

Each LA to insert letterhead etc.

Recipient
Street
District
Town/City
Postcode
Date:
Our Ref:

Dear [employee name],

Re: Secondment Agreement

Further to your agreed secondment to Stockport MBC as part of the Regional Adoption Agency, please find below a secondment protocol which details the terms and conditions of the secondment arrangement.

1. This arrangement is made between the following parties:

- xxxx Council (the original Council or original authority)
- Stockport Council (the host authority)
- You hereinafter referred to as the Employee.

2. Nature and purpose of the secondment

Please note that these arrangements are subject to each local authority participating in RAA receiving political authority to proceed.

- a. This secondment arises due to the integration of the original Council's adoption services to the Regional Adoption Agency ('RAA' or "Integrated Service") which is hosted by Stockport Council ("the host authority").
- b. The original authority therefore agrees to second to the host authority both the services of the Employee as well as their substantive post. The Employee will continue to undertake their substantive role of [name of post][grade of post] during this secondment and in accordance with their existing job description/role profile.
- c. The Employee will remain an employee of the original authority and the substantive contract of employment between the Employee and the original authority will remain in force during the period of the secondment.

The Employee agrees to such variations to that contract of employment as are necessary to facilitate the secondment and as are set out in this agreement.

- d. If adoption services cease to be undertaken by the host authority or any replacement host agency and revert to the original authority the Employee and their substantive post will return to the original authority on no less favourable terms and conditions.

3. Duration of the secondment

The period of the secondment shall commence on for an initial period of 12 months, ending on xx date 2018, when it will be reviewed. The options at this stage are likely to be:

- Extension of secondment to the host authority, Stockport Council
- TUPE transfer to the host authority,, or another organisation responsible for the original authority's adoption services
- Ending of the secondment arrangement with the post and Employee reverting back to the original authority. .

However, this agreement does not preclude other unforeseen situations arising (please see also paragraph 18).

4. Salary

- a. The Employee's salary shall continue to be paid directly to the Employee by the original authority in accordance with their contract of employment. The annual salary will be increased in line with normal incremental progression and cost of living pay rises outlined in the substantive contract of employment.
- b. Travel and subsistence expenses incurred by the Employee in the course of his/her duties with the host authority shall be claimed by the Employee in the usual manner via the original authority's payroll. The Adoption Agency Service manager (AASM) will liaise with the original authority to identify properly incurred claims which will be paid in accordance with the rates agreed by the original authority.
- c. The original authority shall be responsible for making all deductions from salary including PAYE deductions for income tax, National Insurance and pension contributions (where appropriate).

5. Hours

The Employee will work the hours set out in their employment contract, which are unchanged by the secondment arrangements. The working arrangements / pattern will be determined by and overseen by the original authority, to suit the needs of the Regional Adoption Agency.

6. Annual leave

The Employee's annual leave entitlement will be as provided under the substantive contract of employment. The timing of annual leave must be agreed with the Employee's delegated line manager at the integrated service and must be approved before any leave commitments are made by the Employee.

7. Sick leave

- a. The Employee will remain subject to the original authority's attendance and absence management process. In the event that the Employee is unable to attend work due to sickness, they should contact their line manager at the integrated service who will follow the original authority's sickness reporting procedure and will carry out return to work interviews.
- b. The Employee should direct all self-certification forms and medical certificates to the line manager at the integrated service who will send them to the relevant contact at the original authority for dealing.

8. Pension

The Employee will continue to be covered by the original authority's pension scheme whilst on secondment and contributions will be maintained by the original authority during the secondment. The original authority will continue to pay employers contributions in relation to the Employee's employment.

9. Place of work

The Employee will be based at: (insert address).

10. Equipment

The original authority and the host authority will be jointly responsible for providing the Employee with ICT, copying facilities and all other necessary equipment and learning and development for the Employee to enable [him/her] to carry out their necessary duties.

11. Health and Safety

Subject only as otherwise expressly provided in this Agreement the original authority shall retain all normal duties and other legal responsibilities of an employer for the Employee, but the host authority shall comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work and provision of a safe working environment.

12. Conduct/complaints

- a. The Employee will remain subject to the original authority's rules governing conduct and behaviour of staff. The Employee agrees to continue to abide by the original authority's Code of Conduct for employees and financial regulations and to abide by both the original authority and the host authority's policies as agreed prior to commencement of the secondment. In the event that any inconsistency occurs between the respective policies of the original authority and the host authority in relation to any issue of conduct, capability, disciplinary and/or grievance issues, then it will be interpreted consistently with the policy of the original authority and decisions about the conduct or capability of the Employee will ultimately be made by the original authority, with input at the investigation stage and a recommendation from the AASM. line manager within the host authority.
- b. The host authority will not take any formal action against the Employee on grounds of misconduct or capability, except where an allegation which constitutes gross misconduct has been made and where it is appropriate in those circumstances to impose a precautionary suspension from work, pending the outcome of an investigation. Any allegation of misconduct or issues relating to capability will be referred to the original authority, who will agree with the host authority the appropriate course of action, the original authority being responsible for any decision affecting the seconded Employee. If an investigation is needed a manager from the host authority may be the most appropriate person to investigate or to hold formal investigation meetings, but should be accompanied at any formal meeting by an HR or management representative of the original authority. The decision to terminate employment can only be made by a manager employed by the original authority and appeal rights under the original authority's handbook and/or policies would apply.
- c. Any grievances raised during the secondment will be discussed by the AASM and the relevant contact at the original authority. A joint decision will be reached as to the most appropriate procedure to follow and who should handle the grievance based on the specific circumstances of the given grievance complaint. The original authority will ultimately be responsible for the outcome of any grievance, on consideration of a recommendation from the AASM.

