

TO:	Governance Sub-Committee
PREPARED BY:	Linda Sichi (Deputy CEO)
SUBJECT:	SECONDMENTS POLICY
DATE OF MEETING:	25 November 2024
APPROVED BY:	Paul Martin (CEO)

# SECONDMENTS

# POLICY

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## **SECONDMENTS POLICY**

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## **1. MILNBANK HOUSING ASSOCIATION (MHA) STRATEGIC OBJECTIVES**

MHA's mission is to provide excellent homes and services in a thriving community. We believe that people living in the MHA community should:

- Have warm, safe, and affordable homes, and receive excellent services from MHA.
- Live in neighbourhoods that are clean and well cared for, with real community pride.
- Have access to opportunities and services that promote a good quality of life.

## **2. MHA's VALUES**

Working as 'One Milnbank' so that we offer the same quality of services, support and housing to all tenants and residents.

## **3. LEGAL & REGULATORY COMPLIANCE**

The Management Committee leads and directs MHA to ensure good outcomes for its tenants and other service users. MHA adheres to the Scottish Housing Regulator's Regulatory Framework Financial & Regulatory and to all relevant legal employment requirements associated with this policy.

## **4. POLICY INTRODUCTION**

- 4.1 Secondments are increasingly being recognised as a valuable tool for supporting professional development, especially in organisations that are small or have a relatively flat structure where opportunities for promotion can be limited. Secondments provide employees with an opportunity to gain experience in another department or to 'act up' for a temporary period. They can also be used to expand an employee's skill set and knowledge and develop them in an entirely new area (e.g. as a project, or temporary piece of work lasting for a defined period).
- 4.2 Secondments can be viewed as a temporary move to another job, Organisation or department where employees are 'loaned' to another part of the organisation, position or to a completely external organisation.
- 4.3 They require formal arrangements to be put in place to ensure all parties are aware of their responsibilities and expectations. This policy will provide guidance on factors to consider for secondments, including a checklist for managers.

## **5. POLICY PRINCIPLES**

- 5.1 Secondments bring benefits to both the employee and MHA. The employee will most likely be highly motivated, enthused, engaged and be performing highly. Secondments are in their nature voluntarily entered into therefore the employee wants this opportunity. The employee will acquire new skills and gain wider experience. A new employee in a role can bring fresh ideas, inspiration and a new

perspective which may benefit MHA.

- 5.2 There are no set time limits on how long a secondment should last. However, they normally last for anywhere between three and 24 months. They should cover the duration of whatever the employee is being 'loaned' out to do. Whoever can take up a secondment opportunity will depend on the job that needs to be filled/done, including the skills, experience, knowledge and their availability during the time of the secondment. MHA's normal practice is to advise staff should an internal secondment opportunity arise. If more than one person expresses an interest, the selection will be made following a fair process.

## **6. INTERNAL SECONDMENT**

Many secondments will take place internally between different departments or between positions (e.g. temporary promotion). Where this happens all parties, including the secondee (the employee), the current line manager and the host line manager will provide clear roles and responsibilities throughout the secondment, including agreeing who will have overall line management and who will have day-to-day responsibility (if this is different). APPENDIX A template covers the required details.

## **7. EXTERNAL SECONDMENT**

An external secondment arises where an employee from MHA is seconded to another organisation. This may happen where an employee has specific skills or knowledge. In this circumstance other arrangements may need to be considered (e.g. which organisation pays the salary, pension costs, N.I. contributions). Continuity of service, T&C's and any other direct or indirect costs may constitute a sabbatical if the new organisation takes full responsibility for these. APPENDIX B template covers the required details.

## **8. SECONDMENT ARRANGEMENTS**

- 8a. All parties must be aware of their own responsibilities and tasks throughout the secondment. The secondee (the employee) will be given written documentation outlining the details of the second, including their role, line manager, terms and conditions they follow, and their salary etc. Further details are given in the checklist below. It is vital that the secondee is given such information before the secondment begins so they know the exact details.

