



SECONDMENT POLICY

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1. INTRODUCTION

- 1.1 A secondment is where a Council employee is temporarily transferred to a different post in the Council or to a different organisation, or where an employee of an external organisation is temporarily transferred to a post within the Council, for a specified period of time which is agreed between all parties.
- 1.2 The Council recognises the value secondments can bring, supporting the Council to be agile and flexible by expanding capability, skills and knowledge across the business. The following provides guidelines on the procedures to be followed, sets out the criteria against which applications must be considered and identifies a number of important issues which require consideration when managing the secondment process.

2. SCOPE

The opportunity to undertake a secondment is open to all employees. However, if an employee is temporary, there needs to be an awareness of the implications that a secondment may have on the longer term employment, given that the substantive temporary position may end during secondment and there may not be a post to return to. In these circumstances, a discussion should take place in collaboration with Human Resources. Employees can also seek advice from the relevant Trade Union.

3. TYPES OF SECONDMENT

There are a number of different types of secondment arrangements:

- **Internal secondment** within Moray Council to a different department or service
- **External secondment** to an external organisation out with Moray Council
- **Inward secondment** where Moray Council acts as a host to a secondee from an external organisation

For all types of secondment, it is essential that all parties are clear about obligations, expectations, accountabilities and objectives.

4. SECONDMENT PROCESS

4.1 STAGE 1 – Identifying a vacancy

- 4.1.1 Temporary vacancies within the Council, which may be a secondment opportunity, will be advertised in line with the Recruitment & Selection policy. Employees are responsible for identifying such opportunities and discussing

these with the appropriate line manager before an application is made. The purpose of this discussion is to ensure exigencies of the service can be considered.

- 4.1.2 Temporary vacancies within external organisations will be advertised as per the appropriate Recruitment policy. When considering an external vacancy as a secondment, its suitability must be considered in terms of the experience and skills the employee would gain and the longer term benefits to Moray Council.

4.2 STAGE 2 – Applying for a secondment

- 4.2.1 Employees should seek approval and agreement for the secondment arrangement, prior to applying for any vacancy.
- 4.2.2 If it is not feasible to seek approval prior to the closing date, an application can still be made but a discussion with the manager must take place at the earliest opportunity and at least prior to the interview. In the event that a secondment cannot be supported, the employee can elect to proceed with the application but it will not be on a secondment basis. Before the employee proceeds with this option, it is recommended that the longer term employment implications of this are discussed with Human Resources and the Trade Union if applicable.
- 4.2.3 The line manager must respond to the employee's initial request within 7 days, giving full consideration to:
- The impact on remaining team and service delivery during the proposed duration;
 - The ability and cost to recruit a replacement for the proposed duration;
 - What value the secondment would bring to the employee/ service/ Council
 - Potential savings that could be achieved by alternative replacement arrangements;
 - Potential to redesign service delivery and/or pilot different working arrangements for a time limited period.
- 4.2.4 The line manager should consult with Human Resources where necessary, make a recommendation, and then pass it to the Head of Service for consideration. A decision should be made in writing/by email to the employee outlining the reasons for approval/refusal.
- 4.2.5 In the event of refusal and if the employee is unhappy with the reasons given, the request may be submitted to the Depute Chief Executive (or nominated representative) for consideration. In order to avoid undue delay in the recruitment and selection process for the host department a response should be made within 2 working days. The decision of the Depute Chief Executive is final. Employees may seek advice from the relevant Trade Union in submitting such a request.
- 4.2.6 Subsequent to obtaining approval to pursue the application, it must be indicated by the potential secondee on the application form that the request for secondment is supported by the appropriate Head of Service.

4.3 STAGE 3 - Setting Up the Secondment

- 4.3.1 Following the recruitment process, where an employee is successful in securing the vacancy, preparations can then be made to set up the secondment agreement. The purpose of the agreement is to ensure clarity of the parameters of the secondment and avoid any misunderstandings which could prejudice the employment of the secondee and/or the success of any future secondments.
- 4.3.2 For the secondment to be managed effectively and maximum benefits realised, the agreement must be discussed and agreed between the secondee, the substantive line manager and the host manager/organisation (**please use Appendix 1/ Appendix 2**)
- 4.3.3 For internal and inward secondments, the host organisation / service area must notify Human Resources of the details of the secondment via the [Notification of Appointment form](#). If the secondment is external, this will be completed by the substantive line manager. Attention should be drawn to any special arrangements which arise out of the particular nature of the post.

4.4 STAGE 4 – During the Secondment

There is a joint responsibility on the secondee and the substantive manager to maintain regular contact throughout the secondment and the frequency of which will be agreed in advance. There is a requirement for both parties to keep each other aware of any developments which may have an impact on the employment relationship. When it comes to the day to day management, the secondee will report to a specified manager based at the host organisation/service for the purposes of ongoing task allocation and performance review.

