

General Purposes committee On 2 March 2006

Report title: Acting Up & Secondment Policies

Report of Head of Personnel

1. Purpose

To introduce policies that capture best practice without placing undue burden to the process of temporary changes to duties. The Council currently has no written policies on either additional duties or secondment.

2. Recommendations

a. Agree adoption of the attached policies for Additional Duties and Secondments.

Report authorised by:

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Telephone: **3174**

3. Access to information:

Local Government (Access to Information) Act 1985

No documents that require to be listed were used in the preparation of this report.

4. Background

The Council currently has no written policies on either additional duties or secondment.

The need for written advice on the allocation of additional duties and on secondments has been requested from several sources.

The attached drafts aim to provide a set of principles, process for application, basis for reward, and terms of agreement for both additional duties and secondment.

5. Implementation

The policies will be implemented utilising a number of media and communication channels including

- Senior Managers Seminar
- Team Brief
- Management communications

The application and use of secondments and acting up policies will be monitored to ensure that principles outlined within the policies are adhered to and that discriminatory or biased practices are avoided. To this end secondment and acting up arrangements must be reported to the Head of Personnel.

6. Legal Services Comments

6.1 Acting Up. The provisions set out in the report will meet the Council's duties as an employer in respect of equalities and discrimination legislation and provide a fair and transparent process to allow employees to take on additional duties within their existing posts.

6.2 Secondment. In essence a secondment agreement is a combination of the terms of two agreements giving contractual effect to those terms between the three parties involved. The three parties concerned are the employing organisation, the receiving organisation and the employee concerned. Clearly where the secondment is taking place within the Council's own organisation the agreement only has contractual effect in relation to the Council as the employer and the employee. Where a secondment is proposed to a body outside of the Council's organisation, the terms of that secondment would normally be proposed by that receiving organisation and be subject to negotiation and agreement with the Council and the employee concerned. Consequently, while the model external secondment agreement at Appendix B is useful guidance on the way in which secondment should be considered, a flexible approach will need to be taken in response to the circumstances of any particular case. The model external secondment agreement should indicate the residual role played by the Council as employer in relation to disciplinary matters and grievances involving seconded employees.

7. Financial Implications

There are no anticipated financial implications arising out of the adoption of these policies. Acting up payments or secondment arrangements are contained within existing establishment and cash limited budgets.

8. Equalities implications

The adoption of policies for additional duties and secondment will ensure that consistent practice is applied to staff so that all relevant staff are aware of opportunities to take on additional duties and for secondments thus limiting the potential for discrimination.

Policy on Additional Duties

1. Scope

1.1 This policy applies to all permanent Haringey staff excluding those teachers employed under financial delegation to school governing bodies for whom separate arrangements apply. A separate set of arrangements is provided for secondments. Additional duties will tend to take place close to the functional area of the employee whilst secondments be they internal or beyond the Council may involve greater difference between current post and secondment opportunity.

2. Application

2.1 The responsibility for applying this policy rests with managers. Advice on application is available from Personnel Services. The application of the policy will be monitored and reported regularly as a part of the Council's general workforce management reporting.

3. Principles

3.1 The Council recognises the following elements as fundamental to a successful policy on additional duties and secondment:

- a) The provision of services is the paramount consideration for the Council.
- b) Changes to service demand, reorganisations, vacancies and other such opportunities should be used wherever practicable to afford development for staff.
- c) A transparent process for the allocation of additional duties is a mandatory requirement for managers.
- d) The Council is keen to reflect the diversity of its communities at all levels of its workforce. The Council recognises that it is underrepresented at senior levels and wishes to redress this in its development policies.
- e) The allocation of additional duties and associated allowances should be seen to be open, transparent, fair and objectively based upon service need and ability to fulfil need. Such opportunities should be notified to relevant groups of staff.
- f) Where more than one candidate expresses an interest, selection should be based upon criteria for the position/project to be covered, assessment of candidate skills, and general effect on service provision of the change.

