

SECONDMENT

1. INTRODUCTION

Barnet Council recognises the value of secondments in supporting the development of employees. Secondments are an opportunity for employees to gain valuable experience within the council or via external placements. Development and learning must, however, remain the focus of the opportunity. All secondments should be advertised internally, unless particular skills are required which are not available within the Council.

The intention of this policy is to set out the arrangements for employees who wish to take up a secondment opportunity.

Definitions:

- A secondment is either the temporary transfer of an employee to another post within the same service area; or
- the loan of an employee to another service area or organisation to carry out specific duties for a fixed period of time.

2. SCOPE

2.1 This policy is designed for all secondments at all levels within Barnet Council.

2.2 The length of a secondment can range from three months up to a maximum of two years. Secondment opportunities are open to all members of staff who have completed one year's service with Barnet Council.

2.3 A secondment is an opportunity for an employee to voluntarily undertake a different role to that of their substantive post. There are three types of secondment:

- **Internal Secondment:** An employee working in a different area of the Council;
- **External Secondment:** An employee working in a different organisation whilst retaining their substantive post within the Council;
- **Incoming Secondment:** A Council post that is filled by an employee of another organisation who remains employed by that organisation.

2.4 Secondments are appropriate:

- to deliver a new project or to provide additional support to a project
- to enable skills transfer to another area of the Council
- to carry out a specific assignment
- to assist policy development

- for career development purposes

2.5 Where secondments are to attract external applicants, the normal recruitment procedures apply.

2.6 For external secondment opportunities, see section 10 of this policy.

3. **BENEFITS**

Organisational

- developing an employee's knowledge and skills
- raising performance through cross-service area co-operation and communication
- delivering projects/assignments

Individual

- for wider experience and acquisition of new skills.
- for personal development
- to provide experience for staff who are under-represented in certain areas of the Council

Host organisation

- gives access to new expertise that may not otherwise be available
- provides extra resource
- brings an external perspective on the organisation

4. **FINANCIAL RESPONSIBILITY**

The host service area providing the secondment opportunity will be responsible for the secondee's salary and any allowances for the duration of the secondment.

Managers should consult their accountancy team regarding how the employee's salary will be funded during the period of secondee and how the funding should be accounted for.

5. **CONDITIONS**

- The secondment period will **not exceed two years**.
- The length of the secondment period must be specified at the outset.
- The employee's terms and conditions of service are maintained.
- At the end of the secondment, individuals will return to their substantive post. In the event of a reorganisation, a suitable alternative post will be sought.

- Individuals must be kept aware of any changes in their substantive work area. Where the substantive post has been made redundant the individual retains the same rights as if they had not been seconded.
- Where a seconded post is at a higher-grade, payment will be at that level. Where the secondment is to a post at a lower grade pay will remain at the level of the substantive post.

6. PROCEDURE

- 6.1 The manager should always consider if the position could be filled via a development opportunity before advertising for a vacancy.
- 6.2 Where a position is recognised as a secondment opportunity the position must be advertised as such on the Intranet.
- 6.3 The period of the secondment must be specified at the start of the secondment to ensure that both the secondee, the substantive and receiving line managers are aware.
- 6.4 The employee should notify their line manager that they wish to apply for a secondment opportunity. Where a line manager refuses to agree, the reason must be given to the employee in writing.
- 6.5 The normal recruitment and selection procedures should be followed, in that short-listing should take place and interviews conducted.
- 6.6 The secondment arrangement should be reviewed every three months to ensure that parties involved are satisfied with the arrangements.

7. MANAGING THE SECONDMENT

Roles and responsibilities are;

7.1 The host line manager

- Inducting the secondee
- Agree on a development plan
- Establishing regular one to ones
- Normal line management duties - authorising annual leave, monitoring sickness etc
- Evaluation and monitoring of performance.
- Providing a debriefing session at the end of the secondment and supporting, the secondee's return to their substantive post.

If a secondee is receiving time off to attend college, this will need to be negotiated with the new line manager. Where the application of fees is relevant this will also be need to be discussed and agreed.

