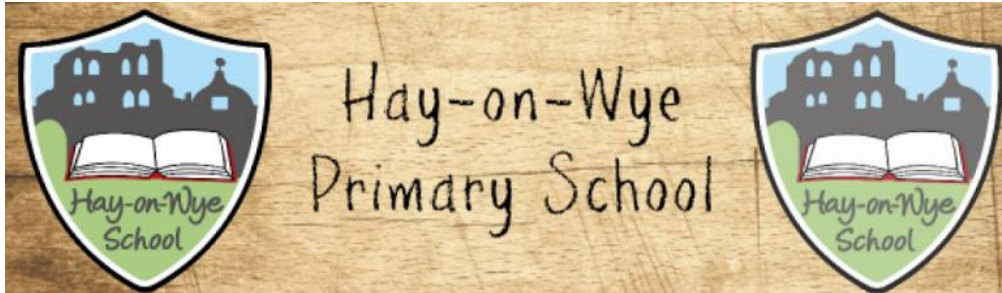


# Ysgol y Gelli Gandryll



*“Dysgu, Cyflawni a Gofalu ar y Cyd”*

*“Learning, Achieving & Caring Together”*

## Hay-on-Wye CP School Secondment Policy (all employees)

Signed .....Date .....  
(Chair of Governors)

Signed .....Date.....  
(Headteacher)



# CYNGOR SIR POWYS COUNTY COUNCIL

## Employee Secondment Policy

This policy applies to all employees



### CYNGOR SIR POWYS COUNTY COUNCIL Secondment Policy

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## Policy History

Policy Date	Summary of change	Contact	Version/ Implementation Date	Review Date
23/10/20	No major changes. Basic review.	HR	5	10/2022
07/12/18	Removal of VAS process, changes to format and some job titles	S Holcroft (HR)	4	06/12/20
01/06/2017	The inclusion of the Vacancy Authorisation process and removal of a section in item 3.1 that is no longer applicable	HR Policy and Service Development in consultation with Recruitment Manager	3	31/05/2018

### 1. Introduction

- 1.1 A secondment is the temporary placement of an employee to a different part of the Council or to another organisation, for a specific purpose and time period to the mutual benefit of all parties.
- 1.2 Secondment is a valuable way of providing Council staff with career development opportunities. It can provide a constructive way of enhancing the skills and knowledge base of both the individual employee and the Council and to contribute towards the Council's strategic objectives.
- 1.3 Where employees are considering applying for a secondment, it is necessary for them to discuss their availability for release with their line manager before applying. Line managers shall not unreasonably refuse a secondment request but do need to balance service requirements with employee aspirations and development.

### 2. Scope

- 2.1 This policy covers all Council employees and refers to internal secondments within the Council as well as to other appropriate external organisations such as; Welsh Government, Local Government Ombudsman schemes, the civil service, other local authorities, trade unions, Government departments and other public bodies with similar functions.

### 3. Internal secondments

#### 3.1 Creating an internal secondment opportunity



Whether a vacancy is suitable for secondment depends on the circumstances of the post. Managers should actively consider secondments as an opportunity to develop employees; for example, where a short-term project arises. Generally, the Council's safer recruitment guidelines will apply to secondments.

### 3.2 Terms and conditions of secondments

Normally secondments will be for a period of between six months and two years; however, extensions can be agreed by mutual agreement. Under no circumstances shall secondments exceed more than four years. The period of secondment will be agreed and clearly defined by a variation to the secondee's contract of employment. In the event of early termination, by either party, the individual's normal contractual notice will apply. Where the secondment post attracts improved terms and conditions, the secondee will be subject to those terms and conditions for the duration of the secondment but will revert to their substantive terms and conditions once the secondment ends. As far as possible, secondees will return to their substantive post at the end of the secondment period. If this is not possible, secondees will be offered a suitable alternative role commensurate with their skills and experience, at the same grade and rate of pay as their substantive post.

## 4. Secondments to external organisations

### 4.1 Criteria for approval

All requests for external secondments should be made in the first instance to the employee's line manager, which is then subject to the review of the appropriate Head of Service (except in cases where a Director/CEO requests a secondment, in which case this should be made in writing to the Leader of the Council).