SECONDMENT CHECKLIST	
1	Secondment opportunity arises and is communicated to staff
2	Employee/s initiates an interest in the secondment
3	Selection process to ensure suitability of post (this could be a discussion with staff member if only one person demonstrates an interest)
4	A discussion between all parties to establish rights, duties & responsibilities
5	There is a signed agreement prior to the secondment commencing between departments and/or organisations

	involved, including costs, payments, pension costs, NI costs.
6	<p>A letter is given to the employee confirming the following, regardless of whether it is an internal or external secondment:</p> <ul style="list-style-type: none"> <li>○ Salary, both the amount and when it will be paid</li> <li>○ Hours of work</li> <li>○ Place of work</li> <li>○ Policies and procedures that will be followed</li> <li>○ Who will be responsible for their day-to-day line management</li> <li>○ Annual leave and public holidays</li> <li>○ The duration of the secondment including a start date and a finish time</li> <li>○ Any events that would trigger a termination of the secondment</li> <li>○ Any changes to pension arrangements</li> <li>○ The contractual position of the secondee at the end of the period, including what job they will return to at that point</li> <li>○ Confirm length of service will not be affected</li> </ul>

- 8b. Arrangements must be clear for the end of the secondment. The details must be clearly understood prior to the secondment commencing to eliminate any misconceptions and manage the expectations of the employee. No special arrangements are required at the end of the secondment, these may simply be, the secondee will revert to their original position and T&C's of employment. However, it is important to explicitly state this to clarify the arrangements for all parties.

## **10. EQUALITY & HUMAN RIGHTS**

MHA's is committed to equal opportunities, and we will respond to the different needs and service requirements of individuals, and we will not discriminate against any individual for any reason outlined in Equality & Human Rights Legislation.

## **11. DATA COLLECTION**

MHA will manage all personal data in accordance with our obligations under the GDPR regulations and the Association's Policy.

## **12. POLICY MONITORING & REVIEW**

The Secondment Policy will be reviewed by the Governance Sub-Committee every 3 years or in line with EVH updates, or as otherwise deemed necessary



**APPENDIX A**  
**Contract for internal secondment**



53 Ballindalloch Drive, Glasgow G31 3DQ

**Date**

**Employee's name**

**Employee's address**

Dear **Name**,

**Secondment – Job Title**

I am writing to confirm your appointment for a fixed term secondment of **insert period** and outline the terms of the contract. During the secondment, you will remain employed by Milnbank Housing Association and all contractual entitlements will remain the same, except to the extent varied by this agreement.

**Purpose of secondment**

Attached is the job profile for the secondment.

**Duration**

You will be seconded to perform the role of **insert job title**, in the **insert department's name** with effect from **insert date**. The secondment will last for a period of **insert period** from this date (subject to the terms under 'termination of secondment') after which you will return to the post of **insert current post title** in the **insert department's name**.

**Location**

Your secondment will be based at **insert location** in the **insert department's name** department. Should the needs of the business require you to transfer to any other work location, this will only be done with your agreement. Should additional travelling expenses be incurred, you will be reimbursed in line with the relevant policy.

**Reporting Line**

Whilst on secondment you will report to **insert manager's name**.

**Salary**

During the period of secondment your salary will be £**insert amount** per annum. You **will/will not** be eligible to an increment on **insert date**. You will be eligible to receive a cost-of-living salary uplift from **insert date** as agreed by our usual annual salary negotiations. When the secondment is finished, your salary will return to the current level (plus any cost of living and incremental increase that you would otherwise have been due).

**Continuity of employment**

We confirm that Milnbank Housing Association will maintain your continuity of employment in all regards during the period of this secondment.

### **Working Hours**

Your working week will be **insert amount hours**, which will normally be worked over **how many** days from **day of the week** to **day of the week**.

Should you be required to work out with and more than normal working hours you will be entitled to time off in lieu.

### **Booking Annual Leave**

When booking annual leave, you should seek authorisation from **insert manager's name** if the proposed period falls during the duration of the secondment. However, should the leave fall once the period of secondment is completed, you should seek authorisation from your current line manager.

### **Reporting Absences from Work**

Should you be unable to attend work during your secondment, you should report this to **insert name** using MHA's absence reporting procedure.

