



Ore Valley Housing Association

SECONDMENT POLICY

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Secondment Policy

INTRODUCTION

This procedure aims to ensure that Ore Valley Housing Association provides guidance to managers and employees on secondment and promotes best practice in a fair and consistent manner.

EQUALITY STATEMENT

In implementing this procedure Managers must ensure that all staff are treated fairly and within the guidance found within the Equal Opportunities Policy. Special attention should be paid to ensuring the procedure is understood when using it for staff new to the Association, by staff whose literacy or use of English is weak or for persons with little experience of working life.

DATA PROTECTION

All documents generated under this policy that relate to identifiable individuals are to be treated as confidential documents, in accordance with the General Data Protection Regulations and the Association's Data Protection & Confidentiality Policy.

THE BENEFITS OF SECONDMENT

- The Association recognises that secondments are a means of encouraging development and growth, thus allowing staff to gain skills and knowledge that may not necessarily be available within their team or indeed the Association, without having to move out with the organisation.
- Staff benefit by increasing their skills and wider experience, readying themselves for different roles or promotion, and can try new opportunities without having to commit long term
- Benefits from sharing skills across the Association while retaining and optimising the use of staff resources.
- Staff can explore different career possibilities in another setting
- Continual development of staff skills to remain relevant and competitive within their sector.

SCOPE OF POLICY

This policy applies to all Association employees who are seconded from their principal role to other work and covers internal and external secondment. Where appropriate, a selection process will take place.

PRINCIPLES

- Secondment opportunities will be open to all staff, and will not be unreasonably refused, however, there may be the occasional circumstance where uniquely matched personal development needs exist or significant business requirements apply, and 1 to 1 matching will take place
- Priority for secondments will be given to suitable employees
- There is an expectation by all parties that the secondee will return to their original post at the end of the placement
- The period of secondment must be agreed and clearly defined in the secondment agreement
- Secondment arrangements will be agreed in writing before the secondment starts

SECONDMENT OPPORTUNITIES

Secondment opportunities may arise through a variety of circumstances. The most usual will be the identification of a job/project, which should be accessed using normal recruitment methods.

The job may be clearly identified as a secondment in the advert, or the applicant may enquire of both the recruiting manager and their own line management whether they could be seconded, rather than appointed to a permanent or fixed term vacancy.

Secondments may also be set up to lend resources to an external organisation, to the benefit of all concerned.

CLARITY IN SECONDMENT ARRANGEMENTS

It is essential that everyone connected with the secondment is clear about the basis it is arranged on.

All arrangements for secondment should take account of the following points:

- Clear reasons identified for secondment
- Clear arrangements for start and finish dates; and interim review if required
- Training requirements and training needs during and following a period of secondment
- Replacement costs and arrangements for cover
- Statutory obligations
- Appraisal arrangements
- Anticipated benefits
- Monitoring arrangements
- Clear arrangements for return to the substantive post.

EXTERNAL SECONDMENTS

All the issues associated with internal secondments similarly apply to external secondments and require careful consideration and resolution. Some additional, specific issues need to be resolved in regard to external secondments, again before the secondment starts.

It may be necessary to have a second document detailing the agreement and understandings between the Association and the host organisation in relation to intellectual property rights, reimbursement etc. All parties to the secondment should sign these statements (see Appendix 1)

All secondments must be signed off by the CEO.

RESPONSIBILITIES

Managers

- Responding to requests to be released on secondment promptly and fairly.

Managers Accepting Secondees

- Ensuring that the issues specified in Appendix 2 are fully addressed and resolved and that the employee is provided with a written statement detailing the terms of the secondment
- Completing and submitting any other documentation to the CSM

Managers Arranging an External Secondment

- Ensuring that all the issues specified in Appendix 2 are fully addressed and resolved and details passed to the Senior Corporate Support Officer (SCSO)
- Completing and submitting any other documentation to the SCSO
- Maintaining contact with their seconded member of staff during the secondment.

Senior Corporate Support Officer

- Providing advice and guidance on secondments
- Providing the employee and the host organisation with a written statement detailing the terms of the secondment.

Employees

- Applying for secondment opportunities and seeking management approval
- Maintaining contact with their substantive post line manager during the secondment.

