



ABERDEEN

SECONDMENT PROCEDURE

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1. Introduction

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.

2. Benefits of secondment

The benefits of secondment include:

- Providing an employee with the opportunity to develop skills and knowledge outwith their substantive post.
- Providing an employee with the opportunity for learning and development and career development.
- Increased employee engagement.
- Improved succession planning for the organisation.

3. Scope

This procedure applies to all permanent and fixed term employees of Aberdeen City Council excluding Teachers and other employees on SNCT terms and conditions.

Note: For fixed term employees, the secondment must finish prior to or on the end date of the fixed term contract.

4. Types of secondment

Internal

This is a mutually agreed secondment where an employee temporarily moves from their substantive post to a different post of the same grade or of a different grade within the Council for a fixed period of time. When an employee is seconded to a higher graded post, they will be paid the salary for the seconded post for the duration of the secondment. The Council's Salary Placing guidance applies in all cases of secondment (a copy of which is on the Zone). Where applicable, annual incremental progression in accordance with the CR&D scheme will be applied during the secondment. When an employee is seconded to a lower graded post, no pay protection will apply and the employee will be paid at the top point of the lower grade for the duration of the secondment.

External

This is a mutually agreed secondment where an employee temporarily moves from their substantive post to work within an external organisation for a fixed period of time. The employee will continue to be an employee of Aberdeen City Council and will retain their Council terms and conditions of employment for the duration of the secondment except where stated otherwise in the secondment agreement. The Council will continue to pay the employee for the duration of the secondment and the substantive Service Manager should arrange in advance with the external

organisation how the recharging arrangements will work, including liaising with the Council's Finance section as appropriate.

In relation to their substantive salary, the employee will be entitled to any pay awards or incremental progression (as per the terms of the Local Salary Progression Scheme) that occur during the secondment period. In relation to their seconded salary, the employee may be entitled to any pay awards or incremental progression that occur during the secondment period (as per the terms of the secondment agreement).

If the salary for the post the employee is seconded to is higher than the salary for the employee's substantive post, the seconded employee will receive the salary for the seconded post for the duration of the secondment subject to the agreement between the Council and the external organisation.

Although day to day management of performance and allocation of tasks will lie with the external organisation for the duration of the secondment, the Council retains overall responsibility for any formal procedures e.g. Maximising Attendance, managing performance, discipline and grievance matters etc. in accordance with the Council's policies and procedures, including making decisions on potential dismissal.

For the duration of the secondment the external organisation is responsible for all aspects of Health and Safety including risk assessments.

Inward

This is a mutually agreed secondment where an employee from an external organisation temporarily moves from their substantive post to work within the Council for a fixed period of time. The seconded employee will continue to be an employee of the external organisation and will retain the external organisation's terms and conditions of employment for the duration of the secondment except where stated otherwise in the secondment agreement. The external organisation will continue to pay the employee for the duration of the secondment and should arrange in advance with the substantive Service Manager within the Council how the recharging arrangements will work.

If the salary for the seconded post is higher than the salary for the substantive post, the seconded employee will receive the salary for the seconded post for the duration of the secondment subject to agreement between the Council and the external organisation. The Council's Salary Placing guidance applies in all cases of secondment (a copy of which is on the Zone).

Job swapping

This is an informal mutually agreed arrangement where employees **on the same grade within the Council** temporarily swap roles for a maximum period of 6 months. Employees can only swap with other employees on the same terms and conditions of employment e.g. someone on EP&M terms and conditions of employment cannot swap with a Craftworker. If the employee receives allowances such as non-standard working week allowance or Essential Car User allowance in

their substantive role, how this will be applied for the duration of the job swap needs to be agreed before the job swap starts.

Any employee who wishes to be considered for a job swap should discuss this with their line manager in the first instance. The line manager should then contact the line manager of the potential 'job swap' post to discuss whether a swap may be possible. The service may also wish to consider job swap opportunities as a development opportunity for those employees deemed to be 'exceeding' under CR&D.

A job swap may not always be possible due to operational requirements or where a role requires specialist skills or specific qualifications that another employee would not be able to swap into. For a job swap to go ahead, the managers of both posts, as well as both employees, must agree to the job swap. The job swap can be ended at any time by any of the parties involved giving appropriate notice.