The individual will need to identify the objectives of the secondment against one or more of the following criteria:

- to gain knowledge and experience of different working methods which can then be shared across the Council;
- to gain knowledge and experience to help the staff member perform their current job better; and
- to gain knowledge and experience to enhance career development.

Before approving a secondment, the appropriate Head of Service must consider:

- the current and future business needs against the proposed period of secondment;
- the purpose and objectives of the secondment;
- the benefits to the Council and the individual;
- whether secondment is to an appropriate external organisation; and other business factors which may affect the approval of the request.



## 4.2 Terms and conditions of secondments

The host organisation receiving the secondee will be required to meet all employee costs and expenses, in respect of salary, pension contributions, training and development.

The secondment agreement will be agreed and signed by all parties. The agreement will set out the purpose and aims of the secondment, as well as the practical arrangements for example:

- appraisal and personal development planning;
- notification of sickness absence;
- annual leave;
- salary;
- pension; and
- expenses.

All seconded employees will remain under a contract of employment with the Council and will be entitled to maintain their terms and conditions of employment. Where the secondment attracts improved terms and conditions, the secondee will fall under the terms and conditions attached to the secondment and will revert to the terms and conditions for their substantive post when their secondment ends.

## 5. Duration of Secondments

Secondments will normally be for a period of between six months to one year. However, in exceptional circumstances, an extension can be agreed by mutual agreement of the secondee, the Council and host employer. Exceptional circumstances could include where there were considerable benefits to the Council, a downturn in the volume of work or when an exchange of staff is taking place. Under no circumstances will secondments last more than four years.

## 6. Keeping in touch

The responsibility for keeping in touch will be the joint responsibility of the secondee and their line manager. The secondee will be required, as part of the secondment agreement, to provide contact details to their line manager.

## 7. Right to return

At the end of the secondment period, staff returning to the Council will return to their substantive post, grade, terms and conditions but not necessarily to the same team. In the event of an organisational restructure and where there is a risk of the employee's post becoming redundant whilst on secondment, the employee will be subject to the redundancy process as outlined in the Council's Redundancy Policy.



## APPENDIX A

## SECONDMENT REQUEST AND APPROVAL FORM

**Section 1** (*Employee to complete and send to manager*)

Name:

Job Title:

Grade:

Service Area:

Tel No. for Contact. Work:

Home:

Please give details of the job title of the post to which you wish to be seconded:

The secondment opportunity is:            internal            external (please tick)

If external, please provide details of organisation and a named contact below:

Organisation name:

Address:

Telephone:

Contact:

The date you wish your request to commence?

Please provide details of the duration?

Is the job description and person specification attached?            Yes            No

Why is the secondment being requested?

What are the perceived benefits to you and the Council?

I am aware of the implications this request will have on my terms and conditions of employment and understand my obligations and responsibilities under the Secondment Policy.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 2** (*Manager to complete and send to Head of Service*)

Recommendation: Request Approved/Not Approved\*

Date of Meeting with employee (where appropriate)



I have considered your request for a secondment and I am pleased to confirm that I am able to accept your application.

Your secondment will commence from: \_\_\_\_\_ until: \_\_\_\_\_

Signature: ..... (Line Manager)

Authorisation: ..... (Head of Service)

Date:.....

I am sorry but I am unable to accommodate your secondment request on the following grounds:

Please identify reason (tick where appropriate):

- Additional costs ( )
- Ability to recruit additional staff ( )
- Planned organisational changes ( )
- Impact on service provision ( )
- A detrimental impact on performance ( )
- The inability to reorganise work among existing staff ( )
- The inability to recruit or cover role ( )
- A detrimental effect on ability to meet demand ( )
- Other ( )

These grounds apply in the circumstances because (please provide all further details and reasons):

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Designation: \_\_\_\_\_

## APPENDIX B

## TEMPLATE LETTER 1 – EXTERNAL SECONDMENT

## PRIVATE AND CONFIDENTIAL

<Addressee>

<Address>

<Date>

Dear <Addressee>

**SECONDMENT**

I am writing to confirm the details of your secondment.

You will be seconded to <\*\*\*> with effect from <date month year>. This will continue until terminated by one months' notice by you, the Council [or <\*\*\*>],] at which stage you will revert to your substantive post of <job title> within the <service area>, as per the terms of the attached secondment agreement.

Your salary will remain the same, currently <£\*\*\*\*> and you will receive any normally agreed increases due to you during the period of your secondment.