### **Discipline and Grievance**

Any discipline and/or grievance matters which arise during your secondment will be handled by **insert manager's name** in accordance with the MHA's procedure.

### **Confidentiality**

You must not directly or indirectly divulge or disclose to any person (other than any person authorised by us) any confidential information, which may come to your knowledge during the secondment period. Doing so without specific consent of a MHA's senior officer, could result in the immediate termination of the secondment without notice and a disciplinary action including dismissal.

### **Termination of secondment**

The secondment may be terminated by either yourself or by MHA, subject to one months' notice in writing. In such event you will return to the post of **insert current post title** within MHA.

### **Training**

**Manager's name** will be responsible for ensuring that you have the appropriate training to carry out your seconded role. You may also be required to attend any relevant training during the period of this secondment.

I should be grateful if you would confirm, by signing and returning the enclosed copy of this letter, that you are prepared to accept this temporary appointment on a secondment basis and accept the terms and conditions.

Yours sincerely

**(electronically sign name)**

**Name**

**Position**



.....  
On behalf of Milnbank Housing Association

ACCEPTANCE OF TEMPORARY APPOINTMENT (SECONDMENT BASIS)

I, ***insert Employee's name*** acknowledge receipt of the temporary Contract for ***insert post title*** on a secondment basis of which the foregoing is a true copy and confirm my acceptance thereof:

Signed

Date

## **APPENDIX A**

### **Contract for external secondment**

LETTER 1 – from the Seconding Organisation  
to the Receiving Organisation

#### ***Date***

***Receiving Organisation's Manager's name***

***Receiving Organisation's address***

Dear ***Name of the Manager,***

Secondment of *Employee's Name*

I am writing to set out the terms and conditions of ***Employee's name*** secondment to the post of ***Post title*** at ***Receiving Organisation's name***.

#### **Purpose of secondment**

Attached is the job profile for the secondment.

#### **Duration**

***Employee's name*** will be seconded to ***Receiving Organisation*** effective from ***Date*** but will remain an employee of Milnbank Housing Association. The secondment will last for a period of ***enter period*** from this date (subject to the terms under 'termination of secondment') after which ***they*** will return to the post of ***Employee's current post*** within Milnbank Housing Association.

#### **Location**

***Employee's*** secondment will be based at ***address***. Should the needs of the business require ***Employee*** to transfer to any other work location, this will only be done with the agreement of all the parties concerned. Should additional travelling expenses be incurred they would be reimbursed in line with MHA's policy.

#### **Reporting Line**

***Employee*** will report to ***Manager's name*** within ***Receiving Organisation***.

#### **Working Hours**

***Employee's*** working week will be ***XX*** hours, which will normally be worked over ***X*** days ***day of the week*** to ***day of the week***. Should ***they*** be required to work outwith and more than normal working hours ***they*** will be entitled to time off in lieu.

#### **Employment Costs**

During the period of secondment, MHA will continue to be responsible for all aspects of ***Employee's*** salary costs, National Insurance contributions and pension arrangements and any agreed travel and subsistence costs as identified above. Their salary will be ***£pounds*** per annum during the secondment and will be paid by MHA monthly in arrears. MHA will invoice ***Receiving Organisation*** monthly for the salary plus employer's costs identified above. MHA will retain responsibility for future pay awards and payments for which ***they*** may become

eligible. **Receiving Organisation** will be responsible for notifying MHA of **their** attendance, leave and any other matters affecting payroll administration.

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

**All Employee's contractual terms and conditions will remain the same, as per the Seconding Organisation's conditions of employment.**

### **Annual Leave**

**Employee's** annual leave entitlement will be as provided for under MHA's terms and conditions. Any leave proposals should be cleared in advance with the relevant line manager at **Receiving Organisation** confirmed to MHA.

### **Sick Leave**

**Employee** should follow the local reporting arrangements applied by **Receiving Organisation** who will in turn notify MHA of any such absences. The **Receiving Organisation** will be liable for covering the cost of sickness allowance that the Employee is eligible for.

