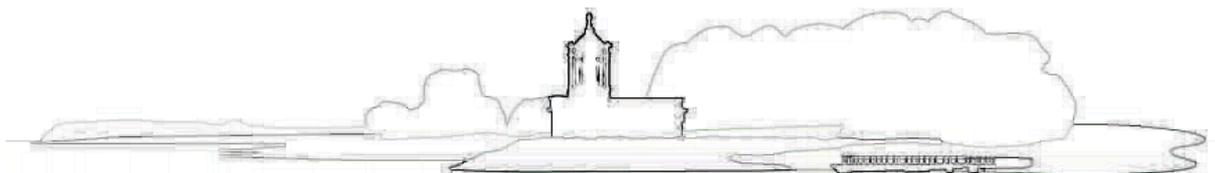


Rutland County Council

APPENDIX C

INTERNAL SECONDMENT POLICY

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Summary of document

The Secondment Policy describes the circumstances in which internal secondments can be beneficial to the Council and to our employees. It identifies the procedures relating to the advertising, appointing and completing secondments, and the roles of managers and employees involved.

Typically internal secondments will be across Directorate lines.

Externals secondments will be in accordance with provisions agreed between Rutland County Council and the third party employer incorporating any local terms as necessary.

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1.0 POLICY

1.1 Introduction

Rutland County Council is committed to achieving an excellent service to the local community. To ensure that the Council functions effectively and manages change well requires a competent and capable work force, able to meet both current and future demands. The use of secondments within the Council will be of mutual benefit to enable the Council to achieve these aims, and to existing employees, to enable them to develop and progress. Secondments can be an integral part of succession planning, and, as such, will support staff retention.

A secondment is the temporary internal transfer of an employee to another role for a specific purpose and period of time – minimum period of a secondment would be 6 months. A secondment may involve an employee transferring temporarily at the same grade or at a higher grade to reflect higher levels of duties or responsibilities.

Secondments afford participants the opportunity to take on new responsibilities, to acquire new skills, knowledge and abilities, and to enhance their opportunity for future career development. They also enable the Council to make best use of its current employee resource by ensuring that the best people are in place with the required skills for a specific project or change programme, and for covering temporary needs.

Consideration should be given to offering secondment opportunities in a range of different situations –

- a) to carry out/assist in specific project activity
- b) to cover long-term absences of individuals – e.g. Maternity Leave or prolonged periods of sickness absence
- c) to cover roles/responsibilities of limited duration

Situations of a shorter duration may be more appropriate to be managed through the Acting Up/Additional Responsibility Policy.

1.2 Scope

All employees who have successfully completed their probationary period are eligible to be considered for secondment opportunities

2.0 PRINCIPLES

- 2.1** All secondment opportunities will be advertised internally in accordance with the normal recruitment procedure.

- 2.2** Members of staff “at risk” of redundancy will be given preferential consideration in line with the Restructure Policy ie. posts of the same grade or lower. Salary protection if applicable would also be in accordance with the Restructure Policy.
- 2.3** Secondments can be on a full-time or part-time basis, and can be worked alongside the substantive post in the latter case. A suitable option may also be Job Share to enable two individuals to benefit from a secondment/development opportunity.
- 2.4 Normally applications for a secondment should be for posts that are at the same grade, or at a grade higher than the applicant’s substantive post. Where an employee wishes to be considered for a secondment to a post that is lower than the substantive post, then in the first instance, the salary would be paid at the lower grade (unless salary protection is applicable as provided by the Restructure Policy).
- 2.4** Where the secondment grade is the same as the substantive grade, the employee will continue to receive payment at the substantive rate, including any incremental increases that are due during the period of the secondment. Where the secondment grade is higher than the secondee’s substantive grade, the secondee will receive payment at the higher grade, plus any improved terms & conditions that are applicable, eg annual holiday entitlement, and increased notice period, for the period of the secondment. Payment of allowances or enhancements that are specific to the substantive job, will cease to be paid during the period of the secondment. Clearly any allowances or enhancements appropriate to the new post, will be eligible.
- 2.5** Employees who wish to apply for a secondment must seek permission to do so from their current manager. Whilst it is the Council’s wish to encourage secondments that are beneficial to the individual’s development, it is necessary for the manager to be confident that he/she can ensure effective cover for the individual if the application is successful.
- 2.6** Secondments should either be for a specific period of time, up to a maximum of 2 years, or for the completion of a specific task, such as a project.
- 2.7** During the period of a secondment, the employee continues to be employed by their substantive team/department, and will return to their substantive role at the conclusion of the period of secondment.
- 2.8** Prior to the commencement of a secondment a Secondment Agreement will be completed with the involvement of HR, and will be signed by the substantive manager, the loan manager, and the secondee.

2.9 If it is subsequently agreed that the position offered as a secondment should become a permanent position, this must be advertised in accordance with the normal recruitment procedure. The secondee may apply for the permanent position, and will be considered along with other applicants.