It is acknowledged that changes may occur during the secondment period and changes to the agreement may need to be considered.

a) Extension

Where there is a need for the secondment arrangement to continue beyond the scheduled end date and all parties are in agreement, the employee should be issued with an updated secondment agreement specifying the revised end date. This must be completed at least 4 weeks prior to the original end date. The host organisation/service will be responsible for preparing the revised secondment agreement. An initial period of secondment may be extended provided that it does not exceed 23 months in total, and is approved by Human Resources and the relevant Heads of Service.

b) Ending the secondment early

Where there is a need for the secondment to end prematurely, the reasons for this should be discussed with all parties and the secondment agreement revised. A minimum of 4 weeks' notice is required. However, if the

substantive role has recently been back-filled an extended notice period may be considered to meet business needs and minimise employment issues. Employees will revert back to the original terms and conditions on return to the substantive post.

c) Issues arising during the secondment

When issues arise during a secondment, such as unsatisfactory conduct or performance, Moray Council will follow the council's policies and procedures to address the concerns. In exceptional circumstances, the Council reserves the right to end the secondment arrangement prematurely in line with the agreed notice period. If the secondment is external, secondees should also adhere to the host organisation's policies and procedures. The Council will cooperate with any disciplinary investigation being undertaken by the host organisation.

4.5 STAGE 5 – After the Secondment

It is recognised that it can be difficult to re-integrate an individual to the workplace after a long period of secondment. It is therefore important that, in the last few weeks prior to the end of the secondment period, the substantive line manager meets with the employee to make arrangements for re-introduction.

At the end of the period of secondment, the secondee has the right to return to the original post, where it is reasonably practicable.

However, where it is not practicable by reason of redundancy for the seconding service area to allow the secondee to return to work in the original post, the secondee should be consulted in these matters on the same basis as colleagues who are not on secondment i.e. in accordance with the Council's Change Management and TRANSFORM process.

5. TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions associated with a secondment are dependent on the circumstances surrounding the arrangement and whether the secondment is internal, external or inward.

5.1 INTERNAL SECONDMENT

5.1.1 Where employees are seconded internally, the terms and conditions of employment will remain unchanged, with the exception of salary which will be reflective of the post being seconded to. Any changes to working pattern will be discussed and agreed as part of the appointment process.

a) Salary

The host service area will be responsible for paying the secondee. The Payroll Section should be notified by the line manager of the change in cost centre code for the duration of the secondment.

During the period of secondment, the secondee will continue to qualify for any entitlements including incremental progression, as well as pay increases in line with those agreed nationally.

b) Leave

Secondees should receive the annual leave entitlements appropriate to length of reckonable service. Leave entitlement in the seconding department should be proportionate and settled up prior to the departure of the secondee.

c) Sickness absence

The secondee will remain subject to the sickness absence provisions of the Council. The substantive service area will wish to see and retain any fit notes submitted by the secondee at the end of the secondment and should be informed of any absence which triggers formal action as per the [Health And Work policy](#) for recording and monitoring purposes. This ensures continuity of support and management of sickness absence.

d) Discipline

Secondees will be subject to the same policies and procedures in relation to conduct and discipline within Moray Council.

e) Maternity Leave

Entitlement to maternity leave will not be affected by secondment. Where appropriate, maternity pay will be paid by the host department during the period of secondment and will subsequently revert to the substantive department.

5.2 EXTERNAL OR INWARD SECONDMENT

The terms and conditions associated with an external or inward secondment, require an element of flexibility to take into account the details of the individual circumstances. The general principles associated with the terms and conditions are detailed below.

The options should be discussed and agreed in consultation with Human Resources prior to the secondment commencing. Employees may also seek advice from the appropriate Trade Union.

	Option	Example of when it would be used
Option 1	Moray Council Terms and Conditions will be retained, with the exception of the hours & salary which will be paid in line with the post seconded to (Appendix 1)	Where the secondment offers lower terms and conditions, seconded employees are entitled to maintain the terms and conditions of employment except where mutually agreed otherwise.
Option 2	The employee moves to the Terms and Conditions of the host organisation, but still	Where the terms and conditions for the secondment opportunity would be better than those in the substantive post, the terms and conditions of the secondment

	retains the rights as an employee of Moray Council (Appendix 1)	post would apply. This must be considered as a complete package of terms and conditions.
Option 3	Terms and Conditions will be agreed on a case by case basis and will be documented within the secondment agreement (Appendix 2)	Where the above options are not suitable and terms and conditions need to be considered and agreed individually as part of the arrangement.

Appendix 1 - INTERNAL SECONDMENT AGREEMENT

This document represents an agreement between the Host Service Area and Substantive Service Areas for the temporary secondment of an employee. Any additional arrangements should be set out on a separate sheet.

Employee's name:

Substantive (Original) Post:

Seconded Post:

Seconded (Host) Service Area:

The employee referred to above will be seconded from the substantive Service Area..... to the Host Service Areafor a period of weeks/months, from to, in order to undertake the duties and responsibilities of the seconded post, as specified on the appended Job Description.

During the period of secondment, the secondee will remain an employee of the (Substantive Service Area). Their salary and conditions of employment will be those of the seconded post and, consequently, the (Host Service Area) will be responsible for payment of the secondee's salary and all other related costs.

The Host Service Area will also be responsible for the supervision, health and safety/wellbeing , absence management and discipline of the secondee and will liaise with(Substantive Service Area designated manager) should issues arise.

The secondment may be terminated early following:

- ✓ Consultation with all parties (Secondee, Substantive line manager and Host line manager) and Human Resources on the reason/s for termination
- ✓ provision of the appropriate period of notice (normally a minimum of 4 weeks)

This agreement should be signed by the appropriate line managers in both service areas and forwarded to Human Resources with a copy of the seconded Job Description.

Host Service Area:

Name: **Position:**

Signature: **Date:**

Substantive Service Area:

Name: **Position:**

Signature: **Date:**

Appendix 2 – EXTERNAL / INWARD SECONDMENT AGREEMENT

To be provided by host.

Appendix 3 - SECONDMENT PROCEDURE FLOWCHART