4 Process

The following process should be followed by managers:

4.1 The service requirement should be identified and measured using the Council's competency framework, and other job-related objective criteria. If the requirement that only a proportion of a vacant post need be covered, managers should be careful to ensure that only that part of the existing job description and candidate specification are applied.

4.2 The employing manager should identify a ringfence for publicising the opportunity ensuring that the ringfence provides sufficient experience, skills and expertise to fulfil the service requirement; that the ringfence is balanced by gender and ethnicity; and that the overall effects of staff movement within the ringfence can be managed.

4.3 The employing manager should be able to objectively justify the limits of the ringfence.

4.4 Advice must be sought from Personnel Services in advance of publicising the additional duties opportunity.

4.5 Depending on the number of expressions of interest, the employing manager should meet the candidate(s), assess their skills and ability to provide the required cover, and keep a note of the assessment. Where large numbers make it impracticable to interview all a shortlisting exercise should be undertaken to determine a practical number of interview.

4.6 Unsuccessful candidates interviewed for the position should be provided with feedback. Notification also needs to be given to employees who may be unsuccessful in being shortlisted for interview.

4.7 The terms of the temporary change to duties should be discussed and agreed with the employee undertaking them. Confirmation should be provided including:

- The additional duties & responsibilities
- The duration of the requirement
- The remuneration
- The support & development that will be afforded during the period of additional duties
- The management arrangements

4.8 A copy of the letter of confirmation should be acknowledged by the employee and kept on the employees personnel file.

4.9 The Performance appraisal scheme should be included in the recording of the additional duties and reference should be made to them at the appraisal review.

5. Remuneration

5.1 Remuneration for the additional duties should be calculated with reference to the difference between the value of the additional duties and the current pay of the employee. Calculating the value of the additional duties may be achieved by:

- a) Specifying the proportion of a vacant post that is to be covered, eg 100% of PO7 post to be covered = 100% of difference between PO7 and current pay of employee undertaking additional duties. Or 50% of PO7 to be covered = 50% of difference in pay.
- b) 100% of the post is paid at the actual rate of the job. Any part payment is paid as an 'Honoraria' payment.
- c) Evaluating the size and therefore appropriate grade value for a project or piece of work should the additional duties not comprise a vacant post. Applying the principle above to determine the proportion of that project to be undertaken by the employee.
- d) In all cases advice from Personnel Services must be sought before the employee is communicated with about reward.

5.2 Payment for additional duties must be made as soon as possible following completion of the additional duties and within 6 months at the latest. This is to prevent unreasonable backdating claims.

5.3 It will be possible to specify that payment for additional duties is subject to satisfactory completion of the job. This would be useful in situations where specific projects/ tasks are allocated to the individual to perform. Where such a 'payment by result' measure is undertaken it will be by the agreement of both parties. If agreement cannot be reached, the additional duties will not be performed or paid for.

6. Documentation

6.1 Managers should ensure that they produce and copy to Personnel Services:

- a) A description of the additional duties required including a specification of the skills which may be described using the Council's competency framework.
- b) A notice to employees in the ringfence publicising the additional duties opportunity
- c) Notes of the assessment of candidates including reason for appointment or non-appointment
- d) The terms of the additional duties including duration, remuneration, development & managerial support in the form of a letter to the employee.
- e) Confirmation that the appointed employee's appraisal has been updated to reflect the additional duties.

7. Reporting & Evaluation

7.1 Personnel Services will monitor the application of this policy. Workforce reports will include statistical analysis of the frequency, cost and equalities elements of the application of the policy.

Secondment Policy

1. Secondment – Definition

A secondment may be defined as a mutually agreed temporary move of an employee to another section/division or externally to another organisation.

This is different to an arrangement whereby employees are required to work flexibly within their job or role and the manager expects such a degree of flexibility to be exercised e.g. undertaking discreet projects within the remit of the role. Directors must ensure that flexibility is exercised appropriately.

2. Policy Statement

The Council recognises the value of secondments in supporting the development of employees. Secondments are an opportunity for employees to gain valuable experience in different work areas and develop an individual's skills and competencies, either within their normal place of work or in another organisation.