2.10 Employees are advised to contact Leicestershire Pensions to discuss what, if any, effect or impact the secondment may have on pension contributions/benefit.

2.12 Managers should be clear whether an opportunity is an internal Secondment or Acting Up/Additional Responsibility. As a general rule, Secondments are between services/Teams/Directorates.

3.0 ROLES and RESPONSIBILITIES

3.1 Current Line Manager (Substantive Manager)

Managers should encourage secondments, both as an opportunity for development, and to meet particular Council needs. This must be balanced against the needs of the substantive department. Secondments should not be unreasonably withheld, and, wherever possible, it is the responsibility of the substantive manager to make appropriate arrangements to ensure that responsibilities are effectively covered for the duration of the secondment, and that the secondee is released within a timescale agreed with the host team/department.

The substantive manager should keep the secondee in touch with any developments during the period of the secondment, and consult with them on any changes which may affect them on their return.

If, during the term of the secondment, proposals are made for organisational change which could result in the substantive post being significantly altered, or put at risk of redundancy, the secondee should be fully involved in the consultation process, provided always that there should be no detriment to an employee from having undertaken a secondment.

3.2 Secondment Manager (Host Manager)

The host manager is initially responsible for ensuring that appropriate authority is given to the secondment and its funding.

If the post is a new post, the host manager must ensure that it is evaluated using the Council's job evaluation process, to determine the grade and pay scale that will apply.

The host manager is responsible for advertising through the normal internal recruitment procedure.

Following completion of the selection process, the host manager should agree with the substantive manager of the selected applicant the arrangements and timescale for the transfer of the secondee.

The host manager should provide an induction on the first day of the secondment, including the responsibilities of the post, the team/department structure, appropriate Health and Safety arrangements, and the identification of any training needs of the secondee.

The host manager will be responsible for the day-to-day line management of the secondee during the period of the secondment.

The host manager should carry out regular one to one meetings and appraisals of the secondee's performance, and discuss with the substantive manager any significant issues that may arise in relation to conduct, attendance and performance.

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3.3 Seconded employee (Secondee)

Prior to submitting an application for a secondment, employees must approach their line manager to establish whether such an application would be supported by the department.

Whilst it is Council policy to encourage secondments wherever possible, employees must confirm that the line manager is able to release the employee from the substantive post for the duration of the secondment.

The employee should seek to identify the development opportunities that would be achieved by such a secondment, including the resultant benefits to the substantive department.

Employees are advised to contact Leicestershire County Council (Pensions) to clarify what effect, if any, the secondment may have on pension contributions. This should take place in advance of finalising any agreement.

4.0 SECONDMENT AGREEMENT

4.1 Prior to commencement of a secondment there should be a mutual understanding, and written agreement (Secondment Agreement) among the three parties as to the nature and terms of the secondment. This agreement will be drafted in conjunction with HR prior to commencement of the secondment. The agreement will include confirmation of ongoing contractual terms, and details of any variations to contractual terms, along with details of the duration of the secondment, review arrangements, and procedure for exiting the secondment.

The Secondment Agreement will act as a temporary variation to the Contract of Employment for the duration of the secondment.

5.0 EXIT ARRANGEMENTS

5.1 The Secondment Agreement will specify the intended arrangements for completion of the secondment. This will either be a specific date, or the completion of the secondment role – e.g. completion of a project.

5.2 At least one month prior to the end of the secondment the substantive manager and the secondee will discuss the arrangements for return to the substantive post. This will include an update on any changes in the team/department, and agreement on any further induction or training required by the secondee on return. The secondee will return on the terms and conditions appropriate to the substantive role.

- 5.3** At the end of the secondment the host manager will carry out an end of secondment review with the secondee and pass this to the substantive manager. Any disciplinary or performance matters will also be reported back to the substantive manager.
- 5.4** In the event that there is a requirement that the secondment should continue beyond the original specified date, there should be discussion at the earliest possible date, involving the host manager, substantive manager and secondee. The purpose of such discussion should be to identify the reasons for extension, the implications to the 3 parties, and the intended course of action. If the decision is to extend the current period of secondment, then the Secondment Agreement should be amended accordingly. If, however, there is agreement that the current secondee should return to the substantive post, then the host manager will need to consider the options available for completion of the secondment role.
- 5.5** In exceptional circumstances any of the 3 parties may wish to end the secondment early. This may arise as a result of changing work requirements in either the substantive or secondment team/department, or at the request of either the secondee or host manager if either party does not believe that the secondment is working effectively. In such circumstances there should be discussion involving all 3 parties to consider reasons and options, and to agree the course of action to be taken. If the decision is to end the secondment, the secondee will return to the substantive role on an agreed date. Consideration must be given to how the secondee's cover will be displaced.

SECONDMENT AGREEMENT

This agreement constitutes a temporary variation to the seconded employee's Contract of Employment, and will apply for the duration of the secondment. The agreement should be read in conjunction with the RCC Internal Secondment Policy (copy attached).

