

<b>LORETTO SECONDMENT POLICY</b>		<b>No. 42</b>
<b>Date Reviewed:</b> <b>October 2019</b>	<b>Next Due:</b> <b>October 2022</b>	<b>Approved:</b> <b>June 2010 by S. Carr</b>

## **Introduction**

A secondment is when an individual transfers temporarily to another employer for the purposes of developing skills or enhancing career opportunities.

Loretto considers that, in general terms secondments can enhance employees, the host organisation and Loretto by providing extended experience in new and different settings associated with social care and housing.

Such experiences should never be provided merely to supplement employee shortages within the host organisation.

It is important that the reasons for the secondment are clearly understood by, and embodied in, a written agreement between the parties concerned.

When a Loretto employee is seconded out, the organisation they will go to will be the host organisation but Loretto will continue to be their employer. For incoming secondees, Loretto will be classed as the host organisation.

This policy has been developed to ensure that the secondee and the organisations interests are made clear and meet acceptable standards. The selection of secondees will, where possible, be by way of a joint interview between the current employer and the host organisation. Some organisations may not be in a position to fulfil all the requirements and flexibility may be required on certain issues.

## **Equal Opportunities**

Loretto is committed to equality of opportunity and to promoting the ethos of dignity, courtesy and respect throughout the organisation for all employees, visitors and secondees. Loretto's Equal Opportunities in Employment Policy makes it clear that recruitment, training and promotion opportunities will be open to all employees on a fair and equal basis.

Human Resources will monitor the application of the secondment policy.

## **Duration**

Secondments will normally last for no more than one year and the individual will normally return to their previous post at the end of the secondment. However, longer periods of secondment might be agreed, but only where it can be demonstrated to be of a benefit to Loretto.

## **Eligibility (Outgoing/Internal Secondments)**

- Employees must have 12 months' continuous service
- Good attendance record
- Good record of performance

Agreement to any secondment will be discretionary and subject to:

- The needs of Loretto
- The role to be undertaken during the secondment;
- Its relevance to Loretto
- Its value to the individual's career path within Loretto

## **Conditions of Secondment (Outgoing)**

- The secondment period should, under normal circumstances, not exceed one year and the length of the secondment period must be specified from the outset.
- All secondments should be assessed for suitability and standards to ensure they are acceptable.
- A secondment agreement sets out the obligations, expectations and accountabilities of each party and the performance objectives or outcomes expected of the secondment. The agreement will be prepared by the host organisation then signed by Loretto, the secondee and the appropriate signatory from the host organisation.
- Monitoring arrangements will be agreed between Loretto and the host organisation. A nominated person from the host organisation will liaise with the seconded individual's line manager at Loretto throughout the duration of the secondment with regards to its progress.
- All professional and statutory requirements of the secondee's employment and practice must be maintained and respected.
- The individual retains their original terms and conditions. Any exceptions to remuneration arrangements associated with their substantive post will be discussed prior to the secondment. Continuous service will be maintained.

- Remuneration and other contractual financial benefits including pension contributions, together with PAYE and National Insurance contributions, will continue to be paid by Loretto throughout the period of secondment. All payments made by Loretto throughout the period of the secondment will be reimbursed by the host organisation.
- No secondment should proceed without appropriate arrangements being made for a replacement employee for the intended secondee.
- At the end of the secondment, individuals have a right to return to their substantive post. Individuals will be kept up-to-date of any changes in their substantive work area.
- Where the substantive post has been made redundant the individual retains the same rights as if they had not been seconded.
- Details of induction training for secondees must be clearly defined in writing and a sufficiently senior person within the host organisation must be nominated to provide guidance and assistance for the duration of the secondment.
- Highly trained personnel from Loretto must not be engaged in work of a level associated with untrained staff.
- Loretto must be satisfied that supervisory staff allocated to the secondee within the host organisation, have the qualities and appropriate standards to manage and support the seconded individual.
- Every three months a review must take place with the secondee to identify benefits and difficulties in order to improve the secondment and any future ones.
- Explicit aims and objectives of the secondment must be defined and discussed with the secondee and host organisation.
- Any issues regarding conduct and performance of the secondee should be referred to their line manager at Loretto by the nominated person within the host organisation. Where there is cause for concern a meeting involving Loretto and the host organisation will be called to investigate the matter further.
- In the event of a disciplinary matter, both parties, following the initial meeting will reach agreement on the nature of the action to be taken. Loretto will be responsible as the employer for the disciplinary process but will endeavour to involve the host organisation as necessary and

appropriate. Where it is not possible to follow this procedure the host organisation may terminate the secondment after contacting the secondee's line manager at Loretto and advising of the circumstances. In this case Loretto's disciplinary procedures may be invoked.

- Wherever possible Loretto employees who have to withdraw from a secondment should be replaced as soon as is practical whilst following the eligibility criteria.
- Where extended periods of absence by the secondee occurs a replacement employee should be considered.
- The host organisation's absence notification arrangements will apply.
- When assessing suitability of a secondment and the secondee, Loretto will take account of additional expenditure over and above the secondee's salary such as travel expenses, re-location of base and increased use of personal transport. Responsibility for reimbursement of any additional expenditure will be set out within the secondment agreement.
- Loretto's line managers must be able to visit the host organisation and secondee at agreed reasonable periods to liaise and monitor the secondment with the host organisation and secondee.

