

Secondment Policy

1. Secondment – Definition

A secondment may be defined as a mutually agreed temporary move of an employee to another section/division or externally to another organisation.

This is different to an arrangement whereby employees are required to work flexibly within their job or role and the manager expects such a degree of flexibility to be exercised e.g. undertaking discreet projects within the remit of the role. Directors must ensure that flexibility is exercised appropriately.

2. Policy Statement

The Council recognises the value of secondments in supporting the development of employees. Secondments are an opportunity for employees to gain valuable experience in different work areas and develop an individual's skills and competencies, either within their normal place of work or in another organisation.

3. Purpose of Policy and Procedure

The purpose of this policy and procedure is to set out the arrangements for Council employees and individuals external to the Council who wish to take up a secondment opportunity and to ensure good management practice is followed when developing and deploying staff.

4. Scope of the policy

This policy is applicable at all levels within the organisation. The length of a secondment may range from 3 months to a maximum of 2 years. Secondment opportunities are open to employees who have completed one year's service with the Council. An employee should be back in their substantive post for a minimum of one year before they can apply for a further period of secondment

5. Benefits of Secondment

Organisation

Secondments can be a valuable tool for developing an employee's knowledge and skills and improving workforce motivation, morale and employee retention. Secondments can also help with raising performance and for allowing the cross fertilisation of ideas, techniques and approaches between sections, divisions and organisations.

Secondment opportunities can meet the needs of the organisation in filling temporary vacancies.

By developing partnerships with external organisations, secondments offer the possibility of “seconding-in” a diverse range of individuals with different experiences, which will benefit the Council.

5.2 Individual

A secondment gives the individual an opportunity to gain wider experience and acquire new skills and to develop or consolidate their experience, skills, knowledge and abilities, perhaps in such a way that is unavailable to them within their current post.

Secondments can be used as part of a career development programme for staff and give them exposure to different work settings and enable them to develop.

5.3 Equalities

Secondments can be a useful way for groups who under represented at particular levels of the organisation to gain experience and development opportunities.

6. Identifying Secondment Opportunities

Jobs or roles, which may be particularly suitable for secondment opportunities within the Council, include the following: -

- (i) Project assignments, introduce new initiatives or move forward an important area of policy;
- (ii) Assignments to carry-out a specific item of work, which might be of limited duration;
- (iii) A new or vacant post, where initially a short-term appointment may be needed whilst the post is filled on a permanent basis;
- (iv) To provide cover for employees who are absent, e.g. maternity leave;
- (v) Rotation of work areas so staff can gain a better understanding of the work of colleagues and help with motivation and morale;
- (vi) Where an individual in a permanent post is seconded, management may wish to consider that the individual's vacant post is also filled by a secondment.

7. Length of Secondment

The length of a secondment is open to negotiation taking into account the requirements of the individual and management.

Any extension to the secondment would need to be agreed between the individual and both home and host divisions/organisations. Any extension should be based on an assessment of the operational needs of the home division/organisation and an evaluation of how far the learning and

development objectives of the secondment have been achieved in the original period, together with the needs of the individual.

It is important to determine the possible duration of the secondment at the outset so that a structured programme can be set up as part of the employee's personal development, for example, planning the induction process, setting targets and devising a development plan.

8. Procedure for Managing Secondment Opportunities

The process for dealing with secondment opportunities is detailed in the following procedures and is in 3 sections; -

Section 1 – Secondments within the Council

Section2 – Secondments into the Council

Section3 – Secondments out from the Council

Procedure for Managing Secondment Opportunities

Section 1 – Secondments within the Council

1. **Advertisement**

Divisions should advise Personnel if they have a secondment opportunity to be advertised, giving details of the grade/salary and length of the secondment. Consideration should be given to whether the secondment is open to part-time working, job-share, etc. The Council's recruitment and selection procedures will be followed in that short-listing will take place and interviews conducted.

However, in circumstances where there is an urgent need and the secondment opportunity is envisaged to be no more than 3 months it will be possible to operate a ring-fence opportunity within the service area. Post approval forms must still be completed and Personnel informed as soon as possible of this course of action.

