Policy for Secondments

Human Resources Policy No. HR03

Additionally refer to:
- HR04 Verification of Professional Registration
- HR12 Lease Car Scheme
- HR13 Travel Expenses
- HR36 Disciplinary Procedure
- HR52 Standards of Business Conduct
- HR56 Intellectual Property Policy

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<td>V2 date approved</td>
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<td>V2 Ratified by:</td>
<td>Trust Board</td>
</tr>
<tr>
<td>V2 Date ratified:</td>
<td>February 2013</td>
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<tr>
<td>Document Lead</td>
<td>HR Manager - Corporate</td>
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<tr>
<td>Lead Director</td>
<td>Workforce Director</td>
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<tr>
<td>Date issued:</td>
<td>March 2013</td>
</tr>
<tr>
<td>Review date:</td>
<td>January 2016</td>
</tr>
<tr>
<td>Target audience:</td>
<td>All staff wishing to go on secondment internally and externally</td>
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</tbody>
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**Document Control:**

| Document Lead/Contact: | Bridget Chambers  
HR Manager – Corporate  
Bridget.chambers@sath.nhs.uk |
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<td>Date Equality Impact Assessment completed</td>
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<td>March 2013</td>
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| Distribution           | Please refer to the intranet version for the latest version of this policy.  
Any printed copies may not necessarily be the most up to date |
| Key Words              | Secondment; internal; external; expenses; Secondment agreement; host organisation; |
| Dissemination          | HR Policy page – intranet – staff quarterly newsletter;            |

**Version history**

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<td>B Chambers</td>
<td>Draft</td>
<td>Amendments to paragraph 2; amendments to Appendix 1 and Appendix 2</td>
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<td>Minor amends to layout; additional policies added to front sheet; amends made to sections: 3,4,5,9, Appendix A – JD/PS to be attached, Appendix B – section 1,4,11.3, 14.1.2; 12.2 removed and 12.3 re-numbered to 12.2 Appendix C added</td>
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</tr>
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<td>Appendix C</td>
<td>Equality Impact Assessment</td>
<td>14</td>
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</table>
1. **Document Statement**

   This policy applies to staff who are temporarily seconded either within the Trust or to an external organisation for research or personal/professional development. It **does not** apply to staff on training courses.

2. **Overview**

   Any member of staff may apply to their Senior Manager/Director for a period of secondment either within the Trust or externally. Agreement to any secondment will be discretionary and normally subject to:-

   - the needs of the service e.g. ability to release the individual for the proposed period
   - the role to be undertaken during the secondment
   - its relevance to the Trust
   - its value to the individual’s career path within the NHS
   - reasonable notice of the start of the proposed secondment being given; this should normally be as per the individual’s contract of employment, and
   - the secondment complying with the Trust’s statutory authority.

   **Staff must inform their manager BEFORE any interview for a secondment.**

3. **Definitions**

   For the purposes of this policy, a secondment is a defined period of time where an employee of the Trust undertakes a role that is not their substantive role, for which remuneration may or may not be attached,

   A secondment may be internal to the Trust, to another NHS Trust or to another external organisation.

   Host or Host Organisation – is the organisation to which the SaTH Trust employee is being seconded to.

4. **Duties**

   **Employee**

   It is the responsibility of the employee to ensure that their manager is fully informed of any secondment opportunity that they wish to apply for to enable their line manager to review the appropriateness of the secondment (as detailed in paragraph 2 above).

   It is the responsibility of the employee to ensure that they keep themselves informed of any changes that occur in the Trust which may affect their substantive role.

   **Line Manager**

   It is the responsibility of the line manager to ensure that the requirements of the secondment are fully agreed. In the case of external secondment, the line manager must ensure that any costs attached to the secondment are fully agreed as to who will pay for what eg mileage costs, any enhanced costs, etc.

   It is the responsibility of the line manager to ensure that the secondee is kept informed of any changes that may occur whilst the employee is on an external secondment to ensure they are not disadvantaged by any processes that may be occurring – such as organisational change, reconfiguration of services etc.
Host Organisation

It is the responsibility of the Host Organisation to draw up and agree the external secondment agreement including any relevant details regarding remuneration, mileage and any other payments due to be paid during the period of the secondment. Appendix B is a model agreement that the Host Organisation could use should they wish.

5 Policy Detail

5.1 Internal secondment opportunities should be advertised via the Trust’s NHS Jobs website and can be internal or externally advertised. There may be exceptional circumstances where an urgent clinical or service need may result in staff being seconded to assist with a clinical or other directive at short notice and this must be agreed with the Director of Workforce.

