



Education, Culture & Sport Service

Highland Local Negotiating Committee for Teachers

LNCT Agreement no.9 –

Secondment policy

SECONDMENT

1. Introduction

The term secondment covers a variety of arrangements where an employee is "placed in" or "borrowed from" another organisation, or Service, or part of a Service. It can be internal between Services (inter) or between parts of the same service (intra); 'outward' to another organisation; "inward" from another organisation or "reciprocal/two way", between organisations/Services.

This is a guide to the processes involved in managing a successful secondment. It does not cover every situation. The guide covers a number of elements of the Council's Extended Learning Policy which deals particularly with learning needs and benefits of placement of employees.

2. The Benefits of Secondments

(i) For the Council:

- creation of a more flexible organisation
- increase employee knowledge, abilities and skills
- enhance management development
- broaden employee experience
- develop relationships with other organisations, both public and private
- provide opportunities for employees to gain experience within areas where certain categories of employee may be under-represented
- exchange of information and ideas
- plugging short and longer term skills gaps

(ii) For the Employee:

- personal development
- broaden experience and knowledge
- develop the ability to transfer skills
- develop confidence and flexibility
- testing and gaining skills in a new environment

3. Reasons for Secondment

Secondments can be used for a variety of circumstances such as:

- a special project/assignment
- particular expertise is needed
- an immediate input is needed
- a learning/development opportunity is recognised

4. The Nature of the Secondment

It can be one of the following:

- part-time

- full-time
- part-time leading to full-time, and vice versa (e.g. increasing/decreasing commitment as a project progresses)
- one way
- two way (reciprocal)
- covering or 'acting up' for an absent colleague

Secondments should be fixed term placements, normally not less than 3 months, and no more than 24 months, and have a specified purpose. Secondments are different from temporary appointments in that temporary jobholders do not have a commitment from the Council to continued employment when the temporary contract ends. Secondees will normally be able to return to their substantive job in the Council at the end of the secondment period.

5. What Makes a Successful Secondment

To be successful, a secondment needs to:

- fit in with the current HR plan and business needs
- be structured, i.e. its purpose and practical arrangements between the lending and borrowing parties and the employee(s) are clearly expressed and agreed
- have arrangements to integrate employees into the recipient organisations, which mirror induction processes for new employees
- form part of an employee's PDP outcome

6. How Secondments Arise

In a variety of ways, including:

- an external organisation approaching the Council for expertise
- an employee seeking opportunities to work in another Service or for another employer
- an employee seeking a development opportunity
- a Service recognising that a secondment would be an appropriate method to meet a particular need
- an action arising from a personal development plan
- where it is an agreed solution to a particular workplace problem, such as stress

7. Treatment of an Employee's Secondment Request

Prior to a Council employee applying for a secondment, he/she must obtain approval from his/her manager for possible release from his/her substantive post. The manager / Head Teacher of the substantive post will consider the request in light of the operational, technical and economic impact on the Service over the secondment and post secondment period, the benefits to the employee and the benefits to the Service. Such consideration will occur in a positive manner. It will be made clear to the employee that secondment is not an automatic right and will be refused if the employee cannot be released. The reasons will be explained to the employee. To assist in achieving consistency in

the application of this policy, Service Directors and individual employees may refer to the Director of Corporate Services for guidance.

8. Pay

In the majority of cases, secondments will specify a particular salary and this will apply for the secondment period. However, if the secondee's pay exceeds the secondment pay, the secondee will continue to receive his/her own pay for his/her substantive post. There may be occasions when there is no specified salary and the secondee will retain his/her pay for his/her substantive post.

9. Planning for a Secondment

If a secondment is being considered, the line manager will have to examine such issues as:

- why is it necessary?
- is it the best way to meet the need?
- what has to be done to ensure that suitable potential secondees are encouraged to express an interest?
- does it have to be based at a particular site?
- what will be the knock-on effects of the secondment?
- what support will a secondee need?
- what will be the expectations of the secondee and how should these be managed?
- what should be the content of the secondment agreement between the hosting and lending bodies/services?