2. **Responding to a Secondment Advertisement**

- 2.1 Firstly, staff should discuss the secondment opportunity with their manager and/or Director and express their interest in applying for the post. Managers should be open to listening to requests from their employees for secondment opportunities and should also consider secondments alongside other developmental tools at individual employees' appraisal.
- 2.2 Employees should ideally have completed one year's service before being released on secondment to another division. It is important to note at this stage that the employee may only be released with the prior agreement of their manager and/or Director. Where a manager does not agree the secondment, reasons must be given in writing.
- 2.3 Possible reasons may be the secondment is not a development opportunity, there are not sufficient resources to release the employee or agreement has not been sought before making the application.
- 2.4 There may be instances where a secondment is planned for a particular individual in order to give them experience that will enhance performance in their own job, which is of a very specific nature and relates directly to the individual's work, for example specific project work opportunities.

3. **Conditions of Secondment**

- 3.1 When a member of staff is successfully appointed to a secondment, a letter will be sent by Personnel detailing the amendment to the main

terms and conditions of employment. This will include details of the post, salary, length of secondment and confirm that the employee will return to their substantive post or to a suitable alternative post at the end of the secondment. The expectation is that no permanent appointment will be made to the substantive post of the employee during secondment but there may be occasions when a suitable alternative post is sought for the person to return to in redundancy situations. Employees must be kept aware of any changes in their substantive work area. Where the substantive post has been made redundant, the employee retains the same rights as if they had not been on secondment. The secondment will be on pay and conditions no less favourable than they would have received had the secondment arrangement not taken place.

3.2 Before the secondment commences, the employee should meet with their new manager to discuss work areas, specific responsibilities and a secondment review date. The manager is responsible for providing induction training, identify training needs, agree a training plan and date for appraisal. The manager will also be responsible for identifying new reporting lines, e.g. absence reporting, requesting annual leave, etc.

3.3 The manager of the substantive post will be responsible for keeping the employee in touch with any developments in the division while they are away, and consult with them on any changes, for example, policy changes, structural changes, promotion opportunities, etc.

4. **Review Meeting/Early Termination**

4.1 Review meetings should be held approximately every 6 weeks after the commencement of the secondment. The purpose of these is to discuss how both the employee and manager feel the secondment is progressing, any training needs, areas of development or areas of concern, etc.

4.2 Where the secondment is deemed not to be working either the secondee or manager of the secondment post can bring the arrangement to an end giving the appropriate notice. This will be detailed in the secondment agreement. Either party should give full details, in writing, of why the secondment is deemed not to be working and the reason for termination. Either party should raise any areas of concern prior to this meeting and try to resolve any problems before termination is considered.

The manager of the substantive post should be involved in these discussions at an early stage as it may have repercussions on the cover arrangements.

If the secondment is terminated, arrangements should be made to assist the secondee back into their substantive post.

5. **Appraisal**

Dependant on when the secondment commences, it may be appropriate for both the manager of the secondment post and the manager of the substantive post to be involved in the appraisal process in order for the previous years targets to be assessed and new ones to be set. However, a formal review should be undertaken after the first anniversary of the secondment.

6. **Returning to the Substantive Post**

- 6.1 Approximately 6 weeks prior to the employee returning to their substantive post, both managers should conduct a meeting with the secondee to discuss skills and learning gained during the secondment and to plan if these can be implemented in the duties of the substantive post.
- 6.2 A brief meeting to update the employee on developments during the period of secondment should also be held.
- 6.3 In some circumstances it may be possible for the secondment to be extended, however, it will be essential for all parties to agree to this and for there to be the necessary budgetary provision available.

7.0 **Model Documents**

A secondment application form and model internal/ external agreements are attached at Appendices A, B and C respectively. These are models only and additional clauses may need to be added/amended to suit the secondment.

Section 2 – Secondments into the Council

1. **Advertisement**

Services should advise Personnel if they have a secondment opportunity to be advertised, giving details of the grade/salary and length of the secondment. Consideration should be given to whether the secondment is open to part-time working, job-share, etc. The Council's recruitment and selection procedures will be followed in that short-listing will take place and interviews conducted. It will also be expected that references and medical clearance will be taken up prior to the secondment being confirmed.