5.2 In most cases, secondments will be to other NHS bodies or to partner organisations. Current legislation allows the Trust to second staff to other bodies:

- where research is being undertaken by the individual or the organisational unit to which the individual is to be seconded;

- where development or training, in connection with the health service, is being undertaken by a University or other body (normally another NHS employer).

5.3 In the case of internal secondments the current Senior Manager/Director will discuss and agree the arrangements for the secondment with the potential host Senior Manager/Director. In the case of external secondments, the Senior Manager/Director will discuss the proposals and funding arrangements with Human Resources and, where necessary, with the external body prior to agreement.

The situation may arise where the secondment is for only part of the normal working week of the secondee and is at a higher rate of pay. Managers should liaise with the HR Department for guidance in such cases.

5.4 During the period of secondment the secondee will normally be paid their current basic rate of pay, excluding current enhancements, and will be eligible for enhancements of pay based on the work done during the secondment (e.g. overtime, special duties, shift pay etc). However, it is recognised that, in some cases, the secondment may be offered on temporarily improved terms and conditions of employment. Where improved terms are offered, these will apply to the period of secondment only and the secondee will revert to their substantive terms and conditions immediately following the end of the secondment.

In the case of a secondment to an external organisation the secondee will not normally be eligible for travelling expenses from the Trust. Where the Trust agrees to pay travelling expenses these will be paid at public transport or (for lease car holders) lease car rate as appropriate. A separate agreement may be reached with the host organisation by the secondee.

5.5 The secondment will normally last for no more than one year and the individual will normally return to their previous position at the end of the secondment.

In the event that a longer period is planned or where the individual will not be able to return to their previous position at the end of the secondment, the terms relating to the return to
work should be agreed with the individual prior to the secondment being agreed; the agreement should be confirmed in writing. (see Appendix A or B)

The current manager should liaise with the HR Department in the event of organisational change affecting a secondee’s substantive role during the period of secondment (see paragraph 5.8).

Any extension to the period of secondment must be agreed by all parties before it is confirmed with the secondee.

5.6 The current Senior Manager/Director agreeing to the secondment arrangements will be responsible for completing a secondment agreement - Appendix A or B. This will:
- confirm the arrangements to the secondee
- obtain the individual’s written agreement to the arrangements
- confirm the required arrangements for the secondee’s return to work.

5.7 In addition the current Senior Manager/Director will be responsible for:
- completing the required ESR Change Form. (For external secondments, the Change Form should be counter-signed by the seconding manager’s Senior Manager/Director, not by the external organisation).
- making any financial arrangements with the external organisation or area in which the secondee is to work (the secondee will remain on their current budget during the secondment). The current salary budget will either be reimbursed for the secondment or receive a budget transfer.
- making the required arrangements to cover the secondment
- detail the arrangements for keeping in touch with the secondee during their absence e.g. attending team meetings as required
- arranging for the return of Trust property where appropriate, both at the start and the end of the secondment
- making the required arrangements for the end of the secondment e.g. for re-integration to the team; attendance at statutory & mandatory update training etc

5.8 Organisational Change

The situation may arise where the secondee’s substantive role is to be affected by organisational change during the secondment or immediately afterwards. In all such cases it is essential that the secondee is fully informed of the process and is treated as if they were at work in their substantive post. Managers should liaise with Human Resources in all cases so that the appropriate formal consultation with staff representatives can take place.

5.9 Intellectual Property

The Employee may make inventions or create other industrial or intellectual property in the course of the secondment. Unless otherwise provided for in an agreement between the Trust and the employee, all scientific and technical information to which the employee has access during the course of their secondment, remains the sole property of the secondee’s Trust and must not, without prior permission of a Senior Manager of the Trust, be removed from the workplace.

By signing the secondment agreement, all parties acknowledge that the Trust owns both patents or copyright derived from the work and that clearance must be obtained from a Senior Manager of the Trust before information is published or otherwise divulged.
Any discovery, development, invention, improvement, design, process, formula, information, computer program, copyright work, created devised, developed or discovered by the employee during the secondment (whether capable of being patented or registered or not) either alone or with any other person in connection with or in anyway affecting or relating to the business of the Trust or capable of being used or adapted for use therein or in connection therewith ("Works") shall be disclosed to the Trust and shall (subject to the provisions of the Patents Act 1977) belong to and be the absolute property of the Trust.

