

# SECONDMENT POLICY

Controlled

Version History			
Version	Date	Detail	Author
1.0	January 2018	Finalised new Secondment Procedure	Jeanette Moore
2.0	August 2020	Revised to align with Fixed Term Contract Policy and retitled 'Secondment Policy'.	Tanya Causebrook

Links and Dependencies
Related Resourcing policies including Fixed Term Contract Policy, Redundancy and Redeployment Policy, Recruitment and Selection Policy.

## DERBYSHIRE COUNTY COUNCIL

### SECONDMENT POLICY

#### 1. Purpose

The secondment policy supports managers in adopting a consistent, fair and effective process when considering and managing secondments.

This policy should be read in conjunction with other related employment policies.

#### 2. Scope

This Policy applies to all employees of Derbyshire County Council except those employed in schools where the Governing Body is the employer, who are covered by the relevant policies for schools.

All employees should have equal access to the policy.

#### 3. Introduction

A secondment is the temporary movement or 'loan' of an employee to another part of the organisation (or to/from an external organisation) for the mutual benefit of the employee and the organisation. The employee's substantive job remains available for them to return to at the end of the secondment.

A secondment agreement is not a fixed term contract. Separate guidance on using fixed term contracts can be found [here](#). (insert hyperlink)

Short term secondment/fixed term opportunities for longer than three months should be filled in accordance with the relevant Council resourcing policies and processes. Employees are encouraged to apply for these opportunities on a secondment basis, returning to their substantive job at the end of the secondment.

Secondments must be mutually agreed in advance between the employee, substantive manager, and secondment manager. There is no automatic right to be released to undertake a secondment, however managers are encouraged to support requests.

##### a. Benefits

Managers are encouraged to release employees for secondments, as this benefits both the employee and the organisation by:

- Providing a short-term resource such as for specific projects, fluctuating service needs, maternity leave cover, staff shortages, etc..
- Enabling employees to gain enhanced skills, knowledge and confidence to support career development and succession planning.
- Making the best of our resources and tapping into the talent and creativity of our employees.

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- Strengthening a culture of flexibility and supporting employees to embrace change.
- Supporting service improvement and 'one council' working across all departments.
- Fully utilising expertise and sharing skills and knowledge across the organisation and wider community.
- Supporting partnership working.
- Helping to attract employees who are flexible and keen to develop by actively promoting learning and development.

Where a manager is not able to agree a secondment, and an existing employee chooses to move from a permanent to a fixed term contract, the employee must be made aware of the implications of changing their contractual status from permanent to fixed term, and that they will not have any entitlement to return to their substantive post at the end of the fixed term contract.

### **b. Types of secondment**

Secondments will be either:

#### **i) Internal - within or between sections/departments within the council:**

**a. On a short term basis for less than three months** where an employee is seconded into a temporary promotion within the same team, undertaking all or some of a more senior role, ('acting up') to cover a short term absence, or pending recruitment. Short term secondment opportunities are not always advertised unless there is likely to be interest from a number of people in a team. If the duration is anticipated to be over three months, it should normally be advertised as a temporary/fixed term post.

If all the duties of the more senior role are being covered then the full increased pay rate will be paid. If only some of the duties are being covered then seek HR advice as this will need to be evaluated. A variation to contract relating to the temporary promotion will be issued to the employee by HR Services and arrangements for pay agreed in accordance with the appropriate terms and conditions.

#### **b. Or, on a longer term basis for up to two years.**

**ii) External** - from the Council to an external organisation\* where the Council will remain the employer and the secondee will continue to be subject to the Council's policies and procedures.

**iii) Inward** - from an external organisation to the Council\* where the Council is the Host, not the employer.

\*For a secondment into/out of the Council, see section 7. below, and seek HR advice.

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A secondment can be either full time, for the whole working time of the secondee, or part time, where part of the secondee's working time is spent in his/her substantive job, and part in the seconded job.

A secondment arrangement would **not** apply in the following circumstances:

- Short term placements, such as work shadowing, which are arranged informally between teams.
- Work tasters.