2. **Conditions of Secondment**

- 2.1 Following receipt of satisfactory references and medical clearance, a secondment contract will be issued, usually by the substantive employer. This needs to be signed by the secondee, the secondee's substantive employer and the Council. The contract should cover areas such as salary, length of secondment, termination clause, review dates, reporting lines, procedures to be followed including disciplinary, grievance, etc, hours of work, liability, health and safety and confidentiality. Personnel will check all secondment contracts and take advice if necessary.
- 2.2 The secondee will remain an employee of the substantive employer and not the Council; this will be detailed in the secondment contract. At the end of the secondment, the secondee will return to their substantive employer.
- 2.3 Before the secondment commences, the employee should meet with their new manager to discuss work areas, specific responsibilities and a secondment review date. The manager is responsible for providing induction training, identify training needs, agree a training plan and date for appraisal. The manager will also be responsible for identifying new reporting lines, e.g. absence reporting, requesting annual leave, etc.

3. **Appraisal Process**

- 3.1 Unless otherwise agreed in the secondment contract, for those secondments whose length is one year or more, the Council appraisal scheme should be used. For those secondments that are less than one year, regular meetings should be held with the secondee to agree work targets, set and review objectives, etc.

- 3.2 The substantive employer may request progress reports and/or request that their own appraisal scheme be applied, e.g. if they operate a performance related pay scheme. Managers should contact Personnel if they have any queries.

4. Review Meeting/Early Termination

- 4.1 Review meetings should be held approximately every 6 weeks after the commencement of the secondment. The purpose of these is to discuss how both the employee and manager feel the secondment is progressing, any training needs, areas of development or areas of concern, etc.
- 4.2 Where the secondment is deemed not to be working either the secondee or manager of the secondment post can bring the arrangement to an end giving the appropriate notice. This will be detailed in the secondment agreement. Either party should give full details, in writing, of why the secondment is deemed not to be working and the reason for termination. Either party should raise any areas of concern prior to this meeting and try to resolve any problems before termination is considered.

The manager of the substantive post should be involved in these discussions at an early stage as it may have repercussions on the cover arrangements.

If the secondment is terminated, arrangements should be made to assist the secondee back into their substantive post.

5. Returning to the Substantive Post

- 5.1 Approximately 6 weeks prior to the employee returning to their substantive post, both managers should conduct a meeting with the secondee to discuss skills and learning gained during the secondment and to plan if these can be implemented in the duties of the substantive post.
- 5.2 In some circumstances it may be possible for the secondment to be extended, however, it will be essential for all parties to agree to this and for there to be the necessary budgetary provision available.

Section 3 – Secondments out of the Council

1 Responding to a Secondment Opportunity

- 1.1 Firstly, staff should discuss the secondment opportunity with their manager and/or Director and express their interest in applying for the post. Managers should be open to listening to requests from their employees for secondment opportunities and should also consider secondments alongside other developmental tools at individual employees' appraisal. If the secondment has not been advertised in the normal way but an employee has been approached, then the individual should discuss this with their line manager as soon as possible.
- 1.2 Employees should ideally have completed one year's service before being released on secondment to another organisation. It is important to note at this stage that the employee may only be released with the prior agreement of their manager and/or Director. Where a manager does not agree the secondment, reasons must be given in writing.
- 1.3 Possible reasons may be the secondment is not a development opportunity, there are not sufficient resources to release the employee or agreement has not been sought prior to the external application.