3. Purpose of Policy and Procedure

The purpose of this policy and procedure is to set out the arrangements for Council employees and individuals external to the Council who wish to take up a secondment opportunity and to ensure good management practice is followed when developing and deploying staff.

4. Scope of the policy

This policy is applicable at all levels within the organisation. The length of a secondment may range from 3 months to a maximum of 2 years. Secondment opportunities are open to employees who have completed one year's service with the Council. An employee should be back in their substantive post for a minimum of one year before they can apply for a further period of secondment

5. Benefits of Secondment

5.1 Organisation

Secondments can be a valuable tool for developing an employee's knowledge and skills and improving workforce motivation, morale and employee retention. Secondments can also help with raising performance and for allowing the cross fertilisation of ideas, techniques and approaches between sections, divisions and organisations.

Secondment opportunities can meet the needs of the organisation in filling temporary vacancies.

By developing partnerships with external organisations, secondments offer the possibility of “seconding-in” a diverse range of individuals with different experiences, which will benefit the Council.

5.2 Individual

A secondment gives the individual an opportunity to gain wider experience and acquire new skills and to develop or consolidate their experience, skills, knowledge and abilities, perhaps in such a way that is unavailable to them within their current post.

Secondments can be used as part of a career development programme for staff and give them exposure to different work settings and enable them to develop.

5.3 Equalities

Secondments can be a useful way for groups who under represented at particular levels of the organisation to gain experience and development opportunities.

6. Identifying Secondment Opportunities

Jobs or roles, which may be particularly suitable for secondment opportunities within the Council, include the following: -

- (i) Project assignments, introduce new initiatives or move forward an important area of policy;
- (ii) Assignments to carry-out a specific item of work, which might be of limited duration;
- (iii) A new or vacant post, where initially a short-term appointment may be needed whilst the post is filled on a permanent basis;
- (iv) To provide cover for employees who are absent, e.g. maternity leave;
- (v) Rotation of work areas so staff can gain a better understanding of the work of colleagues and help with motivation and morale;
- (vi) Where an individual in a permanent post is seconded, management may wish to consider that the individual's vacant post is also filled by a secondment.

7. Length of Secondment

7.1 The length of a secondment is open to negotiation taking into account the requirements of the individual and management.

7.2 Any extension to the secondment would need to be agreed between the individual and both home and host divisions/organisations. Any extension should be based on an assessment of the operational needs

of the home division/organisation and an evaluation of how far the learning and development objectives of the secondment have been achieved in the original period, together with the needs of the individual.

- 7.3 It is important to determine the possible duration of the secondment at the outset so that a structured programme can be set up as part of the employee's personal development, for example, planning the induction process, setting targets and devising a development plan.
8. Procedure for Managing Secondment Opportunities

The process for dealing with secondment opportunities is detailed in the following procedures and is in 3 sections; -

Section 1 – Secondments within the Council

Section2 – Secondments into the Council

Section3 – Secondments out from the Council

Procedure for Managing Secondment Opportunities

Section 1 – Secondments within the Council

1. **Advertisement**

Divisions should advise Personnel if they have a secondment opportunity to be advertised, giving details of the grade/salary and length of the secondment. Consideration should be given to whether the secondment is open to part-time working, job-share, etc. The Council's recruitment and selection procedures will be followed in that short-listing will take place and interviews conducted.

However, in circumstances where there is an urgent need and the secondment opportunity is envisaged to be no more than 3 months it will be possible to operate a ringfence opportunity within the service area. Post approval forms must still be completed and Personnel informed as soon as possible of this course of action.

2. **Responding to a Secondment Advertisement**

2.1 Firstly, staff should discuss the secondment opportunity with their manager and/or Director and express their interest in applying for the post. Managers should be open to listening to requests from their employees for secondment opportunities and should also consider secondments alongside other developmental tools at individual employees' appraisal.