10. Administration of Secondments

In most cases, the secondment opportunity will be advertised in the internal Vacancy bulletin. Where a Service Director requests the secondment of a particular employee who has the particular skills and expertise for the secondment, that employee may be considered for secondment without the normal Recruitment & Selection procedures of the Council being used. The Service must however ensure that there are valid and sustainable reasons for the request and this is discussed first with the Personnel Manager (Operations).

Where an external organisation (the host) is involved, a statement of Conditions of Service will be issued to the Secondee by the host organisation. A Secondment Agreement (see Section 11) will be entered into by the Council and the host organisation. Where it is a secondment to another Service/part of the same Service, the Secondment Agreement will be less formal.

If a Service seeks to second a particular employee to an external organisation for the purposes of development, it must ensure that the external organisation provides appropriate developmental opportunities. The Service must also ensure that it has appropriate funding to cover any additional costs, e.g. temporary

replacement of secondee, excess travel costs.

Where a Service Director requests the secondment of an employee from an external organisation, the approval of the Resources Committee must be sought.

Recruitment of a secondee from an external organisation or inter/intra Service, will follow the basic principles of the Council's Recruitment & Selection Policy. A job specification will be prepared detailing the duties of the post. A person specification must also be compiled and the proposed secondee's qualifications, skills, experience and personal qualities should be assessed against these specifications prior to the secondment being offered to the individual.

If a reciprocal secondment is agreed with an external organisation, care should be taken to ensure that the person to be seconded into the Council meets the criteria of the person specification prepared by the Service.

11. The Secondment Agreement

The secondment agreement sets out the conditions and provisions between the Council and the other organisation. It is important that the terms of secondment between Services or the Council and an outside organisation are clear before the secondment starts. The terms of the written agreement would include:

- period of secondment
- arrangements to integrate the individual into the recipient Service/Organisation
- duties expected
- any budgetary responsibilities for other costs e.g car allowances, travel expenses, subsistence expenses
- discipline and grievance arrangements
- maintenance of contact with employee during the secondment period
- personal development plan arrangements
- performance review arrangements
- preparation for the return of the employee
- arrangements should the secondment be terminated prematurely
- health and safety

For inter/intra Service secondments, these terms would be covered in an exchange of emails between the appropriate Heads of Service.

Where an external secondment is involved, the following will also be covered in the agreement

- method of reimbursement of secondment costs (NIC, pay, expenses, pension contributions, invoice dates)
- service charge (including VAT)
- of contact and support arrangements for the individual during the secondment period
- insurance and indemnity arrangements

- induction arrangements
- responsibility for other personal contract conditions, e.g. holiday, maternity, sickness allowance schemes
- return arrangements including timing, phasing and notification
- health and safety

A style is given in Appendix 1

12. The Status of Secondees

Secondees **into** the Council will not at any time be regarded as under a contract of employment with the Council unless there is an express written agreement to that effect. Secondees **from** the Council will not be regarded as employees of the other organisation unless there is express written agreement to that effect.

13. Operational Responsibilities of Managers

The line manager of the **secondment post** will be responsible for managing the secondment. This includes:

- ensuring that the secondment agreement has been completed and signed on behalf of the Council and the host organisation
- preparation of a Personal Development Plan in conjunction with the secondee and the substantive line manager
- arranging for recruitment administration to be completed
- briefing the secondee before commencement of the secondment
- providing induction to the Service
- arranging necessary training
- ensuring budget monitoring for the secondment is undertaken
- managing details of employment such as authorising annual/special/flexi leave, dealing with sickness absence and general employment issues
- any serious non-routine issues or any formal action taken within the terms of the Council's Disciplinary Procedure must be dealt with in consultation with the employee's substantive line manager
- ensuring that the secondee is aware of the key tasks and objectives that are to be met during the period of the secondment
- arranging regular meetings with the secondee to discuss progress and any other issues
- providing feedback at agreed pre-arranged intervals to the substantive line manager
- providing a written report to the substantive line manager outlining the achievements of the secondment and the secondee
- supporting, along with the line manager of the substantive post, the successful re-entry of the secondee to their substantive post