For further guidance, please contact your HR Advisory team and refer to HR56 Intellectual Property Policy.

6  Training Needs

There is no mandatory training associated with this guidance. If staff have queries about its operation or application, they should contact their line manager in the first instance.

7  Review process

In order that this document remains current, any of the appendices to the policy can be amended and approved during the lifetime of the document without the document strategy having to return to the ratifying committee.

8  Equality Impact Assessment

This policy does not have any detrimental effect on any of the Equality and Diversity strands for monitoring purposes as the policy is available to all staff.

9  Process for Monitoring Compliance

The application of this policy will be monitored by Human resources and the TNCC in line with the equality and diversity agenda to ensure it is applied consistently across the organisation.

Where a request for a secondment is refused by a manager, this decision must be recorded on the individual’s personnel file clearly stating why it was not possible to grant permission for the secondment to take place.

<table>
<thead>
<tr>
<th>Aspect of compliance or effectiveness being monitored</th>
<th>Monitoring method</th>
<th>Responsibility for monitoring (job title)</th>
<th>Frequency of monitoring</th>
<th>Group or Committee that will review the findings and monitor completion of any resulting action plan</th>
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<td>Workforce Directorate</td>
<td>Monthly reports</td>
<td>Workforce Committee</td>
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10 References

www.nhsemployers.org for general advice on secondments
www.nhsemployers.org Agenda for change handbook - Secondments

11 Associated Documents

Appendix A – Internal Secondment template agreement
Appendix B – External Secondment template agreement
Appendix C – Equality Impact assessment
INTERNAL SECONDMENT AGREEMENT

Name of Secondee:

Details of substantive post:

Job Title:  
Manager’s Job Title:

Location:

Hours per week, days worked and wte:

Salary:  
Grade/Band:

Allowances etc:

Details of secondment post:
(Please attach job description/person specification)

Job Title:  
Manager’s Job Title:

Location:

Hours per week, days worked and wte:

Salary:  
Grade/Band

Allowances etc:

Period of secondment:  From:  
To:

Special Conditions:  (if any) e.g. Eligibility for travel expenses

In all other respects, your current terms and conditions of employment will remain unchanged during the secondment.

*At the end of your secondment you will normally return to your substantive role on your substantive terms and conditions of employment unless you have been notified otherwise in accordance with section 5.5 and Section 8 of the policy *

Signed (by substantive Manager) ………………………………..Date ……………………

Signed (by host Manager) …………………………………………..Date ……………………

I accept the above secondment on the terms and conditions specified.

Signed (by secondee) …………………………………………..Date ……………………

Copies: Managers x 2, Secondee
Pay Services, Personal File
EXTERNAL SECONDMENT AGREEMENT
HR03 Policy for Secondments

This agreement is issued as a supplement to and should be read in conjunction with a current contract of employment and sets out the terms and conditions on which The Shrewsbury & Telford Hospital NHS Trust seconds the undermentioned.

Name:

Name of Employer: The Shrewsbury & Telford Hospital NHS Trust
(hereinafter referred to as the “Trust”)

Title of Secondment Post:

Organisation seconded to: name
(hereinafter referred to as the “Host”)

Managerially accountable to in the Host: Job Title (hereinafter referred to as your “Manager”)

Professionally accountable to in the Host: (if different - Job Title)

1. Period of secondment: from <date> to <date>

Upon the expiry of the secondment period you will return to the Trust on your substantive terms and conditions of employment.

**If the post will not or may not exist at the end of the secondment period then alternative arrangement will be necessary. Managers should liaise with Human Resources before agreeing to the secondment and refer to Section 5.5 and Section 8 of the policy**

The secondment may be ended before this time at the absolute discretion of the Host by the giving of ………months’ notice to the Trust and secondee.

2. Hours of Work

Whilst on secondment your normal hours of work will be …… hours per week (excluding meal breaks) [the full time standard hours for this post are …….]. The Host reserves the right to vary these hours following consultation with you.

As a condition of this secondment you may be asked to work additional hours by the Host to meet the demands of the service. Your Manager will determine arrangements for payment/time off in lieu and additional payments will be borne by the Host.

3. Duties and Location

You will normally be based at ……………… However, as a term of your secondment you may also be required to work at or from any other of the Host’s establishments or at such other location as is required for the proper performance of your duties or for your continuing personal or professional development.

In addition to your normal duties during the secondment, you may be required to undertake various other duties within your competence beyond the confines of your normal role.
4. **Remuneration**

Your salary during the period of secondment will be £………….. per annum. Your pay review date and the basis for that review will be as per your substantive contract with the Trust unless otherwise agreed.