2.2 Employees should ideally have completed one year's service before being released on secondment to another division. It is important to note at this stage that the employee may only be released with the prior agreement of their manager and/or Director. Where a manager does not agree the secondment, reasons must be given in writing.

2.3 Possible reasons may be the secondment is not a development opportunity, there are not sufficient resources to release the employee or agreement has not been sought before making the application.

2.4 There may be instances where a secondment is planned for a particular individual in order to give them experience that will enhance performance in their own job, which is of a very specific nature and relates directly to the individual's work, for example specific project work opportunities.

3. **Conditions of Secondment**

3.1 When a member of staff is successfully appointed to a secondment, a letter will be sent by Personnel detailing the amendment to the main terms and conditions of employment. This will include details of the

post, salary, length of secondment and confirm that the employee will return to their substantive post or to a suitable alternative post at the end of the secondment. The expectation is that no permanent appointment will be made to the substantive post of the employee during secondment but there may be occasions when a suitable alternative post is sought for the person to return to in redundancy situations. Employees must be kept aware of any changes in their substantive work area. Where the substantive post has been made redundant, the employee retains the same rights as if they had not been on secondment. The secondment will be on pay and conditions no less favourable than they would have received had the secondment arrangement not taken place.

3.2 Before the secondment commences, the employee should meet with their new manager to discuss work areas, specific responsibilities and a secondment review date. The manager is responsible for providing induction training, identify training needs, agree a training plan and date for appraisal. The manager will also be responsible for identifying new reporting lines, e.g. absence reporting, requesting annual leave, etc.

3.3 The manager of the substantive post will be responsible for keeping the employee in touch with any developments in the division while they are away, and consult with them on any changes, for example, policy changes, structural changes, promotion opportunities, etc.

4. **Review Meeting/Early Termination**

4.1 Review meetings should be held approximately every 6 weeks after the commencement of the secondment. The purpose of these is to discuss how both the employee and manager feel the secondment is progressing, any training needs, areas of development or areas of concern, etc.

4.2 Where the secondment is deemed not to be working either the secondee or manager of the secondment post can bring the arrangement to an end giving the appropriate notice. This will be detailed in the secondment agreement. Either party should give full details, in writing, of why the secondment is deemed not to be working and the reason for termination. Either party should raise any areas of concern prior to this meeting and try to resolve any problems before termination is considered.

The manager of the substantive post should be involved in these discussions at an early stage as it may have repercussions on the cover arrangements.

If the secondment is terminated, arrangements should be made to assist the secondee back into their substantive post.

5. **Appraisal**

Dependant on when the secondment commences, it may be appropriate for both the manager of the secondment post and the manager of the substantive post to be involved in the appraisal process in order for the previous years targets to be assessed and new ones to be set. However, a formal review should be undertaken after the first anniversary of the secondment.

6. **Returning to the Substantive Post**

6.1 Approximately 6 weeks prior to the employee returning to their substantive post, both managers should conduct a meeting with the secondee to discuss skills and learning gained during the secondment and to plan if these can be implemented in the duties of the substantive post.

6.2 A brief meeting to update the employee on developments during the period of secondment should also be held.

6.3 In some circumstances it may be possible for the secondment to be extended, however, it will be essential for all parties to agree to this and for there to be the necessary budgetary provision available.

7.0 **Model Documents**

A secondment application form and model internal/ external agreements are attached at Appendices A, B and C respectively. These are models only and additional clauses may need to be added/amended to suit the secondment.

Section 2 – Secondments into the Council

1. **Advertisement**

Services should advise Personnel if they have a secondment opportunity to be advertised, giving details of the grade/salary and length of the secondment. Consideration should be given to whether the secondment is open to part-time working, job-share, etc. The Council's recruitment and selection procedures will be followed in that short-listing will take place and interviews conducted. It will also be expected that references and medical clearance will be taken up prior to the secondment being confirmed.