The line manager of the employee's **substantive post** should:

- be involved in the preparation of a PDP in conjunction with the secondee and the host Service/Organisation
- issue the statement of terms and conditions to the employee

- check that the secondee has been briefed prior to the start of the secondment
- take part in meetings with the secondee to discuss progress and issues as appropriate
- keep the secondee apprised of any developments within the Service and/or their post and consult them on any changes that may affect them e.g. restructurings
- liaise with the secondee's current line manager in respect of PDP
- ensure that the secondee is properly briefed and supported on return to their substantive post
- ensure that the secondee prepares a written report on the benefits, both personal and organisational, of the secondment. If appropriate, this along with the report from the seconding Service should be submitted to the Service management team
- arrange for cover for the substantive post (if approved) in accordance with the Council's Recruitment & Selection Policy.

14. Statement of Terms and Conditions for Secondee

The employee will be provided by the manager of the employee's substantive post with a statement of the terms and conditions which will apply for the secondment period and which the employee will accept by signature. The statement will include information concerning:

- pay and contractual conditions during the secondment period
- period of secondment including a provision that the secondment may be terminated early and when the terms and conditions relating to the secondment would cease
- reason/purpose of secondment
- learning objectives
- contact arrangements with the parent Service/Organisation during the secondment period
- support arrangements to integrate the individual into the recipient Service/organisations
- rights of the parent Service and host Organisation/Service to terminate the secondment
- arrangements should the secondee wish to terminate the secondment, being particularly clear as to which position the secondee will return
- the duties expected of the employee during the secondment period and his/her management
- pension arrangements (if external)
- preparation for return
- staff support and development during the secondment
- applicability of policies of the host organisation during the secondment period
- excess travel arrangements (if applicable)
- leave arrangements

A style of letter is given in Appendix 2

15. Disciplinary / Grievance Issues

Secondees will be dealt with under the disciplinary procedures of their parent organisation, so Council employees seconded out to another organisation will remain subject to the Council's disciplinary procedures. Likewise if a secondee raises a grievance.

If a Secondee is found to be guilty of serious or gross misconduct in terms of the Disciplinary Procedures applicable to that person, the host Organisation/Service may immediately terminate the Secondment agreement.

16. Termination of Secondments

The secondment agreement for a Council employee will ensure that the secondee will normally return to his/her current substantive post and salary grade. However, if restructuring occurs of the parent Service during the secondment, then the secondee will be informed of any effect of such restructuring on the employee's substantive post at the same time as other employees involved. They will be involved in any redeployment/redundancy arrangements and will be involved, along with other employees, in any consultation process.

A secondment may be terminated before the end of the secondment period by either the parent organisation or the host with agreed notice being given to the employee (except in cases of serious or gross misconduct where immediate termination can occur). In such cases the employee would return to the substantive post immediately subject to the existence of the substantive post. If it no longer exists, then the employee will already have been advised of alternative arrangements as per the preceding paragraph.

If the secondee chooses to terminate the secondment prematurely for what are held to be reasonable grounds by both the parent Organisation/service and the host (eg personal reasons), but the substantive post is already occupied, there will be no guarantee that the secondee will be able to return to that post immediately. The secondee will revert to the terms and conditions of the substantive post, but will be given alternative reasonable duties [though the duties could be at a lower level than previously exercised] without loss of pay. Such arrangements would exist for a period no longer than the period of secondment agreed between the parent/host organisations/Services.

17. Excess Travel Costs

Ideally, secondment positions should be filled by competition. Where a secondment occurs as a result of competition, either internally or externally, it will not normally attract entitlement to excess travel costs or other associated relocation costs as a result of taking up the secondment. Thus a secondment between Services of an employee following open competition for the position will not normally mean entitlement to excess travel costs. Any exceptions to this position would require to be discussed with the Head of Personnel.