## 4. Duration

### a. Length of secondment

A secondment will typically be for a period of up to one year but may be for up to two years. Secondments will only be extended beyond two years in exceptional circumstances. All parties will need to agree any extension to the original secondment which should be confirmed through the relevant resourcing approval process. Services should monitor and manage secondments effectively to ensure they do not continue indefinitely.

Managers should seek Resourcing Manager advice prior to offering secondment opportunities which are for more than two years, or extending a secondment beyond two years. Consideration must be given as to whether the job should continue as a secondment or be appointed to on a permanent basis through the process below.

At the end of the secondment the employee and their manager should reflect on and capture the learning, skills and experience the employee has gained, and the benefits to both them and the service .

### b. If the secondment opportunity becomes permanent

A seconded employee does not have an automatic entitlement to be 'slotted' into the post they are seconded into if it becomes permanent. However, the manager should consider which of the following options most effectively meets service needs:

- i) Advertise the post as permanent through the appropriate Council resourcing process (if the secondee is unsuccessful then they return to their substantive post) or,
- ii) slot/offer the employee currently seconded into the post the opportunity on a permanent basis, as long as:
  - The employee was offered the secondment originally through the appropriate resourcing process (as a minimum the opportunity must have been advertised internally).
  - The duties of the job they were recruited to have not changed and the grade is the same.

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- The person in the role is not an agency worker, on a relief contract or any other contract that classifies them as a 'worker' rather than 'employee' (if required, seek further clarification from Resourcing Managers on the definitions of 'employee' and 'worker').
- There are no employees 'at risk' with priority status who should be considered for redeployment into the role.

## 5. Roles and Responsibilities

### a. Secondment Manager

- Advertises/fills the opportunity through the appropriate resourcing process giving suitable employees equal opportunity to apply.
- Meets the salary costs of the secondee, including any contractual/statutory sick pay, maternity/paternity pay.
- Identifies any contractual changes for the duration of the secondment, discusses these with the employee, and seeks legal advice if required.
- Ensures that HR Services are notified and any required pre-employment checks, e.g. DBS check/medical, are carried out before the secondment starts.
- Ensures any reasonable adjustments are put in place prior to the commencement of the secondment.
- Provides an induction, in line with the relevant induction policy and process, and any training and development that may reasonably be required to carry out the job.
- Agrees objectives relating to the seconded job, which should be reflected in the secondee's 1:1, review or supervision meetings.
- Assumes day to day management responsibility, including for leave, absence.
- Reports to the substantive manager any performance, health and safety, grievance or disciplinary matter that relates to the secondee which arises out of, or is in any way connected with, the secondment.
- Has responsibility for reviewing the secondment, and contacts the substantive manager and the secondee at least three months prior to the secondee's proposed return date to their substantive job.
- Reflects with the secondee on the learning, skills and experience gained, and benefits to the individual and service, to evaluate the success of the secondment and make recommendations for further development, where appropriate.
- If the secondment arrangement is with an external organisation, liaises with Finance and the external organisation to ensure that appropriate cross charging arrangements are in place.

### b. Substantive Manager

- Makes the decision whether to 'release' the employee from their substantive job, for the period of the secondment, supporting requests for release whenever possible.
- In making the decision considers the temporary backfill arrangements, impact on the team, additional training required and whether to cover the absence on a fixed term contract basis (see Policy on the Use of Fixed Term Contracts.)
- If refusing a secondment request, has clear business reasons for the decision and explains these to the employee.

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- Makes arrangements to ensure the secondee is kept in touch regularly with general developments affecting their substantive job.
- Includes the secondee fully in any consultation process which affects their substantive job.
- Monitors relevant statutory requirements for maintenance of professional registrations in consultation with the secondee
- Meets with the secondee prior to their return date
- Ensures that the secondee understands that if the post they are seconded to is at a higher grade that they will on return to their substantive role, go back to their substantive grade.
- On return, discusses the value of the secondment, in terms of the learning, skills and experience gained, where appropriate, and benefits to the individual and service, and resets their role and development objectives.