2. **Conditions of Secondment**

- 2.1 Following receipt of satisfactory references and medical clearance, a secondment contract will be issued, usually by the substantive employer. This needs to be signed by the secondee, the secondee's substantive employer and the Council. The contract should cover areas such as salary, length of secondment, termination clause, review dates, reporting lines, procedures to be followed including disciplinary, grievance, etc, hours of work, liability, health and safety and confidentiality. Personnel will check all secondment contracts and take advice if necessary.
- 2.2 The secondee will remain an employee of the substantive employer and not the Council, this will be detailed in the secondment contract. At the end of the secondment, the secondee will return to their substantive employer.
- 2.3 Before the secondment commences, the employee should meet with their new manager to discuss work areas, specific responsibilities and a secondment review date. The manager is responsible for providing induction training, identify training needs, agree a training plan and date for appraisal. The manager will also be responsible for identifying new reporting lines, e.g. absence reporting, requesting annual leave, etc.

3. **Appraisal Process**

- 3.1 Unless otherwise agreed in the secondment contract, for those secondments whose length is one year or more, the Council appraisal scheme should be used. For those secondments that are less than one year, regular meetings should be held with the secondee to agree work targets, set and review objectives, etc.
- 3.2 The substantive employer may request progress reports and/or request that their own appraisal scheme be applied, e.g. if they operate a

performance related pay scheme. Managers should contact Personnel if they have any queries.

4. Review Meeting/Early Termination

- 4.1 Review meetings should be held approximately every 6 weeks after the commencement of the secondment. The purpose of these is to discuss how both the employee and manager feel the secondment is progressing, any training needs, areas of development or areas of concern, etc.
- 4.2 Where the secondment is deemed not to be working either the secondee or manager of the secondment post can bring the arrangement to an end giving the appropriate notice. This will be detailed in the secondment agreement. Either party should give full details, in writing, of why the secondment is deemed not to be working and the reason for termination. Either party should raise any areas of concern prior to this meeting and try to resolve any problems before termination is considered.

The manager of the substantive post should be involved in these discussions at an early stage as it may have repercussions on the cover arrangements.

If the secondment is terminated, arrangements should be made to assist the secondee back into their substantive post.

5. Returning to the Substantive Post

- 5.1 Approximately 6 weeks prior to the employee returning to their substantive post, both managers should conduct a meeting with the secondee to discuss skills and learning gained during the secondment and to plan if these can be implemented in the duties of the substantive post.
- 5.2 In some circumstances it may be possible for the secondment to be extended, however, it will be essential for all parties to agree to this and for there to be the necessary budgetary provision available.

Section 3 – Secondments out of the Council

1 Responding to a Secondment Opportunity

- 1.1 Firstly, staff should discuss the secondment opportunity with their manager and/or Director and express their interest in applying for the post. Managers should be open to listening to requests from their employees for secondment opportunities and should also consider secondments alongside other developmental tools at individual employees' appraisal. If the secondment has not been advertised in the normal way but an employee has been approached, then the individual should discuss this with their line manager as soon as possible.
- 1.2 Employees should ideally have completed one year's service before being released on secondment to another organisation. It is important to note at this stage that the employee may only be released with the prior agreement of their manager and/or Director. Where a manager does not agree the secondment, reasons must be given in writing.
- 1.3 Possible reasons may be the secondment is not a development opportunity, there are not sufficient resources to release the employee or agreement has not been sought prior to the external application.

2 Conditions of Secondment

- 2.1 Following a member of staff formally being offered a secondment opportunity, Personnel will issue the secondment contract. This will cover areas such as salary, length of secondment, termination clause, review dates, reporting lines, procedures to be followed including disciplinary and grievance, hours of work, liability, health and safety and confidentiality. Relevant Haringey pay and conditions should continue to apply. It is important to ensure that the organisation taking the employee is recharged in full for the budget costs of the individual e.g. salary plus pension and national insurance on costs.
- 2.2 An employee should be released to commence their secondment as soon as is practical, this should be no longer than the appropriate notice period for their grade.
- 2.3 In some circumstances the secondment employer may wish the Council employee to work to their policies and procedures, e.g. disciplinary procedure, grievance procedure, appraisal scheme, etc. In this instance Personnel will arrange to view the policies and discuss them with the employee.
- 2.4 The member of staff will remain an employee of the Council and will return to their substantive post or to a suitable alternative post at the end of the secondment. This will be on pay and conditions no less

favourable than they would have received had the secondment arrangement not taken place. Employees must be kept aware of any changes in their substantive work area. Where the substantive post has been made redundant, the employee retains the same rights as if they had not been on secondment.