### **Discipline and Grievance**

Any discipline and/or grievance matters which arise during **Employee's** secondment will be dealt with by the **Receiving Organisation** using their own discipline and grievance procedures and any disciplinary action issued will be recognised by the other organisation. Only the **Receiving Organisation** has the power to dismiss the employee, although the receiving employer may need to carry out or contribute to any investigation.

### **Confidentiality**

**Employee** must not directly or indirectly divulge or disclose to any person (other than any person employed by **Receiving Organisation**) any confidential information, which may come to their knowledge during the secondment period. Doing so, including divulging such information to employees of MHA without specific consent of a senior **Receiving Organisation** officer, could result in the immediate termination of the secondment without notice. Similarly, **they** must not disclose any information on MHA issues to anyone within **Receiving Organisation**. Any unauthorised disclosure may also result in a disciplinary action, which may include dismissal.

### **Extension of secondment**

Should **Receiving Organisation** seek to extend the period of this secondment then it should raise this with the Employee as well as MHA as soon as the need for an extension comes to light. There is no guarantee that the **Employee** and/or MHA will be able to agree to an extension and they are under no obligation to do so.

### **Termination of secondment**

The secondment may be terminated by either MHA, **Receiving Organisation or Employee's name**, subject to one month's notice in writing. In such event, **they** would return to the post of **Employee's current post** within MHA.

### **Policies and Procedures**

While on secondment, **Employee** must comply with **Receiving Organisation's** policies and procedures. Failure to do so may result in the immediate termination of the secondment without notice as well as a disciplinary action (including dismissal) being taken by the **Receiving Organisation** against the Employee.

### **Training**

**Receiving Organisation** will be responsible for ensuring that **Employee** has the appropriate training to carry out **their** seconded role. **They** will also be expected to attend any relevant training courses arranged by **Receiving Organisation** during the period of secondment.

I should be grateful if you would confirm, by signing and returning the enclosed copy of this letter, that you accept **Employee's** secondment to **Receiving Organisation** based on these terms and conditions.

If there is any aspect of the secondment you would like to discuss, please do not hesitate to contact me.

Yours sincerely

Signed by:

Date:

For and on behalf of Milnbank Housing Association

### **ACCEPTANCE**

I hereby accept the terms and conditions set out above.

Signature

**Name**

Position in **Receiving Organisation**

Date

**LETTER 2 – to Employee from Receiving  
Organisation**

*Date*

*Employee's name*

*Employee's address*

Dear *Employee's name*,

**Secondment – Temporary Post Title**

We are writing on behalf of **Receiving Organisation** to offer you a fixed term contract for the duration of **enter period** on a secondment basis, subject to the following particular provisions.

**References**

**This offer is subject to receipt of satisfactory references from the persons you identified on your application form.**

**Duration**

You will be seconded to **Receiving Organisation** with effect from **Date** but will remain an employee of **Seconding Organisation**. The secondment will last for a period of **enter period** from this date (subject to the terms under 'termination of secondment') after which you will return to the post of **Employee's current post within Seconding Organisation**.

**Purpose of secondment**

Attached is the job profile for the secondment.

**Location**

Your secondment will be based at **enter location**. Should the needs of the business require you to transfer to any other work location, this will only be done so with the agreement of all the parties concerned. Should additional travelling expenses be incurred, you will be reimbursed in line with the relevant **Seconding Organisation's** policy.

**Reporting Line**

Whilst on secondment you will report to **Manager's name** within **Receiving Organisation**.

**Working Hours**

Your working week will be **XX** hours, which will normally be worked over **X** days **day of the week to day of the week**. Should you be required to work out with and more than normal working hours you will be entitled to time off in lieu.

**Salary**

During the period of secondment, **Seconding Organisation** will continue to be responsible for all aspects of your salary costs, National Insurance contributions and pension arrangements and any agreed travel and subsistence costs as identified above. Your salary will be **£pounds** per annum during the secondment

and will be paid by **Seconding Organisation** monthly in arrears. You **will/will not** be eligible to an increment on insert date. You will be eligible to receive a cost-of-living salary uplift from **insert date** as agreed by the **Receiving Organisation's** usual annual salary negotiations. Once the secondment is finished, your salary will return to the current level with **Seconding Organisation** (plus any cost of living and incremental increase that you would otherwise have been due).