7.2 The substantive line manager

- Confirm the secondee has received a briefing before the secondment starts.
- Provide cover for the substantive post.
- Take part in meetings to discuss progress and issues as appropriate.
- Keep the secondee informed of any developments in the service area and ensure they are consulted on any changes, which affect their post.
- Conduct a meeting with the secondee before they return to their substantive post to discuss skills and learning gained during the secondment and to plan how these can be implemented in the duties of the substantive post.
- A reintroduction period must be planned by the substantive line manager.
 - this will incorporate both changes to the post during the intervening period and
 - the contribution the returning employee can make to the service to capitalise on the learning from the secondment. This must be discussed as part of the first one to one session and followed during the performance management process.
- Ensure the secondee is briefed and supported, when they return to their substantive post.

8. EARLY TERMINATION

Where a secondment arrangement is deemed not to be working either the secondee or the host manager can bring the arrangement to an end by giving one months notice from either party. Whatever the reason for an early termination of a secondment the following procedure should be followed.

- Reason for the terminating the secondment should be given in writing.
- The line manager for the substantive post should be notified as soon as possible as this may have repercussions on the cover arrangements for the secondment. Where another employee has been covering the post vacated by the secondee also via a secondment arrangement, it may mean the early termination of that secondment. Managers should examine all the options.
- Arrangements should be made to assist the secondee back into their substantive post.

9. OTHER ISSUES TO CONSIDER

- Where possible secondments should be open to job share.
- For the purpose of any type of leave, maternity, parental or unpaid leave employees will still be entitled to the same rights. If, however the maternity leave exceeds the secondment period it would be expected that after that period the employee would return to their substantive post.
- In a redundancy situation they will be given priority to gain new skills, as with any other redeployees.
- After the secondment period has ended the postholder must return to their substantive post for a year, before they will be eligible to apply for another secondment opportunity.

10. EXTERNAL SECONDMENT

- 10.1 The substantive manager and employee should discuss the details of the secondment with the external organisation. The employee will retain the terms and conditions of their Barnet Council contract, however upon agreement they may receive additional benefits from the secondment.
- 10.2 It is important that any potentially difficult issues are discussed and agreed in advance of the secondment. Areas for consideration may include whether there is to be a fixed salary for the period, if a higher salary is being paid, whether increments, cost of living increases and pension contributions, etc. are to be received during the secondment and how the performance review process will be managed.
- 10.3 When the individual returns to Barnet Council they will revert to the salary and terms of their substantive post prior to the secondment. While on secondment the employee will continue to accumulate continuous service as an employee with Barnet Council.
- 10.4 For external secondments, an agreement (see Appendix A) must be completed and signed by all parties. It is recommended that the Barnet Council document is used. If any additional clauses are used or if an external document is adopted, then the approval of our legal department should be sought before the document is signed.

11. DOCUMENTATION

- 11.1 The standard secondment letter (see Appendix B) should be sent from the host manager to the employee. This will give details of the secondment, the start and end dates, the agreement for returning to the original job and any change in salary.
- 11.2 The HR Recruitment Team should be provided the appointment details including a copy of the secondment letter to be placed on the personal file.

- 11.3 The host manager should send the secondment details to the HR Recruitment Team to complete the new starter/transfer form, selecting “secondment” as the reason for the new appointment and giving details of the dates, new post number, substantive salary and any allowances to be paid.
- 11.4 The individual, in conjunction with both managers, should decide on the development plan for the secondment and copies be retained by all parties to ensure evaluation and monitoring the secondment.
- 11.5 HR will provide advice on secondment arrangements but would not be a signatory in any secondment document or become involved in the invoice payments to or from external companies regarding the secondment.
- 11.6 All external secondment agreements should be signed by a Chief Officer.

12. FURTHER INFORMATION

For further information on secondment arrangements please contact HR.

EXTERNAL SECONDMENT AGREEMENT

This agreement sets out the main terms and conditions of secondment between the London Borough of Barnet and

This model agreement can be amended through dialogue between the organisations and the secondee.

1. Period of the Secondment

..... (the employee) will be seconded from the

London Borough of Barnet to

from (*date*)to (*date*).....,
or until earlier termination.