Your continuity of service will not be affected and normal pension arrangements will apply during this time.

You will work under the direction of a senior manager within <\*\*\*>. If a matter of discipline or grievance occurs you should discuss this with your line manager within \*\*\*\*\* in the first instance. If the matter is sufficiently serious to warrant an investigation, then the Council and \*\*\*\*\* will discuss and agree who will undertake this. Any formal sanction will be for the County Council to impose.

All other existing terms and conditions of employment will apply.

If you have any queries about the content of this letter or difficulties in interpretation please contact <Human Resources Business Partner> or <secondment supervisor>.

Should you have any queries regarding the content of this letter please do not hesitate to contact me.

Yours sincerely





<Originating Manager>

## APPENDIX C

### TEMPLATE LETTER 2 – INCOMING SECONDMENT

#### PRIVATE AND CONFIDENTIAL

<Addressee>

<Address>

<Date>

Dear <Addressee>

#### **Secondment - <Job Title>**

I am able to confirm the above post is offered to you on a secondment basis. The details of this secondment are included in the attached signed secondment agreement.

I can confirm that your start date for this position is <\*\*\*\*\*>.

Your terms and conditions of employment will be those operated by <employing organisation>. You will remain employed by <employing organisation>, they will continue to pay your salary as per the terms of the secondment agreement.

Your main place of work will be <\*\*\*\*\*> and any subsistence claims (e.g. mileage) relating to the above post should be made through <employing organisation> and they will reimburse you according to their general terms and conditions. Before any claims are submitted they will need to be authorised/signed off by your Host line manager at the Council, <name and job title> or by a delegated operational line manager.

If you have any queries regarding this appointment, please contact me on <telephone>.

Yours sincerely

<Originating Manager>



## APPENDIX D

## TEMPLATE LETTER 3 INTERNAL SECONDMENT

**PRIVATE AND CONFIDENTIAL**

&lt;Addressee&gt;

&lt;Address&gt;

&lt;Date&gt;

Dear &lt;Addressee&gt;

**SECONDMENT**

I am writing to confirm the details of your secondment.

The job title for the period of secondment is..... in accordance with the attached job description.

The secondment is for a period of ....., commencing on .....and terminating on [date]/at a date yet to be agreed, which will not be later than [date]] at which stage you will revert to your substantive post of <job title> <or a post of similar nature> within the <service area>

The post is full time / part time working ..... hours per week.

The base during the period of secondment is.....

During the secondment you will be supervised by (\*\*\*\*\*) who will also direct working arrangements, i.e. agree annual leave and deal, in the first instance with any grievance the employee may have arising out of their work.

Your salary will remain the same, currently <£\*\*\*\*> OR your salary will be <£\*\*\*\*> (delete as appropriate) and you will receive any normally agreed increases due to you during the period of your secondment.

Your continuity of service will not be affected and normal pension arrangements will apply during this time.

All other existing terms and conditions of employment will apply.



If you have any queries about the content of this letter or difficulties in interpretation please contact me at <telephone number>

Yours sincerely

<Originating Manager>



## APPENDIX E

### MANAGER CHECKLIST FOR CONSIDERING SECONDMENT OR SECONDMENT EXTENSION

1. What is the reason for the secondment?
2. What are the benefits to the employee for undertaking the secondment?
3. What are the benefits to the Service?
4. What are the benefits to the Council?
5. What are the financial implications on the team? (Who pays?)
6. How will the main duties and responsibilities of the secondee be covered? Can these be accommodated? Redistribution of work? Recruiting replacement? Any additional costs? (training requirements) Impact on service provision?
7. Any planned organisational changes to effect?
8. What are the start and end dates of the secondment? Impact of these?
9. How will the secondment be monitored to ensure it does not continue indefinitely?
10. Does the secondee need to maintain professional registration during the secondment?
11. What are our statutory obligations?



12.If refused – are there any alternatives? Could the secondment be part-time? Could the start / end date change to suit originating area?	
Signed:	
Name Printed:	
Date:	

## APPENDIX F

### TEMPLATE SECONDMENT AGREEMENT - EXTERNAL

This agreement is made between:

**Powys County Council** (the 'Employer') of County Hall, Llandrindod Wells, LD1 5LG  
and

*INSERT NAME AND ADDRESS OF ORGANISATION*

The Council agrees to the placement of *INSERT NAME OF EMPLOYEE* ('the Employee') of the *INSERT NAME OF DEPARTMENT*, Powys County Council (henceforth referred to as the Council) with *INSERT NAME OF ORGANISATION* for 100% FTE on the following conditions:

1. **Effective Date:** *INSERT START DATE*
2. **Period of agreement:** *INSERT END DATE* (see Additional Remarks)
3. **Services**

During the period of the secondment the Employee will undertake the role of XXX as outlined in the attached Job Description. This role is based at *INSERT NAME OF ORGANISATION*.

#### 4. Salary

The employee will be paid a gross salary of *INSERT SALARY* for the duration of the agreement subject to pay rises according to the Council's terms and conditions of employment (see Additional Remarks). This salary will remain payable by the Council and will normally be paid on the last working day of each calendar month by bank transfer to the employees bank account. Where applicable, deductions will be made in respect of national insurance, income tax and pension contributions.

#### 5. Finance arrangements



The Council will invoice *INSERT NAME OF ORGANISATION* for these salary costs on a *INSERT INVOICE PERIOD* basis.

## 6. Terms and Conditions

The Employee shall at all times be an employee of, and will remain subject to the terms and conditions, of the Council. The Employee will be maintained on the payroll of the Council and the Council shall retain all rights and responsibilities as Employer of the Employee. The employee's current pension arrangements will remain unchanged.

While the *INSERT NAME OF ORGANISATION* is supporting this secondment, the Employee shall be under the day-to-day control of the *INSERT NAME OF ORGANISATION* and shall undertake to comply with the working practices of, and take instructions from the *INSERT NAME OF ORGANISATION*.

The *INSERT NAME OF ORGANISATION* agrees to provide the Employee with xxx days leave per annum, pro rata to the full time entitlement of \_\_ days' annual leave per annum plus 8 bank holidays as per the Council's terms of conditions of employment.

With the agreement of the line manager at the *INSERT NAME OF ORGANISATION*, the Employee may claim expenses related to this secondment directly from the *INSERT NAME OF ORGANISATION*.

The Council shall not be liable to the *INSERT NAME OF ORGANISATION* in respect of any loss or damage suffered by the host organisation arising out of or relating to the Services provided under this agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the Employee's employment with the Council prior to the expiry date.

The *INSERT NAME OF ORGANISATION* shall indemnify the Council against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the Council in settling, contesting or dealing for the same) resulting from any breach by the *INSERT NAME OF ORGANISATION* of its obligations under this agreement.

The Council shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to *INSERT NAME OF ORGANISATION*'s failure to fully meet its responsibilities under The Health and Safety at Work Act 1974. So far as is reasonably practicable, the *INSERT NAME OF ORGANISATION* will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the employee and other persons who may also be affected. The Council shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the employee's failure to fully meet their responsibilities under The Health and Safety at Work Act 1974.

## 7. Additional Remarks



The period of this agreement remains subject to review at any time by either the Council or the *INSERT NAME OF ORGANISATION* (see 'Termination' below) but shall be specifically reviewed in *INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT*.

The salary paid to the employee during the period of this agreement will be subject to review according to the terms and conditions of the Council.

This agreement does not affect the contractual terms and conditions of the appointment held by the employee with the Council as *INSERT JOB TITLE* in the *INSERT NAME OF DEPARTMENT*.

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of each Party prior to initiation or amendment.

**8. Termination**

This Agreement shall be terminated if the Employee's employment is terminated for whatever reason.

Either the Council or the *INSERT NAME OF ORGANISATION* may terminate this agreement before the end of the period with three months' notice in writing to the other party.

At the end of the Agreement the Employee will resume the full duties of the post of *INSERT JOB TITLE* for the *INSERT NAME OF DEPARTMENT* at the Council, subject to any possible or confirmed restructuring and/or redundancy situations, in accordance with item 8 of the Council's Employee Secondment Policy.

**Signed:** \_\_\_\_\_  
NAME  
JOB TITLE

**Date:**

For and on behalf of the *INSERT NAME AND ADDRESS OF ORGANISATION*

**Signed:** \_\_\_\_\_  
NAME  
JOB TITLE

**Date:**

For and on behalf of the Council.

**Signed:** \_\_\_\_\_

**Date:**



NAME  
JOB TITLE

The Employee