Where an employee is required by the Council to undertake an inter/intra-Service secondment or to another Organisation then excess travel expenses associated with the secondment will be payable. There will be no entitlement to daily subsistence expenses.

Signed on behalf of the Council

Signed on behalf of the Teachers' Side

Name Bruce Robertson

Name Andrew Stewart

Designation Joint Secretary LNCT

Designation Joint Secretary LNCT

Date 16 June 2004

Date 16 June 2004

SECONDMENT POLICY
GUIDELINES FOR MANAGERS

STYLE OF SECONDMENT AGREEMENT

Secondment of an Employee of Highland Council

The Highland Council agrees to the Secondment of *(Name of Employee)* to *(Name of host organisation)* on the terms of this Agreement for the period of *(detail duration of Secondment)*.

This Agreement shall commence on *(agreed date of commencement)* and will be effective until *(agreed date of termination)*. Should there be a requirement for the Agreement to be terminated earlier than the agreed date either party is required to give the other party one month's notice in writing.

Duties of the Secondee

The Council requires that the Secondee will carry out all reasonable instructions of *(Name of the host organisation)* during the period of Secondment. *(Name of the host organisation)* shall ensure that the duties of the Secondee are appropriate to the nature of the Secondment.

Conditions of Service of the Secondee

Every effort will be made to ensure that the Conditions of Service enjoyed by the employee within the substantive post continue throughout the period of Secondment. However, this may not be possible in all instances, e.g. in relation to working hours, working patterns.

(Name of Secondee) will continue to be an employee of the Highland Council and so retain Council Terms and Conditions of Service. The costs will be recovered from *(Name of Host organisation)*. Details are as follows:

- ◆ The agreed salary, *(amount of current salary plus details of incremental progression)*, plus any nationally agreed pay increases
- ◆ Agreed Allowances *(Details of allowances i.e. Essential User Car Allowance, Bonus Payment, etc.)*
- ◆ Employers Superannuation Contributions *(If employee is a member of the Local Government Superannuation Scheme)*
- ◆ Travel and Subsistence and any other out-of-pocket expenses necessarily incurred by *(Name of Secondee)* in the performance of agreed duties during the period of Secondment. These payments will be made in accordance with the rates as agreed by the Scottish Joint Council for Local Government Employees.
- ◆ Overtime Payments will be made to the employee in respect of any additional hours incurred in the performance of the agreed duties during the period of Secondment. These payments will be made in accordance with the rates as agreed by the Scottish Joint Council for Local Government Employees
- ◆ *(Name of Secondee)* is currently entitled to *(insert details of entitlement)* in respect of Annual Leave and Public Holidays for the period of the secondment.

This leave will be taken during the period of the Secondment and agreement as to the timing of this will be reached with *(name of host organisation)*

- ◆ Sick Leave and Pay will be in accordance with the scheme currently in operation within the Highland Council. *(Name of Employee)* is currently entitled to *(Details of current entitlement)*.
- ◆ *(Name of Secondee)* is required to give *(insert detail)* of the intention to terminate employment with the Council. This notice period will also apply to the Secondment position
- ◆ *(Name of Secondee)* currently works *(insert number of hours contracted to work)*. Agreement will have to be reached regarding Flexi-time if the employee currently enjoys this condition. It may not be possible for this to be honoured by the Host Organisation.

Provision of Information

(Name of host organisation) will be required to provide the Highland Council with all such information as the Council may reasonably require in respect of the performance and attendance of *(Name of Secondee)* throughout the period of the Secondment.