2 Conditions of Secondment

- 2.1 Following a member of staff formally being offered a secondment opportunity, Personnel will issue the secondment contract. This will cover areas such as salary, length of secondment, termination clause, review dates, reporting lines, procedures to be followed including disciplinary and grievance, hours of work, liability, health and safety and confidentiality. Relevant Haringey pay and conditions should continue to apply. It is important to ensure that the organisation taking the employee is recharged in full for the budget costs of the individual e.g. salary plus pension and national insurance on costs.
- 2.2 An employee should be released to commence their secondment as soon as is practical, this should be no longer than the appropriate notice period for their grade.
- 2.3 In some circumstances the secondment employer may wish the Council employee to work to their policies and procedures, e.g. disciplinary procedure, grievance procedure, appraisal scheme, etc. In this instance Personnel will arrange to view the policies and discuss them with the employee.
- 2.4 The member of staff will remain an employee of the Council and will return to their substantive post or to a suitable alternative post at the

end of the secondment. This will be on pay and conditions no less favourable than they would have received had the secondment arrangement not taken place. Employees must be kept aware of any changes in their substantive work area. Where the substantive post has been made redundant, the employee retains the same rights as if they had not been on secondment.

- 2.5 Before the secondment commences, the employee should meet with their new manager to discuss work areas, specific responsibilities and a secondment review date. The manager is responsible for providing induction training, identify training needs, agree a training plan and date for appraisal. The manager will also be responsible for identifying new reporting lines, e.g. absence reporting, requesting annual leave, etc.
- 2.6 The manager of the substantive post will be responsible for keeping the employee in touch with any developments in the division while they are away, and consult with them on any changes, for example, policy changes, structural changes, promotion opportunities, etc

3 Review Meeting/Early Termination

- 3.1 Review meetings should be held approximately every 6 weeks after the commencement of the secondment. The purpose of these is to discuss how both the employee and manager feel the secondment is progressing, any training needs, areas of development or areas of concern, etc.
- 3.2 Where the secondment is deemed not to be working either the secondee or manager of the secondment post can bring the arrangement to an end giving the appropriate notice. This will be detailed in the secondment agreement. Either party should give full details, in writing, of why the secondment is deemed not to be working and the reason for termination. Either party should raise any areas of concern prior to this meeting and try to resolve any problems before termination is considered.

The manager of the substantive post should be involved in these discussions at an early stage as it may have repercussions on the cover arrangements.

If the secondment is terminated, arrangements should be made to assist the secondee back into their substantive post.

4. Returning to the Substantive Post

- 4.1 Approximately 6 weeks prior to the employee returning to their substantive post, both managers should conduct a meeting with the secondee to discuss skills and learning gained during the secondment

and to plan if these can be implemented in the duties of the substantive post.

- 4.2 Provide support on their return to the division/organisation and make sure they are properly briefed.
- 4.3 In some circumstances it may be possible for the secondment to be extended, however, it will be essential for all parties to agree to this and for there to be the necessary budgetary provision available.

5. **Consent Form**

A secondment application form is attached at Appendix A. This is a model only and additional clauses may need to be added/amended to suit the secondment.

APPENDIX A

SECONDMENT APPLICATION CONSENT FORM

Position applied for:

Length of secondment:

Starting date (if known):

Name:

Post Title/Division:

Signature..... Date.....

Name of Manager:

Post Title:

I confirm that has discussed their application
for secondment to the post of and I support/
do not support this application.

My reason/s for not supporting this application are as follows:

.....
.....
.....

Signature..... Date.....

APPENDIX B

THE LONDON BOROUGH OF HARINGEY**External Secondment Agreement**

THIS AGREEMENT is made BETWEEN:

- (1) Haringey Council, Alexandra House, 10 Station Road, London N22 ("The Council")
- (2) [enter address of 'The Receiving Organisation']
- (3) [enter name and address of 'The Secondee']

1. Term of the Secondment

- 1.1. The Secondee will be seconded from the Council to the Receiving Organisation to the post of [enter position title] from [enter start date] for a period of [enter duration].
- 1.2. At the end of the secondment period, the Secondee will return to their substantive post of [enter original position], except in the case of redundancy or reorganisation. In this case, the Secondee will be consulted in line with the Council's redundancy or reorganisation consultation process.

2. Early termination of the Secondment

- 2.1. The Secondment may be terminated for any reason by any party to this Agreement giving one month's notice in writing.
- 2.2. Notice of termination will normally result in discussion between the parties to resolve the issue and/or to make alternative arrangements.

3. Secondment Fee

- 3.1 The Receiving Organisation shall pay to the Council a Secondment Fee during the term of the secondment.