5. Timescales

A start and end date will always be specified in any secondment agreement.

The minimum period for a secondment is 6 months. This is because internal arrangements can be covered by higher graded duties for up to 6 months and also to allow sufficient time for the employee to be inducted and trained in the seconded post.

Under no circumstances should a secondment reach or exceed 4 years in duration.

6. Selection arrangements

The Council's recruitment procedure should normally be used to recruit to the seconded post. In certain circumstances, it may be possible to 'ring fence' the secondment opportunity to a specific group of employees using an expressions of interest process e.g. where specialisms occur or where specific qualifications are required.

An employee applying for the post on a secondment basis needs to have asked for and obtained the agreement of their Service Manager before applying for the seconded post. Wherever possible secondment requests will be granted, although this may not always be possible due to the requirements of the service.

If an employee asks to go on secondment and this is not granted due to the requirements of the service, the employee can still apply for the seconded post on a fixed term basis with no right to return to their substantive post at the end of the fixed term period.

Where the seconded post requires post offer checks such as PVG or health checks, the results of these checks must be received before the secondment can begin.

7. Development

The Council is committed to training and developing its employees. Secondment provides employees with an opportunity to gain and develop new skills and experience. In order to enhance the potential of secondment as a development opportunity, the seconded service may decide to put in place a development plan for the duration of the secondment which is reviewed on a regular basis with the seconded employee.

8. Secondment agreement

For internal secondments, a formal written secondment agreement must be agreed and signed by the Service Manager from the substantive service, the Service Manager from the seconded service and the employee, stating the terms of the secondment. Each of the three parties should then receive a copy of the signed agreement. A copy of the signed secondment agreement should also be sent to the HR Service Centre for the employee's personal file.

For external secondments, a formal written secondment agreement must be agreed and signed on behalf of the Council and external organisation by persons with authority to enter into such agreements. The employee must also agree and sign the agreement. Each of the three parties should then receive a copy of the signed agreement. A copy of the signed secondment agreement should also be sent to the HR Service Centre for the employee's personal file. The template secondment agreement for external secondments (Appendix 2) can be used, or the Council can agree with the external organisation to use the external organisation's secondment paperwork.

See Appendix 1 for the template secondment agreement for internal secondments and Appendix 2 for the template secondment agreement for external secondments.

9. Extension to secondment

In certain circumstances it may be necessary to extend the secondment (although under no circumstances should a secondment reach or exceed 4 years in duration). The Service Manager from the substantive service/organisation, the Service Manager from the seconded service/organisation and the employee must agree the extension before the secondment can be extended. If the secondment is to be extended, the Service Manager from the seconded service/organisation should advise the HR Service Centre of this in writing.

For internal secondments, the HR Service Centre will then issue the employee with a letter confirming the extension to the secondment, and a copy of the letter will be retained in the employee's personal file. For external secondments a revised secondment agreement should be signed by, and a copy given to, the Service Manager from the substantive service/organisation, the Service Manager from the seconded service/organisation and the employee. A copy of the revised signed secondment agreement should also be sent to the HR Service Centre for the employee's personal file.

10. Contact

Both the employee and their substantive manager are responsible for keeping in contact with each other throughout the secondment. Any significant changes to the employee's substantive post should only be made after consultation with the seconded employee.

11. Ending the secondment early

The secondment can be ended before the agreed end date by the seconded service/organisation or the employee, provided that the substantive service/organisation is also consulted and at least 4 weeks' notice of the end of the secondment is given. This will be subject to the actual terms of the secondment agreement.

12. Return to substantive post

An employee on secondment has the right to return to their substantive post at the end of the secondment. If the substantive post no longer exists or the secondment has ended before the agreed secondment end date the Council will endeavour to place the employee in a post with similar responsibilities and the same terms and conditions as they held before.

It is important that prior to the seconded employee returning to their substantive post, the employee contacts their substantive manager to discuss the arrangements for them returning to their substantive post.

13. Review

This procedure will be subject to continual review and amendment in the light of experience of its operation, employment best practice and statutory requirements.