### **Conditions of Secondment (Incoming)**

- The secondment period should, under normal circumstances, not exceed one year and the length of the secondment period must be specified from the outset.
- All secondments should be assessed for suitability and standards to ensure they are acceptable.
- A secondment agreement sets out the obligations, expectations and accountabilities of each party and the performance objectives or outcomes expected of the secondment. The agreement will be prepared by Loretto, as the host organisation, signed by the seconded individual's employer, the secondee and the appropriate signatory from Loretto.
- Monitoring arrangements will be agreed between the seconded individual's employer and Loretto. A nominated person from Loretto will liaise with the seconded individual's original line manager throughout the duration of the secondment with regards to its progress.
- All professional and statutory requirements of the secondee's employment and practice must be maintained and respected.

- The individual retains their original terms and conditions and remuneration associated with their substantive post (exception would be where the seconded post does not qualify for essential car users allowance but the substantive post does).
- Remuneration and other contractual financial benefits including pension contributions, together with PAYE and National Insurance contributions, will continue to be paid by the seconded individual's employer throughout the period of secondment. All payments made by the seconded individual's employer throughout the period of the secondment will be reimbursed by Loretto.
- Details of induction training for secondees must be clearly defined in writing and a sufficiently senior person within Loretto must be nominated to provide guidance and assistance for the duration of the secondment.
- Every three months a review must take place with the secondee to identify benefits and difficulties in order to improve the secondment and any future ones.
- Explicit aims and objectives of the secondment must be defined and discussed with the secondee and the seconded individual's employer.
- Any issues regarding conduct and performance of the secondee should be referred to the line manager at the secondee's former workplace by the nominated person within Loretto. Where there is cause for concern a meeting involving the seconded individual's employer and Loretto will be called to investigate the matter further.
- In the event of a disciplinary matter, both parties, following the initial meeting, will reach agreement on the nature of the action to be taken. The seconded individual's former workplace will be responsible as the employer for the disciplinary process but may involve Loretto if necessary and appropriate. Where it is not possible to follow this procedure Loretto may terminate the secondment after contacting the seconded individual's original line manager and advising them of the circumstances.
- Loretto's absence notification arrangements will apply.
- Responsibility for reimbursement of any additional expenditure will be set out within the secondment agreement.
- The seconded individual's original line manager will be able to visit Loretto organisation and secondee at agreed reasonable periods to liaise and monitor the secondment with Loretto and secondee.

## **PROCEDURE**

### **Secondment (Outgoing)**

- This type of secondment is normally for a period of up to 12 months and must be specified from the outset by the host organisation.
- Once the arrangement is agreed locally the secondee's line manager should notify Human Resources.
- The line manager from the host organisation (secondee's employer) is responsible for completing the secondment agreement. The agreement requires to be signed by Loretto, the secondee and the appropriate signatory from the host organisation and a copy issued to each. A copy should be passed to Human Resources and the line manager should liaise with finance regarding invoicing arrangements.
- Arrangements to fill the vacated post within Loretto should be made in line with the normal recruitment process by a fixed term contract or internal secondment as appropriate.

### **Secondment (Incoming)**

- Vacancies are not routinely advertised as a secondment unless they are specifically to meet the needs for knowledge exchange/transfer or bring current professional skills into the organisation on a short to medium term basis.
- An advert for a fixed term post may include a statement that applications for secondments are also welcome. Secondments will not be considered in response to an advert to fill an open ended or permanent vacancy.
- If a vacated post is offered to an incoming secondee the line manager from the host organisation (Loretto) is responsible for completing the secondment agreement. The agreement requires to be signed by Loretto, the secondee and the appropriate signatory from the host organisation and a copy issued to each. A copy should be passed to Human Resources and the line manager should liaise with finance regarding invoicing arrangements

### **Internal Secondments**

An internal secondment can be used when an existing employee of Loretto applies and is appointed to a fixed term post elsewhere within Loretto. This

allows the secondee to broaden experience and develop further while retaining the guarantee of a return to their substantive post at the end of the secondment.

For the purpose of clarification an internal secondment is separate from an internal transfer. Internal transfers are usually permanent or for a temporary period where employees move to a location out with their stated service and to an equivalent post.

### **Criteria for Line Managers to Consider**

- What benefit will the secondment bring to the employee and Loretto
- The impact on the employee's substantive post:
  - Can the duties be covered by a colleague or split amongst the service/section
  - Can the substantive post be filled on a temporary basis
  - Can any detrimental impact on service delivery be overcome or minimised to a satisfactory level
- The impact on the seconded employee's colleagues.
- The length of the secondment – normally they should last not less than six and not more than twelve months.
- How much contact is it proposed the seconded employee should have with his/her employing department during the secondment

### **Contact with Loretto**

During an outgoing secondment, it is important that the secondee's original line manager ensures that the secondee is kept up-to-date with any vacant posts, developments, e.g. legislative or changes in Loretto policy. This will ensure that the secondee can make a smooth return to their former position once the secondment period is complete.