The Secondment Fee will be based on an annual fee of £[enter fee] including on costs payable monthly on 15th of each month. The Secondment Fee will be adjusted to take account of the relevant annual or any other pay award having effect during the period of the Secondment.

4. Employer

- 4.1. During the term of the Secondment, the Secondee will remain an employee of Haringey Council.

5. Terms and Conditions

- 5.1. Except as provided in this agreement, during the term of the Secondment the Secondee will continue to be subject to the terms and conditions relating to his/her contract of employment with the Council.
- 5.2. The Receiving Organisation will make the Secondee aware of any rules and procedures applicable to the Secondment and the Secondee agrees to have regard to these rules and procedures during the term of the Secondment.
- 5.3. The Receiving Organisation shall have regard to the health, safety and welfare of the Secondee during the term of the Secondment
- 5.4. The Secondee will work under the day to day supervision of (insert post) for the Receiving Organisation. However, if there are any concerns about the Secondee's conduct, performance or attendance during the term of the Secondment the Receiving Organisation shall immediately notify the Council's designated contact officer.
- 5.5. Performance appraisals should be conducted at 6-month intervals, with supervision sessions held at least quarterly, by the Council's designated contact officer in accordance with Council guidelines. Such meetings may be held jointly with the appropriate manager for the Receiving Organisation.

6. Pay

- 6.1. **Haringey Council, as the employer of the Secondee, will continue to pay the Secondee during the Secondment in accordance with this and any other relevant agreements, including where appropriate under the relevant pension scheme.**

7. Annual Leave

- 7.1. The Secondee's annual leave entitlement under his/her contract of employment with the Council will remain unchanged. He/She will agree the taking of leave with the Receiving Organisation as it relates to the time worked with them. As far as is reasonably possible the

leave to be taken by the Secondee during the Secondment should amount to the Secondee's pro rata leave entitlement for the period of the Secondment.

8. Sickness Absence

- 8.1. In the event of any sickness absence by the Secondee, the terms of the Secondee's contract of employment with the Council will apply.
- 8.2. In addition to the rules of notification of sickness contained in the Secondee's contract of employment, the Secondee will also report sickness absence to the nominated officer at the Receiving Organisation.**
- 8.3. Unacceptable levels of absence, including long term sickness absence (in excess of one month), may result in the Secondment being reviewed.

9. Hours of Work

- 9.1. The Secondee's contractual hours of work for the Council will continue at the Receiving Organisation. Any additional hours which are not deemed to be part of normal requirements for the secondment should be reimbursed directly by the Receiving Organisation on an hourly basis appropriate to the work undertaken.

10. Performance Reports

- 10.1. Performance reports on the Secondee may be required by the Council during the period term of the secondment. If this is necessary, then the Receiving Organisation will send reports direct to the Council's designated contact officer.

11. Duties and Work Location

- 11.1. During the Secondment period the Secondee shall devote the whole of his/her time, attention and skill to his/her duties for the Receiving Organisation. The Secondee will be expected to spend his/her whole week working at the Receiving Organisation during the period of the Secondment.
- 11.2. The Secondee accepts that during the period of Secondment he/she may receive confidential information concerning the Receiving Organisation and its clients. The Secondee agrees to treat such information as secret and confidential and not to disclose such information without the express permission of the Receiving Organisation.

11.3. Upon termination of this Agreement the Secondee shall deliver all documents and other property of the Receiving Organisation to the nominee of the Receiving Organisation.

11.4. Any requirement of the Receiving Organisation for the Secondee to access computer facilities during the period of the Secondment will be arranged by the Receiving Organisation.

12. Expenses

12.1. The Receiving Organisation will pay to the Secondee any reasonable expenses incurred by her in or about the performance of her duties during the term of the Secondment.

13. Liability

13.1. The Receiving Organisation **hereby agrees to indemnify and keep indemnified the Council in respect of any actions or claims by the Secondee in connection with the Secondment.**

13.2. The parties agree the Secondee shall not be liable to the Receiving Organisation or any third party in respect of any duties carried out, advice or information given or used by the Secondee during the term of the Secondment and the Receiving Organisation hereby indemnifies the Council and the Secondee in respect of any claims made by a third party.