INTERNAL SECONDMENT AGREEMENT

Secondment Agreement

among

- (1) **[insert name of substantive service] (substantive service);**
- (2) **[insert name of seconded service] (seconded service); and**
- (3) **[insert name of employee] (employee).**

Employee's substantive post: *[insert job title]*

Employee's seconded post: *[insert job title]*

It is agreed by the above parties as follows:

1. Secondment period

- 1.1 The secondment will start on *[insert start date]* and will end on *[insert end date]*.

2. Salary

- 2.1 The employee's salary will remain the same as their substantive post, and they will be entitled to any pay awards or incremental progression in accordance with the CR&D scheme (where applicable) that may occur during the secondment period.

Or

- 2.1 For the duration of the secondment period only, the employee will be paid the salary of the seconded post. The employee's starting salary for the secondment period is *[insert pay]* per annum. The employee will be entitled to any pay awards or incremental progression in accordance with the CR&D scheme (where applicable) that may occur during the secondment period.

3. Hours of work and place of work

During the secondment period:

- 3.1 The employee's place of work will be *[insert location]* or any other place of work within Aberdeen City, reasonably required by the Council.
- 3.2 The employee's contracted weekly working hours will remain the same as their substantive post.

Or (where hours are changing for the duration of the secondment)

- 3.2 The employee's contracted working hours will be [hours per week] hours per week.

Optional paragraph where employee currently gets flexi time but will not get flexi time when on secondment

- 3.3 For the duration of the secondment flexi time will not apply.

4. Leave

- 4.1 During the secondment period the employee will continue to receive their current annual leave and public holiday entitlement. The employee should agree their annual leave requests with their line manager within (*insert name of seconded service*). At the end of the secondment, the employee will notify their substantive line manager of any annual leave taken.

5. Employee's obligations

During the secondment period, the employee will:

- 5.1 Undertake the role and duties of [*insert job title*] for the seconded service. The duties are as described in the job profile for the role and the line manager in the seconded service will detail the current responsibilities of the role as part of the induction.
- 5.2 Comply with all reasonable instructions given to them by the seconded service.
- 5.3 Report any sickness absence to the seconded service in accordance with the Council's Maximising Attendance policy and procedure.

Where the seconded post is politically restricted

- 5.4 In line with the Local Government (Political Restrictions) Regulations 1990 the seconded post has been deemed to be politically restricted. The employee is therefore required to comply with the provisions of the Local Government (Political Restrictions) Regulations 1990.

6. Seconded service's obligations to the substantive service

During the secondment period, the seconded service will:

- 6.1 Pay the employee's salary and any other associated costs (e.g. employer's National Insurance contributions, employer's pension contributions, any other contractual payments) for the duration of the secondment.

Appendix 1

- 6.2 Arrange in advance with the substantive service how any recharging arrangements for the payment of salary and any other associated costs will work.
- 6.3 Refund to the employee all reasonable travelling and other expenses (e.g. mileage) incurred by the employee during the secondment period in the performance of the employee's duties for the seconded service, subject to production by the employee of receipts where applicable.
- 6.4 The seconded service will report to the substantive service any performance, health and safety, grievance and disciplinary matters that relate to the employee that arise out of or are in any way connected to the secondment.

7. Seconded service's obligations to the employee

During the secondment period, the seconded service will:

- 7.1 Provide to the employee any induction, training and development as may reasonably be required for the proper performance of the employee's duties.
- 7.2 Be authorised by the substantive service to deal with any informal disciplinary matters involving the employee. The substantive service reserves the right to deal with all disciplinary matters in accordance with the Council's discipline policy and procedure.
- 7.3 Be authorised by the substantive service to deal with any informal grievance matters involving the employee. The substantive service reserves the right to deal with all grievance matters in accordance with the Council's grievance policy and procedure.
- 7.4 Discuss and agree in advance with the substantive service how any performance reviews/CR&D will be carried out.
- 7.5 Discuss and agree in advance with the substantive service how the Maximising Attendance policy & procedure will be applied.