### **Annual Leave**

Your annual leave entitlement will be as provided for under **Seconding Organisation's** terms and conditions. Any leave proposals should be cleared in advance with the relevant local nominated senior officers within **Receiving Organisation** who will in turn advise these to **Seconding Organisation**.

### **Sick Leave**

You should follow the local reporting arrangements applied by **Receiving Organisation** who will in turn notify **Seconding Organisation** of any such absences.

### **Continuity of employment**

We confirm that **Seconding Organisation** will maintain your continuity of employment in all regards during the period of this secondment.

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

**All your contractual terms and conditions will remain the same, as per the *Seconding Organisation's* conditions of employment.**

### **Discipline and Grievance**

Any discipline and/or grievance matters which arise during **Employee's** secondment will be dealt with by **WHICH? Organisation** using their own discipline and grievance procedures and any disciplinary action issued will be recognised by the other organisation. Only the seconding organisation has the power to dismiss the employee, although the receiving employer may need to carry out or contribute to any investigation.

### **Confidentiality**

You must not directly or indirectly divulge or disclose to any person (other than any person employed by **Receiving Organisation**) any confidential information, which may come to your knowledge during the secondment period. Doing so, including divulging such information to employees of **Seconding Organisation** without specific consent of a senior **Receiving Organisation** officer, could result in the immediate termination of the secondment without notice. Similarly, you must not disclose any information on **Seconding Organisation** issues to anyone within **Receiving Organisation**.

Any such unauthorised disclosure could result in a disciplinary action, which could include dismissal.

### **Termination of secondment**

The secondment may be terminated by either yourself, **Seconding Organisation**, or by us, subject to one month's notice in writing. In such event

you will return to the post of **Employee's current post** within **Seconding Organisation**.

### **Extension of secondment**

Should **Receiving Organisation** seek to extend the period of this secondment then it should raise this with you as well as the **Seconding Organisation** as soon as the need for an extension comes to light. Neither you nor **Seconding Organisation** are under obligation to agree to an extension.

### **Policies and Procedures**

While on secondment you must comply with **Receiving Organisation's** policies and procedures. Failure to do so may result in the immediate termination of the secondment without notice as well as a disciplinary action including dismissal.

### **Training**

**Receiving Organisation** will be responsible for ensuring that you have the appropriate training to carry out your role with us. You may also be required to attend training organised by **Seconding Organisation** during the period of this secondment.

I should be grateful if you would confirm, by signing and returning the enclosed copy of this letter, that you accept this temporary appointment as a secondment based on these terms and conditions.

Yours sincerely

Signed

Name

Position

On behalf of **Receiving Organisation**

### **ACCEPTANCE OF TEMPORARY APPOINTMENT (SECONDMENT BASIS)**

I, **Employee's name** acknowledges receipt of the Offer of Appointment as **Temporary post title** on a secondment basis of which the foregoing is a true copy and confirm my acceptance thereof:

Signed

Date

**LETTER 2 – to Employee from Receiving  
Organisation**

**Date**

**Employee's name**

**Employee's address**

Dear **Employee's name**,

**Secondment – Temporary Post Title**

I would like to congratulate you on your new role, and I hope you will enjoy your time with **Receiving Organisation**.

I am writing to confirm our agreement that you be seconded to **Receiving Organisation** on the terms outlined to you in the attached letter from **Receiving Organisation** dated **Date**.

I want to confirm that your continuity of employment in all regards will be preserved during this secondment. If the secondment comes to an end, either on the planned date or at any time prior to or after this, then you will return to your substantive post, grade and salary within **Seconding Organisation** (plus any cost of living and incremental increase that you would otherwise have been due).

If **Receiving Organisation** seek to extend this secondment beyond the expected date, that will be discussed with you at the time. There is no guarantee that **Seconding Organisation** will be able to agree to any such request.

Yours sincerely

Manager's name

On behalf of **Seconding Organisation**