- 2.5 Before the secondment commences, the employee should meet with their new manager to discuss work areas, specific responsibilities and a secondment review date. The manager is responsible for providing induction training, identify training needs, agree a training plan and date for appraisal. The manager will also be responsible for identifying new reporting lines, e.g. absence reporting, requesting annual leave, etc.
- 2.6 The manager of the substantive post will be responsible for keeping the employee in touch with any developments in the division while they are away, and consult with them on any changes, for example, policy changes, structural changes, promotion opportunities, etc

3 Review Meeting/Early Termination

- 3.1 Review meetings should be held approximately every 6 weeks after the commencement of the secondment. The purpose of these is to discuss how both the employee and manager feel the secondment is progressing, any training needs, areas of development or areas of concern, etc.
- 3.2 Where the secondment is deemed not to be working either the secondee or manager of the secondment post can bring the arrangement to an end giving the appropriate notice. This will be detailed in the secondment agreement. Either party should give full details, in writing, of why the secondment is deemed not to be working and the reason for termination. Either party should raise any areas of concern prior to this meeting and try to resolve any problems before termination is considered.

The manager of the substantive post should be involved in these discussions at an early stage as it may have repercussions on the cover arrangements.

If the secondment is terminated, arrangements should be made to assist the secondee back into their substantive post.

4. Returning to the Substantive Post

- 4.1 Approximately 6 weeks prior to the employee returning to their substantive post, both managers should conduct a meeting with the secondee to discuss skills and learning gained during the secondment and to plan if these can be implemented in the duties of the substantive

post.

4.2 Provide support on their return to the division/organisation and make sure they are properly briefed.

4.3 In some circumstances it may be possible for the secondment to be extended, however, it will be essential for all parties to agree to this and for their to be the necessary budgetary provision available.

5. **Consent Form**

A secondment application form is attached at Appendix A. This is a model only and additional clauses may need to be added/amended to suit the secondment.

SECONDMENT APPLICATION CONSENT FORM

Position applied for:

Length of secondment:

Starting date (if known):

Name:

Post Title/Division:

Signature..... Date.....

Name of Manager:

Post Title:

I confirm that has discussed their application
for secondment to the post of and I support/
do not support this application.

My reason/s for not supporting this application are as follows:

.....
.....
.....

Signature..... Date.....

THE LONDON BOROUGH OF HARINGEY

External Secondment Agreement

THIS AGREEMENT is made BETWEEN:

- (1) Haringey Council, Alexandra House, 10 Station Road, London N22 ('The Council')
- (2) name and address('The Receiving Organisation')
- (3) Employee's name and address ('The Secondee')

1. Term of the Secondment

- 1.1. The Secondee will be seconded from the Council to the Receiving Organisation to the post of xx from date for a period of xx months.
- 1.2. At the end of the secondment period, the Secondee will return to their substantive post of, except in the case of redundancy or reorganisation. In this case, the Secondee will be consulted in line with the Council's redundancy or reorganisation consultation process.

2. Early termination of the Secondment

- 2.1. The Secondment may be terminated for any reason by any party to this Agreement giving one month's notice in writing.
- 2.2. Notice of termination will normally result in discussion between the parties to resolve the issue and/or to make alternative arrangements.

3. Secondment Fee

- 3.1 The Receiving Organisation shall pay to the Council a Secondment Fee during the term of the secondment.

The Secondment Fee will be based on an annual fee of £ plus on costs payable monthly on 15th of each month. The Secondment Fee will be adjusted to take account of the relevant annual or any other pay award having effect during the period of the Secondment.