In the event that there are any fundamental changes in the former workplace during the duration of the secondment, e.g. restructuring, the secondee will be included in the consultations that take place.

Similarly, any other less significant changes in working practice should be communicated to the secondee, e.g. through the delivery of minutes of meetings held to discuss the particular topic.

### **Early Termination of a Secondment**

Where a secondment arrangement is deemed not to be working, either the secondee or the receiving host line manager can bring the arrangement to an end. The notice period should be agreed between the host organisation and the original employer prior to the secondment agreement being completed.

The line manager for the substantive post should be notified as soon as possible as this may have repercussions on the cover arrangements that have been put in place whilst the employee was on secondment.

Where another employee has been covering the post vacated by the secondee, also via a secondment arrangement, it may mean the early termination of that secondment. Managers should examine all alternatives.

### **Resignation Whilst on Secondment**

Employees who wish to resign from their substantive post whilst on a secondment should do so in writing as per the normal resignation procedures for Loretto giving the appropriate notice (as detailed in their terms and conditions of employment).

### **Redundancy of Substantive Post**

If during a secondment the employee's substantive post were to potentially become redundant, the employee will be consulted and supported throughout the process.

The line manager will need to consider if the secondment should continue for its expected duration or be terminated early. If the secondment continues, this will be regarded as temporary alternative employment for the employee. A more permanent position should be sought to coincide with the end of the secondment.

If the secondment ends early, alternative employment should be sought immediately.

### **Failure to Follow Secondment Procedure**

Any secondment taken without following the policy and not authorised by the line manager will be considered as unauthorised absence which could result in disciplinary action being taken.

### **Appeals**

Managers should be advised that decisions regarding secondments should be applied as consistently as possible. Any employee who believes that this policy is not being fairly applied may raise their concerns through the grievance procedure.

Appendix 1 details guidance on the layout of a secondment agreement where the Loretto employee remains under contract with Loretto but is based within another organisation (host organisation) for a defined period of time.

These guidelines are recommendations. However, each potential placement must be examined on its own merits for what it will bring to the secondee or what the secondee will bring to the host organisation.

Some organisations will be able to meet all of the requirements contained within this document. Others may not be in a position to fulfil all the requirements and Loretto may need to evaluate to what extent it can be flexible on certain issues in order to facilitate what may be a potentially very good placement.

**LORETTO HOUSING ASSOCIATION *or* LORETTO CARE /  
HOST ORGANISATION**

**SECONDMENT AGREEMENT**

**Name of Secondee:** NAME OF INDIVIDUAL

**Employer**

During the course of this secondment, you will continue to be employed by Loretto Housing Association **or** Loretto Care

**Host Organisation/Section/Service**

Your secondment will be with HOST ORGANISATION

**Secondment Job Title**

Your job title will be JOB TITLE

Grade/Band/Salary: GRADE/BAND/SALARY

**Duration of Secondment**

The secondment will commence on DATE

The secondment will end on DATE

**Purpose of the Secondment**

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

**Base**

Your base will be HOST ORGANISATION AND ADDRESS

**Hours**

Your normal working hours will be \*? per week

Your normal working days will be DAYS, SHIFT PATTERN

At the end of your secondment there will be a debriefing meeting to evaluate the secondment and discuss arrangements for your return to your substantive post.

### **Terms and Conditions of Employment**

Your terms and conditions of employment for this secondment will be those detailed in your substantive contract of employment. Any variations are noted below: (EXAMPLES ONLY)

1. The working week will be 37.5 hours
2. Annual leave of 25 days, public holidays of 13 days
3. All other expenses are paid at agreed rates for HOST ORGANISATION

### **On Going Support**

There will be at least four meetings at three monthly intervals among the secondee, the original employer and the host organisation.

### **Expenses**

You will be reimbursed for expenses incurred during the carrying out of your duties in accordance with your terms and conditions.

### **Notice**

HOST ORGANISATION will give you a minimum of \*? weeks notice, in writing, in the event that it wishes to terminate the secondment prior to the agreed end date.

You will be required to give HOST ORGANISATION a minimum of \*? weeks notice, in writing, in the event that you wish terminate the secondment prior to the agreed end date.

### **Sickness Absence**

Arrangements for the reporting of sickness absence will be as agreed with HOST ORGANISATION. Loretto Housing Association **or** Loretto Care will be required to be advised of any sick leave.

### **Annual Leave, Public Holidays**

Arrangements for the requesting of annual leave and public holidays will be as agreed with HOST ORGANISATION.

**AGREEMENT**

Secundee Name: NAME OF EMPLOYEE

Address: HOME ADDRESS

We hereby agree the secondment of the above named on the conditions outlined in the foregoing agreement.

**FOR HOST ORGANISATION**

Name: (print)

Signature:

Date:

**FOR LORETTO HOUSING ASSOCIATION or LORETTO CARE**

Name: (print)

Signature:

Date:

**SECONDEE**

Name: (print)

Signature:

Date:

Copies: HOST ORGANISATION  
Loretto Housing Association or Loretto Care  
Secundee