13. Union Representation

The Employee's right to union representation is unchanged. If the Employee currently has union deductions made from their salary this will continue unless they choose otherwise.

14. Continuing Contact with Employer

As the Employee will remain an employee of the original authority during the secondment they will be permitted to have access to the Employee's original authority's intranet site wherever possible.

15. Business Ethics and Conflict of Interest

The Employee shall maintain appropriate professional standards including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the original authority's interests or those of the host authority.

16. Performance Management

- a. The Employee will be required to carry out all reasonable instructions, which the AASM may give in connection with work.
- b. The AASM will manage the workload of the seconded Employee and will be responsible for ensuring that regular day to day performance and supervision meetings are held with the Employee, in line with the original authority's supervision procedures. The aim of these meetings will be to monitor the achievement of the objectives in relation to the secondment and to discuss training and development for the Employee in their seconded role. For the avoidance of doubt any decision about performance which may adversely affect the Employee's employment will ultimately be made by management at the original authority and in accordance with clause 12 of this Agreement, having consulted with the host authority in gathering any evidence as part of a reasonable investigation, where necessary.
- c. The host authority will provide the Employee with any training and development to ensure that the Employee continues to be equipped to carry out their role including the provision of a development plan if appropriate.
- d. The host authority will not approach the Employee with an offer of permanent employment during the continuance of this contract without prior agreement from the original authority.

- e. If the Employee applies for a position that the original authority advertises in internal or external media, they will be treated as any other applicant who is an employee of the original authority.

17. Confidentiality

- a. Neither the host authority nor the Employee shall, without the original authority's prior written consent, disclose by way of a press release or otherwise to any third party any information which relates to the services provided or the duties performed under this contract save as is necessary in the proper performance of such services and duties.
- b. Neither the host authority nor the Employee will at any time during or after the termination of this contract divulge any confidential information relating to the original authority or to providers or about any other services provided or duties performed under this Agreement to any person without the written consent of the original authority.
- c. The Employee has read and agrees to comply with the confidentiality requirements set out in Appendix 1 of this Agreement.

18. Termination

- a. The Secondment will end if the Employee is formally notified that it is ending by the host authority or the original authority either in accordance with Clause 3 of this Agreement or howsoever the original authority shall direct, at which point the Employee will return to their role with the original authority.,
- b. The host authority and original authority agree to provide as much notice as is possible to the Employee of the end of the secondment.
- c. In the event that the host authority decides to opt out of the Integrated Services Agreement, the parties will agree to endeavour to inform the Employee in accordance with clause 18.b above.
- d. As the Employee's secondment relates to their substantive role, requests from Employees to terminate the secondment early may or may not be agreed.

**Authorised to sign
for and on behalf of the xxxxxCouncil**

**Authorised to sign
for and on behalf of
Stockport MBC**

Name in capitals
Position in original authority
Date.....

Sue Westwood
Regional Adoption Manger
Date.....

Signature by Employee

I agree to the variations of my terms and conditions of employment as detailed in this agreement during the period of the secondment.

Signature.....

Name in capitals

Date.....

You are requested to sign and return a copy of this agreement within two weeks of the date of sending. If a response if not received, it will be assumed that you consent to these arrangements.

Confidentiality

For the purposes of this secondment agreement, 'Confidential Information' means:

- Personal information (in whatever form and on whatever medium) which is subject to the provisions of the Data Protection Act 1998 (this may be collected or generated directly by the RAA, obtained from other authorities participating in the RAA and/or received from other organisations.)
- Non personal information (in whatever form and on whatever medium) relating to the business activities of the RAA, Stockport Council, another local authority within the RAA or any other third party organisation which is confidential in nature and if inappropriately disclosed may harm the interests of the RAA and/or other parties from whom the confidential information has been obtained.

Confidential Information must be protected at all times from inappropriate access and disclosure.

For the period of their secondment to the host authority, the Employee shall:

- Ensure that Confidential Information is stored, accessed, used, transported and disposed of appropriately and that security levels are maintained at all times in accordance with the host authority's agreed policies and procedures for the secure and responsible handling of information and any specific directions as issued from time to time by the RAA.
- Not directly or indirectly use, record or disclose any Confidential Information, except as may be necessary for the proper performance of their duties or as may be specifically authorised in writing by an authorised senior officer of the RAA and shall observe this requirement after the secondment ends.
- Ensure the security of any media or equipment provided by the RAA containing Confidential Information in their custody or control and shall not, except in the proper course of their duties, show or disclose or communicate the contents or substance thereof to anyone.

- Ensure that RAA papers, equipment or data within their custody or control during transit from one secure location to another, shall remain secure and in no circumstances is left unattended in vehicles or on public transport.
- Seek advice, guidance and/or additional training from their line manager in the event they have any doubts or concerns about their responsibilities for the security of information entrusted to them or the authorised use of that information.
- Upon termination of the secondment (for whatever reason), and at any other time at the request of an authorised officer of the RAA, shall without retaining any copies or records thereof, immediately return all such media, equipment and documents to the relevant officer and shall deliver up to [her/him] all copies of such documents or extracts of such documents and all other notes, memoranda, photographs, drawings, records or other materials obtained or generated in the course of the secondment

The Employee understands that failure to comply with the above requirements may in some circumstances give rise to the commission of a criminal offence and/or constitute grounds for serious disciplinary sanction.