4. Employer

- 4.1. During the term of the Secondment, the Secondee will remain an employee of Haringey Council.

5. Terms and Conditions

- 5.1. Except as provided in this agreement, during the term of the Secondment the Secondee will continue to be subject to the terms and conditions relating to his/her contract of employment with the Council.
- 5.2. The Receiving Organisation will make the Secondee aware of any rules and procedures applicable to the Secondment and the Secondee agrees to have regard to these rules and procedures during the term of the Secondment.
- 5.3. The Receiving Organisation shall have regard to the health, safety and welfare of the Secondee during the term of the Secondment
- 5.4. The Secondee will work under the day to day supervision of (insert post) for the Receiving Organisation. However, if there are any concerns about the Secondee's conduct, performance or attendance during the term of the Secondment the Receiving Organisation shall immediately notify the Council's designated contact officer.
- 5.5. Performance appraisals should be conducted at 6-month intervals, with supervision sessions held at least quarterly, by the Council's designated contact officer in accordance with Council guidelines. Such meetings may be held jointly with the appropriate manager for the Receiving Organisation.

6. Pay

- 6.1. **Haringey Council, as the employer of the Secondee, will continue to pay the Secondee during the Secondment in accordance with this and any other relevant agreements, including where appropriate under the relevant pension scheme.**

7. Annual Leave

- 7.1. The Secondee's annual leave entitlement under his/her contract of employment with the Council will remain unchanged. He/She will agree the taking of leave with the Receiving Organisation as it relates to the time worked with them. As far as is reasonably possible the leave to be taken by the Secondee during the Secondment should amount to the Secondee's pro rata leave entitlement for the period of the Secondment.

8. Sickness Absence

- 8.1. In the event of any sickness absence by the Secondee, the terms of the Secondee's contract of employment with the Council will apply.
- 8.2. **In addition to the rules of notification of sickness contained in the Secondee's contract of employment, the Secondee will also report sickness absence to the nominated officer at the Receiving Organisation.**
- 8.3. Unacceptable levels of absence, including long term sickness absence (in excess of one month), may result in the Secondment being reviewed.

9. Hours of Work

- 9.1. The Secondee's contractual hours of work for the Council will continue at the Receiving Organisation. Any additional hours which are not deemed to be part of normal requirements for the secondment should be reimbursed directly by the Receiving Organisation on an hourly basis appropriate to the work undertaken.

10. Performance Reports

- 10.1. Performance reports on the Secondee may be required by the Council during the period term of the secondment. If this is necessary, then the Receiving Organisation will send reports direct to the Council's designated contact officer.

11. Duties and Work Location

- 11.1. During the Secondment period the Secondee shall devote the whole of his/her time, attention and skill to his/her duties for the Receiving Organisation. The Secondee will be expected to spend his/her whole week working at the Receiving Organisation during the period of the Secondment.
- 11.2. The Secondee accepts that during the period of Secondment he/she may receive confidential information concerning the Receiving Organisation and its clients. The Secondee agrees to treat such information as secret and confidential and not to disclose such information without the express permission of the Receiving Organisation.
- 11.3. Upon termination of this Agreement the Secondee shall deliver all documents and other property of the Receiving Organisation to the nominee of the Receiving Organisation.

11.4. Any requirement of the Receiving Organisation for the Secondee to access computer facilities during the period of the Secondment will be arranged by the Receiving Organisation.

12. Expenses

12.1. The Receiving Organisation will pay to the Secondee any reasonable expenses incurred by her in or about the performance of her duties during the term of the Secondment.

13. Liability

13.1. The Receiving Organisation hereby agrees to indemnify and keep indemnified the Council in respect of any actions or claims by the Secondee in connection with the Secondment.

13.2. The parties agree the Secondee shall not be liable to the Receiving Organisation or any third party in respect of any duties carried out, advice or information given or used by the Secondee during the term of the Secondment and the Receiving Organisation hereby indemnifies the Council and the Secondee in respect of any claims made by a third party.

13.3. The Receiving Organisation will ensure the Secondee is covered by its professional indemnity insurance during the term of the Secondment.