During the term of the secondment, the above will remain an employee of the London Borough of Barnet.

2. Early termination

2.1. The secondment may be terminated for any reason by any of the 3 parties 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.

It is agreed as follows;

3. Fee

3.1. A secondment fee of..... per month shall be paid to the London Borough of Barnet based on the employee's annual salary plus on-costs.

4. Rules and Procedures (including those relating to conduct)

4.1. Except as provided in this agreement, during the term of the secondment the secondee will continue to be subject to the rules and procedures relating to his contract of employment with the London Borough of Barnet. The secondee is also subject to the rules and procedures of the host organisation. This includes confidentiality and intellectual property.

4.2. The secondee shall comply with the host organisation's health and safety policies.

4.3. The secondee shall be made aware of any rules and procedures and the secondee agrees to have regard to these rules and procedures during the secondment

4.4. If there are any concerns about conduct during the term of the secondment, the London Borough of Barnet will be immediately notified.

5. Salary

5.1. During the term of the secondment, the secondee will continue to be paid through the payroll of the London Borough of Barnet on the current terms and conditions of employment with pension rights unaltered.

6. Annual Leave

6.1. The secondee's annual leave entitlement under their contract of employment with the London Borough of Barnet will remain unchanged. He/she will agree the timing of leave to be taken with the host organisation.

7. Sickness Absence

7.1. In the event of any sickness absence, the secondee's contract of employment with the London Borough of Barnet applies.

7.2. In addition to the rules as to notification of sickness contained in the contract of employment, the secondee will also report sickness absence to

7.3. Long term sickness absence (in excess of one month), may result in the secondment being reviewed.

8. Hours of Work

8.1. The contractual hours of work will be those of the London Borough of Barnet.

9. Performance Reports

9.1 Performance reports on the secondee may be required by the London Borough of Barnet. Reports will be sent direct to the London Borough of Barnet's contact point.

10. Expenses

Any expenses incurred by the secondee in relation to their duties will be paid by the host organisation.

11. Liability

11.1. The London Borough of Barnet will be indemnified in respect of any actions or claims by the secondee in connection with the secondment.

11.2. The parties agree that the secondee shall not be liable to 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 hereby indemnifies the London Borough of Barnet and the secondee in respect of any claims made by a third party.

11.3. The secondee will be covered by any professional indemnity insurance during the secondment.

12. Contacts

12.1. The contact point at(*the external organisation*) is:.....(*name*)

12.2. The contact at the London Borough of Barnet is:

.....(*Name and designation*)

Telephone:

Signed..... Date.....

Name..... Secondee

Signed..... Date.....

Name.....(*Line manager of secondee*)

For the London Borough of Barnet

Signed..... Date.....

Name.....

For (*the external organisation*)

DRAFT SECONDMENT LETTER

*****Delete text in italics*****

Dear.....

I am pleased to confirm that you have been accepted for a secondment under the Council's secondment scheme. Your secondment will be as follows:

{insert details of secondment}

A role profile for the secondment is attached (*where appropriate*).

The secondment will be for a period of ,commencing on and ending on At the end of this period you are guaranteed to return to your substantive post, on the terms and conditions prior to the secondment. Any proposed extension to your secondment must be discussed and agreed with the relevant managers in advance of any agreement being made. Your line manager for the period of the secondment is.....

They will be responsible for your performance reviews and will deal with issues such as annual and sick leave during this time.

For the period of the secondment, your grade, salary and other conditions of employment will be as for your substantive appointment, except as set out below:

During the period of your secondment, your rights and obligations in your substantive post remain. You will be consulted about any changes affecting your substantive post as if you were still occupying that post, this includes proposals concerning restructure/reorganisation affecting your substantive post.

Your secondment does not provide entitlement to a permanent appointment to this position. Any resultant permanent vacancy will be advertised and you would need to apply for it.

You are required to give one months notice should you wish to end the secondment early. This notice should be given to both your original and secondment manager. The Council will give you one months notice to end your secondment should that become necessary.

Please sign the attached copy of this letter and return it to me as confirmation of your acceptance of this secondment.

We hope that you will enjoy your secondment and wish you great success.