1 THE PARTIES

- 1) (Name) (Job title)
Substantive Manager
- 2) (Name) (Job title)
Host Manager
- 3) (Name) (Job title)
Seconded

2 POSITION

The secondment post is in
team/department

3 DURATION OF THE AGREEMENT

The secondment will start on and will continue until (***specify circumstances, eg. completion of a project, return of an employee (maternity leave) or specific date if known***). All parties will be given a minimum of 4 weeks' notice of the end date. Should any of the parties wish to vary the end date; this will need to be agreed by all parties in accordance with Clause 16 below.

At the end of the secondment, the Seconded will return to the substantive post.

4 PLACE OF WORK

The main base will be but the Seconded may be required at short notice to work at other locations within RCC. Any additional expenses incurred by the Seconded, either in travelling to the main base or to other locations, will be reimbursed in accordance with the Council's Expenses Policy.

5 DUTIES

The duties of the post are outlined in the attached job description. This is not an exhaustive list of the duties and responsibilities, and these may be varied as appropriate following prior consultation with the Seconded.

6 INDUCTION

The Host Manager will provide an induction to the Secondee on the first day of the secondment. This will include the responsibilities of the post, the team/departmental structure, appropriate Health & Safety arrangements, and the identification of any training needs of the Secondee.

7 WORKING HOURS/ARRANGEMENTS

The Secondee's normal working week is one of hours. During the period of the secondment the Secondee will work in accordance with the normal working pattern applicable to the secondment post.

8 PAY & GRADE SCALE

The grading of the post is Scale (), and the Secondee will continue to receive a salary of £() per annum, Spinal Column Point (). The Secondee will receive any salary increments that are due during the period of the secondment.

(Alternative – The Secondee will receive a salary of £() per annum, Spinal Column Point () within Scale (), Spinal Column Point range () to () with corresponding salaries of £() to £(). Subject to satisfactory service, the salary will rise by annual increments each year to the maximum of the grade. The first incremental date will be (start date). The secondee will revert to the substantive Scale () and Spinal Column Point () on the date of return to the substantive post, including any incremental increase that would have occurred during the period of the secondment.

9 SUPERVISION

The Secondee's direct manager during the period of the secondment will be (Name) (Job title)

10 HEALTH & SAFETY

It is the responsibility of the host department to ensure the Secondee's Health & Safety at work during the period of the secondment. The Secondee will have a responsibility for conducting him/herself in a manner that safeguards both his/her own and others Health & Safety at work.

11 HOLIDAYS

The Secondee's annual leave and public holiday entitlement will continue unchanged. During the period of the secondment, leave should be approved by the Host Manager.

(Alternative – The Secondee’s annual leave entitlement will increase to X days per annum pro rata for the period of the secondment. During the period of the secondment, leave should be approved by the Host Manager)

12 SICKNESS

The Secondee must report sickness absence to the Host Manager during the period of the secondment.

13 CONFIDENTIALITY

During the period of, and following the completion of the secondment, the Secondee will not divulge any confidential information gained during and in connection with the secondment, without the prior written consent of the Host Manager.

14 DISCIPLINARY/CAPABILITY ISSUES

During the period of the secondment, any disciplinary or capability issues in respect of the Secondee will be communicated immediately to the Substantive Manager, and will be dealt with in accordance with the Council’s Disciplinary or Capability Policy & Procedure, but managed jointly by the Substantive and Host team/department.

15 GRIEVANCE ISSUES

The Secondee has the right to raise a grievance as normal, at any time during the period of the secondment. The matter will be dealt with in accordance with the Council’s Grievance Policy & Procedure, but managed jointly by the Substantive and Host team/department.

16 TERMINATION OF THE AGREEMENT

The period of the secondment is intended to end in accordance with the terms specified in clause 3 of this Agreement – “Duration of the Agreement”. This will be confirmed in writing by the Host Manager to the Secondee and Substantive Manager at least one month before the end of the Secondment.

Extension of the secondment may be considered if specific circumstances arise that were not apparent at the start of the secondment. Any extension must be agreed by all parties to this Agreement, and confirmed in writing.

In exceptional circumstances any of the 3 parties may wish to end the secondment early. In such circumstances there must be discussion involving all parties to this Agreement to consider reasons and options and to agree the course of action to be taken. If the decision is to end the secondment, this will be confirmed to the Secondee in writing, and the Secondee will return to the substantive post on the agreed revised date.

The Secondee will revert to his/her substantive terms and conditions of employment on the agreed revised date.

17 PERIOD OF NOTICE

Where appropriate – As the grading of the post is , which is higher than that of the Secondee’s substantive post, the period of notice that will apply for the duration of the secondment will be –)

18 OTHER TERMS & CONDITIONS OF EMPLOYMENT

All other terms and conditions of employment will remain the same as the Secondee’s substantive Contract of Employment during the period of the secondment.

Secondment Agreement to be signed by the 3 parties specified in Clause 1 of the Agreement –

..... Date
(Substantive Manager)

..... Date
(Host Manager)

..... Date
(Secondee)

A large print version of this document is available on request



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