14. Contact Point

14.1. The designated contact point at the Receiving Organisation is: (name and post)

14.2. The designated contact officer at Haringey Council is:

Signed Date.....
Secondee

Signed Date.....
For Haringey Council

Signed..... Date.....
For Receiving Organisation

**THE LONDON BOROUGH OF HARINGEY
Internal Secondment Agreement**

THIS AGREEMENT is made BETWEEN:

XX Directorate (The Seconding Directorate)

YY Directorate (The Receiving Directorate)

Employee's name and address ('The Secondee')

1. Term of the Secondment

- a. The Secondment is to the post of xx, on the grade of xx, with effect from xx for a period of xx months. The contractual hours of work during the period of the Secondment will be xx. During the term of the Secondment, the Secondee will remain the employee of the Seconding Directorate
- b. At the end of the secondment period, the Secondee will return to their substantive post of, except in the case of redundancy or reorganisation. In this case, the Secondee will be consulted in line with the Council's redundancy or reorganisation consultation process.

2. Early termination of the Secondment

- a. The Secondment may be terminated for any reason by any party to this Agreement giving one month's notice in writing.
- b. Notice of termination will normally result in discussion between the parties to resolve the issue and/or to make alternative arrangements.

3. Secondment Fee

- 3.1 The Receiving Directorate shall pay the salary and any other associated costs of the Secondee during the term of the secondment.

4. Terms and Conditions

- a. The Receiving Directorate will make the Secondee aware of any rules and procedures applicable to the Secondment and the Secondee

agrees to have regard to these rules and procedures during the term of the Secondment.

- b. The Secondee will work under the day to day supervision of (insert post) for the Receiving Directorate. However, if there are any concerns about the Secondee's conduct, performance or attendance during the term of the Secondment the Receiving Directorate shall immediately notify the Seconding Directorate's designated contact officer.
- c. The Receiving Directorate shall have regard to the health, safety and welfare of the Secondee during the term of the Secondment.
- d. Arrangement for Performance Appraisals should be agreed at the start of the Secondment and it may be appropriate for some meetings to be held jointly with the Seconding manager, the Receiving manager and the Secondee.
- e. All other terms and conditions remain the same.

5. Annual Leave

- a. The Secondee will agree the taking of leave with the Receiving Directorate as it relates to the time worked with them. As far as is reasonably possible the leave to be taken by the Secondee during the Secondment should amount to the Secondee's pro rata leave entitlement for the period of the Secondment.

6. Sickness Absence

- a. **The Secondee will report sickness absence to the nominated officer at the Receiving Directorate.**
- b. Unacceptable levels of absence, including long term sickness absence (in excess of one month), may result in the Secondment being reviewed.

7. Performance Reports

- a. Performance reports on the Secondee may be required by the Seconding Directorate during the period term of the secondment. If this is necessary, then the Receiving Directorate will send reports direct to the designated contact officer in Seconding Directorate.

8. Duties and Work Location

- a. During the Secondment period the Secondee shall devote the whole of his/her time, attention and skill to his/her duties for the Receiving Directorate. The Secondee will be expected to spend his/her

whole working week working at the Receiving Directorate during the period of the Secondment.

- b. The Secondee accepts that during the period of Secondment he/she may receive confidential information concerning the Receiving Directorate and its clients. The Secondee agrees to treat such information as secret and confidential and not to disclose such information without the express permission of the Receiving Directorate.
- c. Upon termination of this Agreement the Secondee shall deliver all documents and other property of the Receiving Directorate to the nominee of the Receiving Directorate.
- d. Any requirement of the Receiving Directorate for the Secondee to access computer facilities during the period of the Secondment will be arranged by the Receiving Organisation.

9. Contact Point

- a. The designated contact point at the Receiving Directorate is:
(name and post)
- b. The designated contact officer at the Seconding Directorate is:
(name and post)

Signed Date.....
Secondee

Signed Date.....
Seconding Manager

Signed..... Date.....
Receiving Manager