8. Termination of secondment

The secondment will terminate:

- 8.1 At the end of the secondment period; or
- 8.2 If earlier, by the employee or seconded service giving at least 4 weeks' written notice of termination of this secondment agreement to all other parties of this secondment agreement.

9. Return to substantive post

- 9.1 The employee has the right to return to their substantive post at the end of the secondment period.

Appendix 1

- 9.2 If the substantive post no longer exists the employer will endeavour to place the employee in a post with similar responsibilities and the same terms and conditions as their substantive post.

10. Written agreement

- 10.1 This secondment agreement constitutes the entire agreement between the parties relating to the secondment.

11. Signatures

This secondment agreement is signed as follows:

On behalf of [insert name of substantive service] (substantive service)

I have read, understood and agree to the above terms.

Name: Position:

Signature:..... Date:

On behalf of [insert name of seconded service] (seconded service)

I have read, understood and agree to the above terms.

Name: Position:

Signature: Date:

Employee

I understand that the above terms vary my contract of employment for the duration of the secondment and that any variations to my contract of employment will cease when the secondment ends. I have read, understood and agree to the above terms.

Name:

Signature: Date:

The final signed agreement should be copied to all three parties and a copy sent to the HR Service Centre for the employee's personal file.

EXTERNAL SECONDMENT AGREEMENT

Secondment Agreement

among

- (1) **Aberdeen City Council** (“employer”);
- (2) **[insert name of external organisation]** (“external organisation”); and
- (3) **[insert name of employee]** (“employee”).

Employee's substantive post: *[insert job title]*

Employee's seconded post: *[insert job title]*

It is agreed by the above parties as follows:

1. Definitions

In this secondment agreement:

- 1.1 “**employment contract**” means the contract of employment between the employer and the employee;
- 1.2 “**parties**” means the employer, external organisation and employee;
- 1.3 “**secondment period**” means the period starting on *[insert start date]* and ending on *[insert end date]*, or if earlier, the date of termination of the employment contract.
- 1.4 “**substantive post**” means the post held by the employee immediately before starting the secondment.

2. Secondment

For the duration of the secondment period:

- 2.1 The employee will be seconded by the employer to the external organisation.
- 2.2 The employee will remain an employee of Aberdeen City Council.
- 2.3 The employment contract shall remain in force unless explicitly varied by this secondment agreement.

Appendix 2

- 2.4 The employee will continue to comply with policies and standing orders of Aberdeen City Council and will continue to comply with legislation and regulations relevant to Local Authorities in Scotland.

3. **Salary**

- 3.1 The employee's salary will remain the same as their substantive post, and they will be entitled to any pay awards or incremental progression as per the terms of the Local Salary Progression Scheme (where applicable) that may occur during the secondment period.

Or

- 3.1 For the duration of the secondment period only, the employee will be paid the salary of the seconded post. The employee's starting salary for the secondment period is [insert pay] per annum. The employee will be entitled to any pay awards or incremental progression (where applicable) that may occur during the secondment period.

4. **Hours of work and place of work**

During the secondment period:

- 4.1 The employee's place of work will be [*insert location*] or any such place as may reasonably be required by the external organisation.
- 4.2 The employee's contracted weekly working hours will remain the same as their substantive post together with such additional hours as may from time to time be reasonably required of the employee by the external organisation for the proper performance of the employee's duties.

Or (where hours are changing for the duration of the secondment)

- 4.2 The employee's contracted working hours will be [*hours per week*] hours per week together with such additional hours as may from time to time be reasonably required of the employee by the external organisation for the proper performance of the employee's duties.

Optional paragraph where employee currently gets flexi time but will not get flexi time when on secondment

- 4.3 For the duration of the secondment the employer's flexi time scheme will not apply.

5. Leave

- 5.1 During the secondment period the employee will continue to receive their current annual leave and public holiday entitlement. The employee should agree their annual leave requests with their line manager within [*insert name of external organisation*]. At the end of the secondment, the employee will notify their substantive line manager of any annual leave taken.

6. The employee's obligations to the external organisation

During the secondment period, the employee will:

- 6.1 Undertake the role and duties of [*insert job title*] for the external organisation, including duties which are not part of the employee's normal duties but which are reasonably related to the normal duties.
- 6.2 Comply with all reasonable instructions given to them by the external organisation.
- 6.3 Report any sickness absence to the external organisation in accordance with the external organisation's policies and procedures and also report any sickness absence to their substantive line manager.