*You will also be eligible for the following additional payments :- (*List or delete if not applicable*)

- e.g. Overtime
- Unsocial hours enhancements
- Uniform/Mufti

5. **Annual Leave**

5.1 Whilst on secondment all annual leave has to be booked with and agreed by the Host. Your annual leave entitlement will be as per your contract of employment.

5.2 Whilst on secondment the public holidays recognised by the Host will apply and your entitlement to paid public holidays will be as per your contract of employment.

6. **Notice Periods**

In the event you decide to resign from your employment with the Trust during the period of the secondment you will still be required to give the Trust the period of notice as detailed in your contract of employment.

7. **Pension**

Membership of the NHS Pension Scheme is not affected by this secondment and contributions will continue to be deducted from your salary in accordance with the normal rules of membership.

8. **Sickness or Other Absence**

For the duration of the secondment you will be expected to comply with the Host’s local sickness absence reporting arrangements. However, the Trust’s Sickness Absence Policy will still apply. (HR31)

In all other respects, the Trust’s normal policies on absences from work will apply.

9. **Discipline**

In the event that an issue arises that needs to be dealt with under the disciplinary policy, the Trust’s policy and procedure will apply. (HR36)

10. **Grievance Procedure**

In the event that an issue arises that needs to be dealt with under the grievance procedure, you should raise this with your Manager in the Host. If the grievance cannot be resolved informally then the Trust’s grievance procedure will apply.
11. Personal and Professional Development

11.1 It is agreed that you will take responsibility for your continuing professional development whilst on secondment to ensure you maintain a high standard of professional competence and conduct, taking into account the recommendations of your professional association. The Host will wish to support your continuing development and you should regularly review your personal development plan with your Manager, who will advise on the support available.

11.2 In addition to any mandatory/statutory training, you will be expected to undertake training and development activities either deemed by the Host to be necessary for the discharge of your duties whilst on secondment and/or as identified in your personal development plan and agreed with the Trust.

11.3 Professional Registration

(Registered Healthcare Professionals) For posts which require you to be a practising clinician, your employment is conditional upon you being registered with your professional association/organisation and the Trust and Host will require periodic proof of continuing registration. Failure to maintain registration may lead to dismissal, subject to the Trust’s disciplinary procedures, although before taking any such action the Trust would give due regard to the circumstances involved. (Please refer to SaTH policy HR04 Policy for the Verification of Professional Registration)

11.4 Professional Indemnity

(Doctors and Dentists only) Whilst the Trust does not require you to subscribe to a medical defence organisation, you are advised to maintain medical defence membership in order to ensure that you are covered for any work which does not fall within your NHS employment within the Trust.

12. Health and Safety

12.1 You have a duty under health and safety legislation to take reasonable care for the health and safety of yourself and of others who may be affected by your actions or behaviours. Whilst on secondment you must familiarise yourself with the Host’s Health and Safety at work General Policy Statement and supporting policies and procedures applicable to other organisation and to your area of work. In addition you have a responsibility to cooperate with the Host’s management and others in meeting statutory requirements.

12.2 Neither the Trust nor the Host accepts any responsibility for damage to or loss of your personal property whilst at work or elsewhere. You are, therefore, recommended to consider insuring your own property.

13. Confidentiality

During the course of your secondment you may find yourself in possession of information (e.g. relating to patients, clients, staff or the working of the Host) the disclosure of which could be construed as a breach of confidentiality. Any such breach of confidentiality will normally be considered a serious disciplinary offence, which could result in dismissal.
14. **Standards of Business Conduct**  
*(refer to SaTH policy HR52 Standards of Business Conduct)*

14.1 Declaration of Interests

14.1.1 You must declare any controlling or significant financial interest held by you or any close relative or associate of yours in any organisation (e.g. private company, public sector organisation, voluntary organisation) which may compete for a contract to supply either goods or services to the Host and/or the Trust during the period of your secondment. All such interest must be declared to your Manager, in writing either on commencement of your secondment with the Host or upon acquisition of the interest. Failure to declare a relevant interest may lead to disciplinary action being taken against you.

14.1.2 Additionally, you must not compete against the Trust or the Host organisation to provide goods or services to a third party during the period of your secondment. The restriction applies to you in a personal or professional capacity and also to any organisation in which you hold a controlling or significant financial interest (e.g. private company, partnership). Failure to comply with this requirement will normally be regarded as gross misconduct and will normally result in your dismissal.

14.2 Accepting or Offering Improper Inducements

It is agreed that you will not accept gifts, hospitality or any other benefit from any person or business with whom you are involved during the period of your secondment with the Host. Articles of low intrinsic value, such as diaries or calendars, may be accepted where refusal is likely to cause offence to the donor. In any case of doubt, you should seek the advice of your Manager. Under no circumstances should monetary gifts be accepted.

It is also agreed that you will not offer any benefit, whether financial or in kind, to any other party (other than promotional items approved by the Trust/Host). Failure to comply with these requirements may lead to disciplinary action being taken against you.

14.3 The arrangements covering the use by staff of IT facilities for personal or business use are set out in the Trust’s and Host’s policies, a copy of which is available from your manager. All documents, e-mails, records and other data created or received by staff on these facilities and all other usage of them are subject to monitoring by the parent organisation. Documents, etc., held on a PC or disk are NOT private and may be accessed by officers of the parent organisation.

14.4 Staff Identification System

You will be required to comply with the Host’s procedures in respect of uniform/dress.

14.5 Personal Appearance

You will be required to comply with the Host’s policy/codes in respect of uniform/dress. You are required to wear any safety or protective clothing/equipment provided to you for use when undertaking your duties.

14.6 Other Employment

As a NHS employee, you are advised not to engage in outside employment that may conflict with your secondment or be detrimental to it. You must inform your Manager within the Host if you think you may be risking a conflict of interest in this area.
15. **NHS Indemnity – Clinical Negligence**

During your period of secondment the Host takes direct responsibility for costs and damages arising from clinical negligence where the Host is vicariously liable for the acts and omissions of its staff. Indemnity does not cover any private work or "good Samaritan" acts you may undertake, whether or not this work is on the Host’s premises, and you are advised to ensure you have professional liability cover before undertaking any such work.

Indemnity does not apply to actions of an unprofessional or potentially criminal nature.

16. **Special conditions**

*e.g. if eligible for travelling expenses*

Signed (on behalf of the Trust) ........................................... Date..........................

Name ...................................................... Designation:........................................

Signed (on behalf of the Host) ................................. Date..........................

Name ...................................................... Designation:........................................

I confirm I have received a copy of this document and agree to being seconded on the terms and conditions specified.

Signed (by the employee)................................. Date ..........................

Name (capital letters) ..........................................................

Copies: Managers x 2, Secondee, Pay Services, Personal File
### Equality Impact Assessment Form

#### Stage 1 – Initial Assessment

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<th>Managers Name</th>
<th>Bridget Chambers</th>
</tr>
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<td></td>
<td>HR Manager</td>
</tr>
<tr>
<td><strong>Function, Policy, Practices, Service</strong></td>
<td>HR03 Policy for Secondments</td>
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<tr>
<td><strong>Purpose and Outcomes – intended and differential</strong></td>
<td>The policy establishes standardised arrangements when staff are temporarily seconded within the Trust or to an external organisation</td>
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<td><strong>Implementation Date</strong></td>
<td>(after ratification by the Trust Board)</td>
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<td><strong>Who does it affect?</strong></td>
<td>All employees wishing to undertake a secondment internally or externally</td>
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<td><strong>Consultation Process</strong></td>
<td>HR; TNCC; Managers; PAG; HEC;</td>
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<td><strong>Communication and awareness</strong></td>
<td>HR page on the intranet; Staff Quarterly Newsletter; Team Briefs;</td>
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For completion of the following table please see point 7 in the guidance notes.

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<th>(b) Negative Impact</th>
<th>Reason/Comment</th>
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<td>None</td>
<td>None</td>
<td>Any member of staff may apply for a period of secondment either within the Trust or externally.</td>
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<tr>
<td>Women</td>
<td>None</td>
<td>None</td>
<td>The conditions under which the Trust will agree to any secondment are outlined in Section 2 and apply equally to all staff.</td>
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<td>Transgender</td>
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<td>The conditions do not impact on any of the Protected Characteristics positively or negatively as detailed within the Equality Act 2010.</td>
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<td>None</td>
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</tr>
<tr>
<td>Younger People (17-25) and children</td>
<td>None</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Older People (50+)</td>
<td>None</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Faith groups (please specify)</td>
<td>None</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

Following completion of the Stage 1 assessment, is Stage 2 (Full Assessment) necessary? **No**

Date Completed: January 2013. Signed by Manager completing the assessment: Bridget Chambers.