### c. Employee

- Discusses any secondment opportunities with their substantive manager and gains approval for release prior to applying.
- If a release on secondment, or extension to a secondment, is not agreed, and the employee wishes to be considered for the job on a fixed term contract basis, discusses with their substantive manager the implications of doing so on their employment contract, with advice from HR if required.
- At the end of the secondment reflects on and captures the learning, skills and experience they have gained, where appropriate, and discuss this, and how it can benefit the service, with their manager
- Maintain professional registration/s
- Undertake any training required when returning to their substantive post to ensure they are up to date.

<h2>6. Contractual arrangements</h2>
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- A secondment agreement for secondments over 3 months will be formally issued by HR Services (HRS). Short term secondments of 3 months or less will receive a letter confirming the arrangements of the short term secondment.
- The salary, grade and terms and conditions of employment of the seconded employee will be those applicable to the secondment post. These may be more generous than those applying to the secondee's substantive post.
- The employee should be made aware of any contractual changes for the duration of the secondment.
- The secondment agreement must include a break clause.
- If there is no agreement from the substantive manager to release the employee from their substantive job, or to extend an existing secondment agreement, the employee may decide to accept an offer of a fixed term contract instead and resign from their substantive job. There will be no right of return to their substantive job and a fixed term contract will be issued.
- If a secondment is to be extended (see section 4), the secondment manager must obtain agreement from the substantive manager, employee, and through the relevant resourcing approval process, prior to contacting HR Services and completing a 'Generic Employee Variation' form on SAP Workplace. HR Services will then issue a Secondment Extension.

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- If the secondment is required to end early for any reason, instigated by any party e.g., there is a change to service requirements, the secondment will end with the agreement of the secondment manager and substantive manager, subject to a minimum notice period to be agreed between all parties, usually one month. If the employee resigns from Derbyshire County Council (DCC) employment, the normal contractual notice period will apply.
- Employees seconded to external organisations retain full continuity of employment with DCC and will remain an employee of the Council throughout.

## Organisational reviews

### a. Substantive post affected by a review

If the employee's substantive job is included in a restructure during the secondment period, the employee will automatically be fully included in any consultation or process which affects the job, including the redeployment process where this applies.

If the substantive job is deleted from the structure, the term "secondment" will no longer apply as there is no substantive job to return to. The secondee may continue in the secondment role until their last day of notice, provided that this was agreed with all parties and the notice provisions of the secondment were adhered to. Following this, if the employee continued in the temporary job, this would have to be on a fixed term contractual basis (which would also include a statutory four-week trial period). At the end of the fixed term contract period, employment would be terminated unless an alternative job could be secured. HR advice should be sought and the employee made fully aware, in writing, of the implications of the changed contractual status, prior to them being asked to make a decision as regards to their continuation, or otherwise, in their substantive job.

### b. Secondment affected by a review

Normally, employees seconded into an area which is subsequently restructured or reviewed, should return to their substantive post, and not be included in the ring fence.

## 7. External secondments

### a. To an external organisation

A "template" Agreement should be used (drawn up by Legal Services and issued by HR) in cases where an employee is seconded to an external organisation. The general principles in the previous sections of this procedure will still apply to external secondments (both into and out of DCC), where appropriate. HR and legal advice should always be sought in relation to any external secondment to ensure that the "agreement template" is appropriate to the circumstances and takes into account any changes in the law. Advice should also be taken where the external secondment is to be to an organisation with whom DCC has an arrangement such as an honorary contract or a s.113 agreement (e.g. NHS).



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**b. From an external organisation**

The contractual agreement for a secondment into DCC should be considered in collaboration with the employing organisation who will be aware of the employee's current contractual terms and conditions. HR and legal advice should be taken on each occasion and it may be possible for DCC (Legal Services and HR) to provide the agreement in particular circumstances. Advice should also be taken where the external secondment is to be from an organisation with whom DCC has an arrangement such as an honorary contract or a s.113 agreement (e.g. NHS).

**c. Costs**

For both external and inward secondments, specific consideration must be given in relation to cross charging e.g. the reimbursement of salary/contractual and statutory sick, maternity or paternity pay.