- ◆ A report will be required on the completion of the Secondment detailing whether the aims and goals of the Secondment had been achieved and the outcomes of the Personal Learning/Development Agreement of *(Name of Secondee)* had been achieved.
- ◆ *(Name of Host Organisation)* shall maintain records and make available to the Council on request details of:
 - (a) absence due to annual, sick or special leave
 - (b) unauthorised absence
 - (c) overtime worked
 - (d) any counselling that has been undertaken as an alternative to formal disciplinary action

Formal Disciplinary Action

If *(Name of host organisation)* alleges that *(Name of Secondee)* is guilty of serious or gross misconduct this must be advised to the Council at the earliest opportunity. The issue will be dealt with by the Council in accordance with the Council's Disciplinary Procedure and in co-operation with *(Name of host organisation)*. If *(Name of employee)* is found to be guilty of serious or gross misconduct *(Name of host organisation)* may immediately terminate the Secondment Agreement.

Health & Safety

During the period of Secondment *(Name of host organisation)* will be responsible in relation to *(Name of Secondee)* for compliance with all duties in relation to Health & Safety issues as imposed on an employer by any relevant statutory provision within the meaning of the Health & Safety at Work Act.

Indemnity

(Name of host organisation) will indemnify the Highland Council against any liability which the Council incurs due to any injury or disease sustained by *(Name of Secondee)* during the period of Secondment.

Signatories to the Agreement:

Signature

Signature

Date

Date

Name
Designation
For and on behalf of
Highland Council

Name
Designation
For and on behalf of
(Name of Host Organisation)

Dear

Secondment to Post of _____ in

I refer to communications with _____ in relation to the details of your secondment to the post of _____ and would advise that the following terms have been proposed:

1. The period of secondment will be for 12 months, commencing
2. During your secondment you will remain an employee of Highland Council and therefore retain Council terms and conditions, e.g. sick leave, special leave, unless otherwise specified. If there are to be any changes to the Council's terms and conditions while you are on secondment you will be notified of these as soon as possible.
3. Your hours of work will reflect those of _____ (the host employer). You will retain your holiday entitlement and take leave with the approval of the line manager of the host body. Fixed public holidays will also require to be taken in accordance with your host employer, however, where your host employer public holidays are less than Highland Council's provision, you can take the additional days in lieu.
4. Your salary will be £ _____ (for the period of your secondment) and will continue to be paid and processed by the Council on a monthly basis (28th of the month). The Council will invoice your host employer on a quarterly basis.
5. Any other expenses should be authorised through your host employer (eg travel expenses) but paid in accordance with Council rates. Claims should be forwarded on to the Council for payment. You should notify your host employer of any sick leave in accordance with their sickness reporting procedures and this should be forwarded on to the Council on a monthly basis to be processed through the Council's payroll section and absence recording system. Any other requests for leave of absence e.g. bereavement leave, should also be forwarded on to the Council in order that accurate records can be kept. There will be no requirement to inform the Council of requests for annual leave, this should be authorised through your host line manager.
6. You will be subject to the Council's disciplinary/grievance procedures. If your performance or behaviour is unsatisfactory for any reason during the secondment period, your secondment may be terminated following consultation with your host employer and the Council.

7. During the period of your secondment, you will be covered by your host employer's Personal Accident Cover for employees.
8. Your host employer will be responsible for your compliance with all duties in relation to health and safety issues as imposed on an employer by any relevant statutory provision within the meaning of the Health and Safety at Work Act.
9. Your host employer will indemnify Highland Council against any liability which the Council incurs due to injury or disease you may sustain during the period of your secondment.
10. The Council will be responsible for your employment at the end of the secondment.
11. There may be a requirement for you to meet with your Highland Council line manager periodically during your secondment, to keep you apprised of any issues within the Council during your absence.

If you require to clarify any of the above issues or any other issue not referred to in this letter, please do not hesitate to contact me.

I would be grateful if you can confirm your acceptance of these terms by signing the attached copy of this letter and returning it to me. I have forwarded a copy of this letter on to _____ with _____ for information.

Yours sincerely

Area Personnel Adviser

I accept the terms of the secondment from Highland Council to
as given in this letter.

Signed Date

cc

(2 copies of letter – signed original to be returned to Area Personnel Adviser, and copy retained by employee)