13.3. The Receiving Organisation will ensure the Secondee is covered by its professional indemnity insurance during the term of the Secondment.

14. Contact Point

14.1. The designated contact point at the Receiving Organisation is: [name and post]

14.2. The designated contact officer at Haringey Council is: [name and post]

Signed Date.....
Secondee

Signed Date.....
For Haringey Council

Signed..... Date.....
For Receiving Organisation

Appendix C

**THE LONDON BOROUGH OF HARINGEY
Internal Secondment Agreement**

THIS AGREEMENT is made BETWEEN:

XX Directorate (The Seconding Directorate)

YY Directorate (The Receiving Directorate)

Employee's name and address ('The Secondee')

1. Term of the Secondment

- a. The Secondment is to the post of xx, on the grade of xx, with effect from xx for a period of xx months. The contractual hours of work during the period of the Secondment will be xx. During the term of the Secondment, the Secondee will remain the employee of the Seconding Directorate
- b. At the end of the secondment period, the Secondee will return to their substantive post of, except in the case of redundancy or reorganisation. In this case, the Secondee will be consulted in line with the Council's redundancy or reorganisation consultation process.

2. Early termination of the Secondment

- a. The Secondment may be terminated for any reason by any party to this Agreement giving one month's notice in writing.
- b. Notice of termination will normally result in discussion between the parties to resolve the issue and/or to make alternative arrangements.

3. Secondment Fee

- 3.1 The Receiving Directorate shall pay the salary and any other associated costs of the Secondee during the term of the secondment.

4. Terms and Conditions

- a. The Receiving Directorate will make the Secondee aware of any rules and procedures applicable to the Secondment and the Secondee agrees to have regard to these rules and procedures during the term of the Secondment.
- b. The Secondee will work under the day to day supervision of (insert post) for the Receiving Directorate. However, if there are any concerns about the Secondee's conduct, performance or attendance during the term of the Secondment the Receiving Directorate shall immediately notify the Seconding Directorate's designated contact officer.
- c. The Receiving Directorate shall have regard to the health, safety and welfare of the Secondee during the term of the Secondment.
- d. Arrangement for Performance Appraisals should be agreed at the start of the Secondment and it may be appropriate for some meetings to be held jointly with the Seconding manager, the Receiving manager and the Secondee.
- e. All other terms and conditions remain the same.

5. Annual Leave

- a. The Secondee will agree the taking of leave with the Receiving Directorate as it relates to the time worked with them. As far as is reasonably possible the leave to be taken by the Secondee during the Secondment should amount to the Secondee's pro rata leave entitlement for the period of the Secondment.

6. Sickness Absence

- a. **The Secondee will report sickness absence to the nominated officer at the Receiving Directorate.**
- b. Unacceptable levels of absence, including long term sickness absence (in excess of one month), may result in the Secondment being reviewed.

7. Performance Reports

- a. Performance reports on the Secondee may be required by the Seconding Directorate during the period term of the secondment. If

this is necessary, then the Receiving Directorate will send reports direct to the designated contact officer in Seconding Directorate.

8. Duties and Work Location

- a. During the Secondment period the Secondee shall devote the whole of his/her time, attention and skill to his/her duties for the Receiving Directorate. The Secondee will be expected to spend his/her whole working week working at the Receiving Directorate during the period of the Secondment.
- b. The Secondee accepts that during the period of Secondment he/she may receive confidential information concerning the Receiving Directorate and its clients. The Secondee agrees to treat such information as secret and confidential and not to disclose such information without the express permission of the Receiving Directorate.
- c. Upon termination of this Agreement the Secondee shall deliver all documents and other property of the Receiving Directorate to the nominee of the Receiving Directorate.
- d. Any requirement of the Receiving Directorate for the Secondee to access computer facilities during the period of the Secondment will be arranged by the Receiving Organisation.

9. Contact Point

- a. The designated contact point at the Receiving Directorate is:
(name and post)
- b. The designated contact officer at the Seconding Directorate is:
(name and post)

Signed Date.....
Secondee

Signed Date.....
Seconding Manager

Signed Date.....
Receiving Manager