary matter and notification of a grievance.

### 15. Governing Law

The terms of this agreement are governed by and will be construed in accordance with the laws of England.

For and on behalf of the Council

Signed.....

Full Name.....

Position.....

Dated.....

For and on behalf of the Company

Signed.....

Full Name.....

Position.....

Dated.....

The Seconded

Signed.....

Full Name.....

Position.....

Dated.....