Where the seconded post is politically restricted

- 6.4 In line with the Local Government (Political Restrictions) Regulations 1990 the seconded post has been deemed to be politically restricted. The employee is therefore required to comply with the provisions of the Local Government (Political Restrictions) Regulations 1990.

7. The external organisation's obligations to Aberdeen City Council

During the secondment period, the external organisation will:

- 7.1 Pay to Aberdeen City Council an amount which (excluding any VAT payable thereon) is equal to the employer's cost of paying the employee's remuneration and providing the employee with contractual and other benefits under the employment contract including:

- 7.1.1 the employee's salary;
- 7.1.2 National Insurance contributions payable by the employer in respect of the employee's salary;
- 7.1.3 the employer's pension contributions payable on behalf of the employee;

Appendix 2

- 7.1.4 all other allowances, expenses and benefits paid to the employee by the employer under the employment contract.

Insert paragraph here to clarify how the recharging will work e.g.

- 7.2 The amount payable by the external organisation will be payable within 30 days of receipt by the external organisation of monthly invoices from the employer.
- 7.3 Pay to Aberdeen City Council all reasonable travelling and other expenses incurred by the employee during the secondment period in the performance of the employee's duties for the external organisation, subject to production by the employee of receipts or other evidence of expenditure (if required). The Council will then make arrangements for the employee to be reimbursed for these monies.
- 7.4 Apart from as provided in clause 7.1, indemnify the employer against all liabilities, costs and expenses arising out of or in any way connected to the secondment of the employee to the external organisation and all documents signed, or actions taken, by the employee during the secondment period.
- 7.5 Report to the employer any performance, health and safety, grievance and disciplinary matters that relate to the employee that arise out of or are in any way connected to the secondment.

8. The external organisation's obligations to the employee

During the secondment period, the external organisation will:

- 8.1 Provide to the employee any induction, training and development as may reasonably be required for the proper performance of the employee's duties.
- 8.2 Be authorised by the employer to deal with any informal disciplinary matters involving the employee in accordance with the external organisation's discipline procedures. The employer reserves the right to deal with all disciplinary matters in accordance with the employer's discipline policies and procedures.
- 8.3 Be authorised by the employer to deal with any informal grievance matters involving the employee in accordance with the external organisation's grievance procedures. The employer reserves the right to deal with all grievance matters in accordance with the employer's grievance policies and procedures.
- 8.4 Be authorised by the employer to carry out any reviews of the employee's performance. Any such reviews can be reported to the employer.

Appendix 2

9. Termination of secondment

The secondment will terminate:

- 9.1 At the end of the secondment period; or
- 9.2 If earlier, by the employee or external organisation giving at least 4 weeks' written notice of termination of this secondment agreement to all other parties of this secondment agreement.

10. Return to substantive post

- 10.1 The employee has the right to return to their substantive post at the end of the secondment period.
- 10.2 If the substantive post no longer exists, the employer will endeavour to place the employee in a post with similar responsibilities and the same terms and conditions as their substantive post.

11. Written agreement

- 11.1 This secondment agreement constitutes the entire secondment agreement between the parties and supersedes all prior agreements, understandings and arrangements between them, whether oral or written, which relate to the subject matter of this secondment agreement.

12. Signatures

This secondment agreement is signed as follows:

On behalf of Aberdeen City Council (employer)

I have read, understood and agree to the above terms.

Name: Position:

Signature:..... Date:.....
(Service Manager)

On behalf of [insert name of organisation] (external organisation)

I have read, understood and agree to the above terms.

Name: Position:

Signature:..... Date:

Appendix 2

Employee

I understand that the above terms vary my contract of employment for the duration of the secondment and that any variations to my contract of employment will cease when the secondment ends. I have read, understood and agree to the above terms.

Name:

Signature: Date:

The final signed agreement should be copied to all three parties and a copy sent to the HR Service Centre for the employee's personal file.

Appendix 3: Secondment Flowchart