PROCESS TO BE FOLLOWED

Where an employee sees a vacancy that they feel would fit their need for a secondment opportunity they should write to their line manager stating/giving:

- The title of the post to which they wish to be seconded
- The reason for applying
- The perceived benefits to themselves and the Association.

Where the secondment is external to the Association and an individual would like to apply he/she should:

- Provide full details of the organisation and post, including a contact name and number
- Application for the post itself must be done in the way required by the recruiting organisation, noting on the application that a secondment is requested.
- Managers will give due consideration to requests to be released on secondment. If a request is refused the employee may raise a grievance following the Grievance Policy.

TERMS OF SECONDMENT

Secondments vary in length depending upon the circumstances. The period of secondment must, however, be agreed and clearly defined in a secondment agreement, signed by all parties - the seconding manager, the secondee and the host manager/organisation.

It is intended that the secondee should return to their original post although this may not always be possible. The normal course is to return to the substantive post unless agreed before the secondment starts that an alternative post will be found.

Where circumstances change during a secondment, and the likelihood of return to the original post diminishes, the secondee will be fully informed and involved in discussions surrounding both the post and their future.

Secondment opportunities should be allowed to run their course. However, the Association reserves the right, in exceptional circumstances, to recall staff early if required. Termination before the expiry of the secondment will normally be subject to an agreed period of notice.

Throughout the period of secondment the secondee remains an employee of the lending organisation and at no stage becomes an employee of the host organisation.

TERMS AND CONDITIONS OF EMPLOYMENT

Seconded staff are entitled to maintain their terms and conditions of employment. Where the employee would potentially lose enhanced

payments by taking the secondment, the host employer and employee should negotiate the pay received during this period.

Where the terms and conditions for the secondment opportunity are at a higher or lower level than those in the employee's substantive post, the appropriate terms and conditions of the secondment post will apply.

Where secondment is to a post at a higher grade, credit will be given for the time spent in this post in line with the arrangements of the terms and conditions. On returning to the substantive post, the original terms and conditions of the substantive post will apply, and the post holder will revert to their incremental date immediately before the secondment began.

Secondment arrangements may be agreed on a full-time or part-time basis.

Arrangements for appraisal and Personal Development Plans will be clearly documented in the secondment agreement. The host employer will complete the documentation.

CONTINUITY OF EMPLOYMENT

Time spent on secondment with another employer either within or outside the Association will not affect continuity of employment.

EXPENSES

Expenses incurred as a result of the secondment will be reimbursed by the host employer, with any variations agreed before the start and clearly detailed in the secondment agreement.

HEALTH AND SAFETY

The Association acknowledges its responsibilities in relation to the health and safety of employed and seconded staff. During the term of secondment, the employer's duty of care will be the responsibility of the host employer.

MAINTAINING CONTACT

Maintaining contact with staff on secondment throughout the period is essential. Arrangements for this should be clearly documented. The responsibility for this will be mutual, so both the secondee and the line manager will be responsible for maintaining contact. The manager will act as the contact point and keep the secondee in touch with developments.

Appraisal arrangements must be explicit within the secondment agreement. Both managers must be in agreement as to who takes this forward, but this should normally be the responsibility of the host employer.

For longer-term secondment, account must be taken of the potential skills lost, changing work practice, changing cultures and new technology. Successfully maintaining contact will minimise the impact of such changes.

APPENDIX 2

Model Secondment Agreement

Dear *(insert name of secondee)*

Secondment Agreement

This secondment agreement is being issued in accordance with Ore Valley Housing Association Secondment Procedure.

It sets out the terms and conditions of your secondment from *(insert name of lending team/ employer)* to *(insert name of host employer)*.

Purpose of Secondment

(Details appropriate to secondment to be completed.)

Secondment Job Title

Your job title will be *(complete as applicable)*.

The duties of your post are as outlined in the attached / previously issued *(delete as appropriate)* job description. This is not an exhaustive list of your duties and responsibilities and may be varied as appropriate to your secondment and grade, following prior consultation and agreement with you.

Base

Your base will be *(complete as applicable)*.

Your post may involve traveling from your seconded base for the proper performance of your duties, for which you will receive appropriate reimbursement of any relevant expenses from *(host employer)*.

Or

Expenses should be claimed from *(lending employer)* in accordance with normal procedures. *(Lending employer)* will seek reimbursement of these costs from *(host employer)*.

