

Managing Secondments

Guidance

Human Resources
30 May 2022

GUIDANCE ON MANAGING SECONDMENTS

1. Purpose

- 1.1 The use of secondments can provide employees with the opportunity for professional development and the acquisition of new knowledge, skills and experience. In the interests of fairness and consistency however, it is important that any such arrangements are seen to operate within the context of the council's Policies on [Equality in Employment and Service Provision](#) and [Recruitment and Selection](#).
- 1.2 This guidance is intended to help services set up and manage the arrangements for employees who participate in secondments.
- 1.3 This guidance considers the specific arrangements for teaching staff outlined in SNCT circular 21/80 Code of Practice on Secondments.

2. Secondment Opportunities

- 2.1 Opportunities for secondment can arise internally between service areas and also with external organisations. External secondments are most likely to occur with partnership organisations such as the NHS, Police Scotland or the Scottish Government.
- 2.2 Internal secondment opportunities are likely to be the result of:
 - cover for a temporary vacancy (for example due to maternity/sick leave)
 - to undertake a specific project
 - a specific task of limited duration (for example linked to external funding)

3. Recruiting to Secondment Opportunities

- 3.1 Temporary posts suitable for secondment must be advertised in accordance with the council's [Recruitment and Selection Procedure](#).
- 3.2 Employees wishing to apply for a temporary vacancy on a secondment basis must seek approval from their line manager before doing so. In coming to a decision as to whether secondment will be approved, the line manager must consider:
 - the needs of the service;
 - the ability to backfill the post;
 - the employee's professional development.
- 3.3 On occasions where, after consideration of the above, the manager is unable to agree to a secondment arrangement, the employee will be advised of the factors that led to the decision. The employee may apply for the temporary post through the normal recruitment process. If the employee is successfully appointed to the position, acceptance would be based on the terms and conditions applicable to that post. In such circumstances, a permanent employee would be giving up their permanent status with the council.
- 3.4 Selection of candidates should be carried out in accordance with the council's [Recruitment and Selection Procedure](#).

4. Secondment Arrangements

4.1 A specific secondment agreement will be drawn up between the relevant parties. In all cases of external secondments, the host employer will be responsible for preparing the secondment agreement.

4.2 When a council employee is seconded to an external organisation a copy of the completed secondment agreement must be forwarded to HRChanges@westlothian.gov.uk along with a contractual change form.

4.3 Where an employee is seconded internally (i.e. from one council service to another) the host service must complete a contractual change form, available on MyToolkit at <https://www.westlothian.gov.uk/article/33204/Contractual-Forms> and forward this to HRChanges@westlothian.gov.uk HR will then notify the employee of the secondment arrangements.

4.4 In cases of external secondments, the secondment agreement will cover the following matters:

Secondment Post/Project

4.5 If the secondment is to an established temporary position, the secondment agreement will specify the job title. If the secondment is to undertake a specific project, the secondment agreement will provide a description of the project.

Length of Secondment

4.6 The secondment agreement should clearly state the length of the secondment with a specific end date or a specific event that will signal the end of the secondment e.g. the return from maternity leave of the substantive post -holder.

4.7 Where the secondment is expected to continue for more than 12 months, arrangements should be made for regular review of the secondment arrangements in line with paragraph 7.2 below.

Notice of Termination

4.8 The written terms of the secondment should specify a period of notice for terminating the secondment arrangement. This will normally be 4 weeks.

Pay Arrangements

4.9 The secondment agreement will contain the following pay – related information:

- salary
- the organisation responsible for paying the salary
- the application of increments and cost of living awards
- pension arrangements
- payment for overtime
- payment of expenses

4.10 Pay for secondments within the council or to the council from an external organisation are set in the same way as pay on appointment/promotion in accordance with Section

2.1 of the council's [Application of Pay and Grading Arrangements \(Non-Teaching\) - Managers Guide](#).

- 4.11 Where a non-teaching employee is seconded to an external organisation the secondment contract is between the employee and the external organisation and the rate of pay is determined by the employing organisation. The council's salary band increments and cost of living awards will apply on the employee's return to their substantive post irrespective of the secondment period.
- 4.12 Non-teaching employees seconded out of the council will not build up pension benefits during the period of secondment. These employees can elect to cover the period of pension 'lost' by taking out a Shared Cost Additional Contribution (SCAPC) contract. Employees can receive a quote and apply to buy any 'lost' pension at: http://scotlqps2015.org/apc/?_ga=1.220510936.1396356657.1448628855
Normal pension contributions will automatically restart when the employee returns to their substantive post with the council.
- 4.13 In the case of teaching staff, the original employer will continue to pay the secondee's salary and all connected costs. The original employer will be responsible for passing the employer and employee pension contributions to the SPPA for the duration of the secondment

Application of Other Terms & Conditions

- 4.14 The secondment agreement will contain the following information with regard to other terms and conditions of employment:
- hours of work
 - work location
 - annual leave entitlement
 - Travel & Subsistence arrangements
- 4.15 Where a non-teaching employee is seconded to an external organisation the secondment contract is between the employee and the external organisation and hours of work, location and leave entitlement will therefore be determined by the employing organisation.
- 4.16 Where teaching staff are seconded to an external organisation they will remain employed by the original employer and the terms and conditions contained in their original written statement of employment particulars remain in force.

Authorisation of Leave

- 4.17 Procedures for the authorisation of leave will be advised by the host organisation or service.

Management of Conduct & Performance

- 4.18 All seconded employees will continue to be subject to the council's employment policies including the [Code of Conduct for Employees](#), [Disciplinary Code](#) and [Code of Practice on Promoting Appropriate Working Relationships and behaviour](#). Any breach of the council's employment procedures may result in disciplinary action under the council's [Disciplinary Procedure \(Non-Teaching Staff\)](#) or [Disciplinary Procedure \(Teachers\)](#).

- 4.19 Employees seconded to an external organisation may also be expected to follow specific workplace rules of the host organisation. In the event of any breach of those rules, the council remains responsible for any disciplinary action.
- 4.20 Individuals seconded to the council from an external organisation will not be subject to disciplinary action under the Council's disciplinary procedures in the event of a breach of council workplace rules. The council may end a secondment arrangement where conduct or performance is not satisfactory and will cooperate with any disciplinary investigation undertaken by a seconding organisation.
- 4.21 The host organisation or service will be responsible for the day to day management of performance.

Management of Absence

- 4.22 Council employees seconded internally will remain subject to the council's [Supporting Attendance at Work Policy and Procedure](#) and any absence will be managed by the host service. The host service may decide however to terminate a secondment arrangement where the sickness absence of the seconded employee becomes unsustainable.
- 4.23 Non-teaching employees seconded to an external organisation will be subject to the host organisation's sickness absence procedures. The host organisation may decide to terminate a secondment arrangement where the sickness absence of the seconded employee becomes unsustainable. In the case of teaching staff, the council's Supporting Attendance at Work Policy and Procedure will continue to apply
- 4.24 Individuals seconded to the council from an external organisation will be subject to the sickness absence management policies of the organisation they are seconded from. The council may end a secondment arrangement where an individual's sickness absence has a negative impact on council business.

5. Organisational Change and Workforce Management

- 5.1 In the event of an employee's service undergoing a restructure during the period of their secondment, the employee's substantive post will be the relevant consideration for the purposes of applying the council's [Workforce Management Policy and Procedure](#). In those circumstances the seconded employee will be included in the workforce management processes applying in their service irrespective of the fact that they are subject to a secondment arrangement.
- 5.2 Employees seconded within the council may apply for any posts advertised internally in the council. Employees seconded from external organisations may only apply for vacancies which are advertised externally.

6. Terminating Secondment Arrangements

- 6.1 At least one month before the scheduled end date of a secondment, the seconding service should review the ongoing need for the arrangement with the host service/organisation. Where there is no justification for extending the secondment, the employee should be told the secondment is ending and HR should be notified.
- 6.2 Secondment arrangements may be ended before the scheduled end date by any of the relevant parties by providing the agreed notice of termination. Exceptionally it may

be necessary to end a secondment arrangement without notice. Triggers for the early termination of a secondment arrangement may include but are not restricted to:

- disciplinary issues
- unsustainable absence
- performance issues
- organisational change

6.3 Before ending a secondment, arrangements should be made to prepare the employee for a return to their substantive post by updating them on any changes to the team and/or working arrangements that may have been implemented during their period of secondment. Managers should also ensure all relevant paperwork is sent to HR to inform them of the employee's return to their substantive post.

7. Renewal of Secondment Arrangements

7.1 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. The host organisation/service will be responsible for preparing the revised secondment agreement which must be forwarded to HR along with a copy of a change form providing the revised end date.

7.2 For non-teaching staff, secondment arrangements should be regularly reviewed, at least every 12 months, and only extended where there is a demonstrable business need.

7.3 For teaching staff secondment arrangements must not be extended beyond 23 months.

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**TEMPLATE SECONDMENT AGREEMENT
(SECONDMENT FROM AN EXTERNAL ORGANISATION)**

Dear

Secondment to [Post, Service]

I confirm your appointment to the post of [post] with West Lothian Council on a secondment basis. You are seconded from your substantive post of [substantive post] with [substantive employer name] and will remain an employee of [substantive employer name] during the period of the secondment.

The secondment arrangement will continue until [date or event] but may be terminated earlier by you, the council or [substantive employer] with 4 week's written notice in accordance with the council's secondment guidance.

You will be paid £[00,000] per annum pro-rata on SCP [SCP] of salary grade [grade] and your hours of work will be [hours] per week.

Your work location will be [location].

During the secondment you will be required to:

- (a) report to [name], [post], West Lothian Council;
- (b) comply with the council's sickness absence notification and certification procedures as provided by your line manager
- (c) obtain prior approval of your line manager in the council before taking leave;
- (d) obtain prior approval of your line manager in the council for any overtime working;
- (e) submit any expenses claims arising during your secondment in accordance with the council's normal procedures which can be found at <http://www.westlothian.gov.uk/hr-services>
- (f) consent to the council providing relevant information about you to your substantive employer [substantive employer name] as appropriate;
- (g) keep confidential any information about the council, its business and clients to which you are privileged.

While you are required to comply with the council's workplace rules, employment policies and codes of conduct, the authority to take any disciplinary action will remain with your substantive employer, [substantive employer name]. The council however, reserves the right to end a secondment arrangement where conduct or performance is not satisfactory.

Yours sincerely
Name, Secondment Service Manager

TEMPLATE SECONDMENT RELEASE
(TO AN EXTERNAL ORGANISATION)

Dear

Secondment to [external organisation name]

I confirm that you are being released by the council to undertake a secondment with [external organisation name] with effect from [date]. During this period you will remain an employee of the council and your continuous service with the authority will not be broken.

The secondment arrangement will continue until [date or event] but may be terminated earlier by you, the council or [substantive employer] with one month's written notice in accordance with the council's Guidance on Managing Secondments.

Specific terms and conditions in relation to your seconded post including salary, hours of work and work location will be confirmed in a formal secondment agreement prepared by [external organisation name]. All other terms and conditions of employment as specified in your Statement of Particulars will remain unchanged.

During the period of your secondment you will be expected to comply with any workplace rules of [external organisation name]. In the event however of any breach of those rules, you will be subject to the West Lothian Council Disciplinary Procedures. You will also be subject to the sickness absence procedures of [external organisation name]/ You will remain subject to West Lothian Council's Supporting Attendance at Work Policy and Procedure [delete as appropriate]

In the event of any restructure of your own service during the period of your secondment, your substantive post in that structure will be the relevant consideration for the purposes of applying the council's Workforce Management Policy. In those circumstances, you will still be obliged to engage with the council's workforce management processes as they apply to that service area irrespective of your secondment arrangement.

On termination of the secondment arrangement either on the date above or earlier (as agreed with appropriate notice) you will return to your substantive position of [post] on salary grade [grade]. Spinal column point placement on return to your substantive post will be in line with any incremental progression that would normally have occurred should you have remained in your substantive post.

Yours sincerely

Name
Substantive Service Manager