Hours

Your normal working hours will be *(complete as applicable)* per week.

Your normal working days will be *(complete as applicable)*. Your pattern of working will be agreed between you and your line manager in the host organisation.

You may be requested, on occasion, to work additional hours. Any such request will be consistent with the agreement on Working Time Regulations.

Secondment Period

Start Date: *(complete as applicable)*

End Date: *(complete as applicable)*

(Optional: - A trial period of *(complete as applicable)* weeks has been agreed, with a formal review by *(complete name as applicable)* on or before completion of the trial period.)

Induction, Training and Development

The host employer will take responsibility for arranging suitable induction, training and development for the period of your secondment.

Performance and Development Review

Normal PDR arrangements will apply during the period of secondment. These will be undertaken by *(host employer)* in consultation as appropriate with *(lending employer)*.

Terms and Conditions

The terms and conditions for this secondment will be those as detailed in your substantive contract of employment. Any variations to these conditions are detailed below: *(delete as appropriate)*. Where variations apply, you will revert to your original terms and conditions of employment upon completion of the secondment period.

Notice

A minimum of *(complete time period as applicable)* notice in writing will be given and is required in the event of early termination of secondment by either party.

Sickness Absence

Arrangements for the reporting of sickness absence will be agreed with *(complete name of person/department in the host employer as applicable)*.

Annual Leave and Public Holidays

You will retain your current entitlement to annual and public holidays subject to local arrangements. Any variations to this are detailed below. *(Delete as appropriate)*.

Employee Conduct and Capability

Any concerns regarding your conduct and/or capability will be brought to your attention by *(host employer)* and if necessary will be dealt with accordingly.

Employee Grievance Procedure

If you seek redress of any grievance relating to your seconded employment, you may discuss it with your host manager informally to try and resolve it.

If the matter is not settled at this level you will need to put your grievance in writing to your manager (lending).

Health and Safety

For external secondments:

Both *(host employer)* and *(lending employer)* acknowledge their responsibilities in relation to the health and safety of employed and seconded staff. The employer's duty of care will be the responsibility of *(host employer)*. The Association will communicate with the host employer to obtain evidence of appropriate risk assessments have been undertaken.

Under the Health and Safety at Work Act 1974, all employees are required to take reasonable care for the health and safety of themselves and others who may be affected by their activities at work, to co-operate with measures required to meet statutory obligations, to use safety equipment provided for protection, and to report any accidents.

Confidentiality

Obligations arising from the General Data Protection Regulations (GDPR): You are required to comply with all relevant GDPR provisions, to ensure that confidential information is used only for authorised purposes.

You may be subject to specific information sharing protocols for specific purposes, related to your secondment

Information Technology

You are required to comply with lending employer and host employer policies on information technology security, use of email and internet access. Copies of these may be obtained through your designated line manager.

Failure to Comply With Obligations

Failure to observe these obligations will be regarded by your employer as serious misconduct which could result in disciplinary action being taken

against you, including dismissal. You may also be liable to prosecution for an offence under the Data Protection legislation or an action for civil damages.

Acceptance of Gifts and/or Hospitality

Restrictions on acceptance of gifts and/or hospitality are provided within the Gifts and Hospitality Policy. Any breach of the principles will be treated as serious misconduct and will attract appropriate disciplinary action.

Return to Work Arrangements

On your return to work it is intended that you will resume the duties of your existing post as *(insert substantive post)*. Should this post have been subject to change during your period of secondment (see section below on keeping in touch), you will, where possible, be offered an alternative post with the Association on the same grade and hours and with a similar level of responsibility.

Upon completing three quarters of your secondment period, it is suggested that you meet with your line manager to discuss any potential difficulties on returning to work.

Maintaining Contact

The following arrangements will apply:

Your line manager within the lending employer will ensure that during the period of secondment you are kept advised of important developments and included in any consultations on proposed departmental restructuring or other significant changes. These may include:

- Mailing lists
- Attendance at regular team meetings
- Discussion of any training/development requirements on return
- Evaluation of secondment.

Secondment Agreement

Name:

Address:

We hereby agree the secondment of the above named on the conditions set out in this Agreement.

Signature:

(for host employer/team)

Name:

Position:

Date:

Signature:

(for lending team)

Name:

Position:

Date:

Signature:

(employee)

Date: