

Reporting to:	Trust Board, 30 June 2016
Title	Policy and Procedure for Secondments (W15)
Sponsoring Director	Victoria Maher, Workforce Director
Author(s)	Louise Graham, Recruitment Manager
Previously considered by	TNCC Policy Group (April and October 2015 and May 2016), TNCC (June 2016), Policy Approval Group (June 2016)
Executive Summary	<p>The Workforce Team are working with managers and staff side colleagues to review and streamline our employment policies in order that they are more customer-focused and fit for purpose. The Policy for Secondments and Procedure document forms part of the Performance and Development Cluster.</p> <p>The Policy for Secondments and Procedure document provides information for employees and managers on internal secondments, external secondments and the terms of secondment.</p> <p>The Procedure also includes supporting documentation consisting of: template letters, external secondment agreement and flow charts.</p>
Strategic Priorities	
1. Quality and Safety	<input type="checkbox"/> Reduce harm, deliver best clinical outcomes and improve patient experience. <input type="checkbox"/> Address the existing capacity shortfall and process issues to consistently deliver national healthcare standards <input type="checkbox"/> Develop a clinical strategy that ensures the safety and short term sustainability of our clinical services pending the outcome of the Future Fit Programme <input type="checkbox"/> To undertake a review of all current services at specialty level to inform future service and business decisions <input type="checkbox"/> Develop a sustainable long term clinical services strategy for the Trust to deliver our vision of future healthcare services through our Future Fit Programme
2. People	X Through our People Strategy develop, support and engage with our workforce to make our organisation a great place to work
3. Innovation	<input type="checkbox"/> Support service transformation and increased productivity through technology and continuous improvement strategies
4. Community and Partnership	<input type="checkbox"/> Develop the principle of 'agency' in our community to support a prevention agenda and improve the health and well-being of the population <input type="checkbox"/> Embed a customer focussed approach and improve relationships through our stakeholder engagement strategies
5. Financial Strength: Sustainable Future	<input type="checkbox"/> Develop a transition plan that ensures financial sustainability and addresses liquidity issues pending the outcome of the Future Fit Programme
Board Assurance Framework (BAF) Risks	<input type="checkbox"/> If we do not deliver safe care then patients may suffer avoidable harm and poor clinical outcomes and experience <input type="checkbox"/> If we do not work with our partners to reduce the number of patients on the Delayed Transfer of Care (DTC) lists, and streamline our internal processes we will not improve our 'simple' discharges. X Risk to sustainability of clinical services due to potential shortages of key clinical staff <input type="checkbox"/> If we do not achieve safe and efficient patient flow and improve our processes and capacity and demand planning then we will fail the national quality and performance standards <input type="checkbox"/> If we do not get good levels of staff engagement to get a culture of continuous improvement then staff morale and patient outcomes may not improve <input type="checkbox"/> If we do not have a clear clinical service vision then we may not deliver the

	<p>best services to patients</p> <p><input type="checkbox"/> If we are unable to resolve our (historic) shortfall in liquidity and the structural imbalance in the Trust's Income & Expenditure position then we will not be able to fulfil our financial duties and address the modernisation of our ageing estate and equipment</p>
<p>Care Quality Commission (CQC) Domains</p>	<p>X Safe</p> <p><input type="checkbox"/> Effective</p> <p><input type="checkbox"/> Caring</p> <p><input type="checkbox"/> Responsive</p> <p><input type="checkbox"/> Well led</p>
<p><input type="checkbox"/> Receive <input type="checkbox"/> Review</p> <p><input type="checkbox"/> Note X Approve</p>	<p>Recommendation</p> <p>Trust Board are asked to REVIEW and APPROVE the Policy for Secondments and Procedure document. This will replace the existing Secondment Policy.</p>

Policy for Secondments W15

Part of Policy Cluster for Performance and Development Policies

Human Resources Policy Cluster Ref. B

Within the Cluster additionally refer to:

- Development and Training
- Annual Appraisal and Pay Progression
- Acting Up
- Sponsorship of Healthcare Workers for Professional Registration Training
- Employee Performance Management Policy

Within relevant Clusters additionally refer to:

- Equality and Diversity
- HS11 Management of Health and Safety: Risk Assessment Forms
- Recruitment and Selection
- CRB

Version:	1.5
Originally issued	2005
Approved by	TNCC
Date approved	June 2016
Ratified by:	Trust Board
Date ratified:	30 th June 2016
Document Lead	Recruitment Manager
Lead Director	Workforce Director
Date issued:	1 st July 2016
Review date:	30 th June 2021
Target audience:	All Staff, Managers

Policy for Secondments
W15

Version Control Sheet

Document Lead/Contact:	Louise Graham louise.graham@sath.nhs.uk
Document ID	HR Policy Cluster Ref. B Policy No W15
Version	1.5
Status	Final
Date Equality Impact Assessment completed	7 th October 2015
Issue Date	1 st July 2016
Review Date	30 th June 2021
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; secondee; internal; external; expenses; Secondment agreement; host organisation;
Dissemination	Staff Quarterly Updates; HR pages of Intranet;

Policy Version History

**Workforce Policy W15 part of Policy Cluster. B
Version History**

Version	Date	Author	Status	Comment
1.1	April 15	Louise Graham	Draft	TNCC Policy Meeting in April 2015
1.2	Oct 15	Louise Graham	Draft	Revised wording to draft policy
1.3	May 16	Louise Graham	Draft	Revised wording to draft policy, for discussion at May TNCC Policy Meeting
1.4	May 16	Louise Graham	Draft	Revised wording to draft policy following working party
1.5	June 16	Louise Graham	Draft	Revised wording to draft policy following June TNCC Policy meeting

**Previous individual policy version history overleaf
Relevant Policy Version History**

Policy for Secondments – previously HR03

Version	Date	Author	Status	Comment
2.3	Mar 13		Final	Agreed by Trust Board

Policy for Secondments
W15

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Policy on a page – Policy for Secondments W15

The Policy for Secondments and Procedure document provides information for employees and managers on:

- **Internal secondments** – detailing the purpose of a secondment, the paperwork needed to advertise a secondment opportunity and how to recruit
- **External secondments** – explaining how employees can apply for an external secondment and guidance for managers when responding to such requests
- **Terms of secondment** – including information on financial and management arrangements during and after the secondment period

The Procedure also includes supporting documentation consisting of:

- **Template letters** for managers to agree or decline a secondment request,
- **External secondment agreement**
- **Flow charts** detailing the process to be used for appointment to substantive post following a fixed term contract or secondment and host managers process for recruiting a secondee.

Furthermore, the policy outlines roles and responsibilities for secondees (employees), seconding managers (line managers), host organisation, Human Resources and the Recruitment Team.

1 Policy Statement

- 1.1 The aim of this policy is to provide staff with development opportunities. The Trust believes that secondment enables employees to gain experience and exposure to a range of situations, which may not be available to them in their substantive post. Furthermore, it also provides the Trust with a means of resourcing short-term assignments or projects by seconding staff from other departments and other organisations.
- 1.2 This policy forms part of the Policy Cluster for Performance and Development.
- 1.3 Reference should be made where appropriate to policies relating to Recruitment and Selection.
- 1.4 This policy is supported by Trust Procedure that is available from the Trust Intranet, including flowchart providing an overview of the processes, additional guidance, Frequently Asked Questions (FAQ's) and Standard Documents/Forms and Letters.
- 1.5 In implementing this policy, managers must ensure that all staff are treated fairly and within the provisions and spirit of the Trust's Equality and Diversity Policy (HR01). Special attention should be paid to ensuring the policy is understood when using it for staff new to the NHS or Trust, by staff whose literacy or use of English is weak or for persons with little experience of working life.

2 Scope

- 2.1 This policy applies to staff who are considering applying for a secondment, 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. A separate policy exists for secondment for professional registration or second registration training.

3 Definitions

- 3.1 **Secondment** – 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. It also refers to the acceptance of a member of staff from another organisation coming into the Trust on a loan or temporary basis.

Seconding manager – current line manager, prior to the secondment

Host manager – line manager during the period of secondment

Hiring Manager – manager wishing to appoint an employee into a secondment opportunity

Expression of interest – a document prepared by the prospective secondee detailing their skills, experience and knowledge in respect of the role.

4 Duties and Responsibilities

- 4.1 Secondee (employee)

- Ensuring they discuss with their manager and have their support prior to applying for any secondment.
- Attending any meeting(s) arranged in accordance with this procedure.
- Adhering to Trust policies and procedures throughout the duration of any secondment, for example reporting sickness absence.
- Adhering to any local policies and procedures as requested by the host organisation.

4.2 Seconding Managers (Line Manager)

- Implementing this policy fairly, giving due consideration to any request for a secondment.
- Ensuring that the requirements of the secondment are fully agreed. In the case of an external secondment, this will include confirming who will pay for additional costs e.g. mileage, enhancements etc.
- Ensuring that the secondee is made aware of any developments or changes that may impact on them in their substantive role e.g. organisational change, reconfiguration of services etc.
- Making available all relevant information and ensuring that all employees are aware of their responsibilities and of opportunities available to them.
- Liaising with other relevant departments as required i.e. Recruitment, HR, Corporate Education, Pay Services, Pensions, and Occupational Health.
- Maintaining accurate records in accordance with this policy.

4.3 Host Organisation

- Drawing up and agreeing the external secondment agreement, including any relevant details regarding remuneration, mileage etc due to be paid during the period of the secondment.
- Liaising with the seconding manager in respect of the secondment duration and any possible extensions.
- Alerting the seconding manager to any concerns regarding the secondee such as sickness absence, conduct etc.

4.4 Human Resources and Recruitment teams

- Providing support and guidance to staff and managers on the implementation and application of this policy.
- Monitoring the application of this policy cluster and update it as required.

5 Internal Secondment Opportunities

5.1 Internal secondment opportunities will be advertised via the Trust's NHS Jobs website or locally where applicable. Further information concerning this can be found in the Procedure Document to support this policy.

5.2 Appointments may be made in accordance with the Trust's Recruitment and Selection Policy.

6 External Secondments

6.1 In most cases, secondments will be to other NHS bodies or to partner organisations, although consideration will be given to supporting secondments in other sectors if the service can accommodate it and is beneficial to the organisation and individual's development. Further information concerning this can be found in the Procedure Document to support this policy.

7 Terms of secondment

7.1 The secondment agreement will be set out in accordance with the relevant document (internal or external). Further information concerning this can be found in the Procedure Document to support this policy.

- 7.2 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 at the end of the secondment.
- 7.3 In the case of a secondment to an external organisation the Trust will not normally pay travelling expenses. In exceptional circumstances the Trust may agree to pay travelling expenses. These will be at public transport rate for Medical and Dental Staff or at the reserve rate for Agenda for Change staff or for lease car holders lease car rate as appropriate. This does not prevent a separate agreement being reached between the host organisation and the secondee.
- 7.4 During the period of secondment the individual remains an employee of the Trust and retains their normal terms and conditions of service other than for temporary variations in terms as may be agreed for the specific purpose and duration of the secondment.
- 7.5 The secondment will normally last for no more than one year and the individual will usually return to their previous position at the end of the secondment. The secondment can be terminated early if circumstances dictate.
- 7.6 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. Further information concerning this can be found in the Procedure Document to support this policy.
- 7.7 Any extension to the period of secondment must be agreed by all parties before it is confirmed with the secondee.
- 7.8 Where the secondee's substantive role is to be affected by organisational change during the secondment or immediately afterwards, the secondee will be fully informed of the process and treated as if they were at work in their substantive post.

8 Intellectual Property

- 8.1 Trust staff seconded to another organisation or employees of another organisation hosted by the Trust under contract are subject to the arrangements for the ownership of Intellectual Property agreed between the Trust and that organisation. For further information, please refer to the Trust's Intellectual Property Policy.

9 Training

- 9.1 Training required to fulfil this policy will be provided in accordance with the Trust's Training Needs Analysis. Management and monitoring of training will be in accordance with the Trust's Development and Training Support Policy (HR59).
- 9.2 This information can be accessed via the Learning Zone pages on the Trust intranet.

10 Review Process

- 10.1 The Trust will review this policy every 5 years, unless there are significant changes at either national policy level, or locally.

11 Equality Impact Assessment (EQIA)

11.1 This policy applies to all employees equally.

12 Process for Monitoring Compliance

Aspect of compliance or effectiveness being monitored	Monitoring method	Responsibility for monitoring	Frequency of monitoring	Group or Committee that will review the findings and monitor completion of any resulting action plan
Access and uptake to be monitored	At policy review access and uptake of policy entitlement to be reviewed	HR Team	On policy review	TNCC
Organisations expectations in relation to staff training	Management and monitoring of training will be in accordance with the Trust's Development & Training Support (HR59) and Risk Management Training Policy			

13 References

Legislation

- Equality Act 2010
- Employment Rights Act 1996

Other references

The NHS Employers Website provides further information on managing NHS employees www.nhsemployers.org

- NHS Terms and Conditions Service Handbook (AfC)

**Workforce Directorate Policy W15 – Secondments Procedure
Cluster B – Performance and Development**

Procedure – including Flowcharts, FAQ and Relevant Forms/Paperwork

Frequently Asked Questions

Recruiting to a secondment

1. What is the purpose of a secondment?
2. What paperwork is needed to advertise a secondment?
3. How do I find out about secondment opportunities?
4. When can I recruit to a secondment using expressions of interest?
5. How are secondment opportunities recruited to?
6. Who can apply for a secondment?
7. What paperwork is needed to confirm a secondment agreement?

Financial arrangements

8. What will my salary be?
9. How will I get paid?
10. Will I be entitled to travelling expenses?

Management arrangements during secondment

11. Will I need to attend a corporate/local Induction programme/statutory training?
12. Will I need to maintain my professional registration if my secondment does not require this?
13. Who will manage my performance during the secondment?
14. Who will manage my attendance during the secondment?
15. What happens if I need to commence a period of Maternity / Adoption / Parental leave during my secondment?
16. Do I need to keep in touch with my manager whilst on secondment?
17. How will I be kept informed of any developments if my role is affected by organisational change?

Ending/extending the secondment

18. Can a secondment be terminated early?
19. Can a secondment be extended?
20. What happens at the end of the secondment agreement?
21. What happens if the secondment becomes permanent at the Trust?

Applying for secondment opportunities

22. Will a request for a secondment either within the Trust or to another organisation be agreed?
23. What criteria will be applied when deciding whether or not a secondment request is approved?
24. What if I disagree with my managers decision not to support my secondment?

Appendix A - Template Letter – Manager agrees to a secondment request

Appendix B - Template Letter – Manager declines secondment request

Appendix C - External Secondment Agreement

Appendix D - Process to be used for appointment to a substantive post following a fixed term contract or secondment

Appendix E – Host Managers process for recruiting a secondee

Recruiting to a secondment

1. What is the purpose of a secondment?

All secondments should have a specific purpose, most commonly this may be:

- To fill a vacancy where the host department or organisation lacks the expertise to undertake a specific piece of work.
- For personal or career development.
- To cover work of a specialist nature where the skills required are likely to be best provided by individuals or groups of staff within the current workforce or external organisations.
- To cover Maternity leave or sickness absence.

2. What paperwork is needed to advertise a secondment?

You will need to complete an 'Advertising Request form', available from the Trust's Recruitment pages on the intranet. Once this has been authorised, you will need to email this along with the most up to date job description and person specification for the role to: recruitment@sath.nhs.uk

3. How do I find out about secondment opportunities?

Secondment opportunities will be advertised via the NHS Jobs website where they can be advertised internally or externally or via other means e.g. website, journals etc. In exceptional circumstances, by inviting expressions of interest, *see question 4*.

4. When can I recruit to a secondment using expressions of interest?

Expressions of interest can only be used as an alternative to advertising on NHS Jobs in circumstances where the secondment needs to be restricted. This could be due to financial constraints, tight deadlines or where the skills and expertise only exist within a specific department/staff group or service.

5. How are secondment opportunities recruited to?

An appropriate recruitment and selection process, including interviews, should be carried out in all but exceptional circumstances to assess the suitability of applicants for a secondment within the Trust. However, in exceptional circumstances, for example to meet service needs, skill requirements or where there may not be enough time to advertise a role, an employee may be seconded to undertake a specific role without going through the recruitment process.

This decision will be at the discretion of the Chief Operating Officer (COO) or, if appropriate, Executive Director in consultation with a Human Resources representative. In this situation, an individual may be seconded into a role for up to a maximum of three months and the manager of the secondment must review the situation before the secondment period ends. If the secondment is to continue beyond three months then it should be advertised and the secondee must then apply in the normal manner with other applicants.

6. Who can apply for a secondment?

Trust employees or individuals external to the Trust, dependent upon whether the post is advertised internally or externally. All individuals must discuss the secondment opportunity with their line manager prior to applying for the role.

7. What paperwork is needed to confirm a secondment agreement?

Prior to confirming your secondment with the Trust, the Recruitment Team will undertake any necessary pre-employment checks. These may include DBS, Occupational Health and reference checks in accordance with NHS Employers standards. Once these have been approved by your host manager, you will receive a copy of your internal secondment agreement or confirmation document if you are being seconded from another organisation into the Trust.

If you have applied and are successful for an external secondment from the Trust into another organisation, you will receive a copy of your external secondment agreement (**see Appendix C**) from your substantive manager. An ESR external secondment form will also be completed by your substantive manager.

Financial arrangements

8. What will my salary be?

Your salary arrangements will be in accordance with the terms and conditions of the secondment. If you are currently employed on Agenda for Change (AFC) conditions, then:

- If the pay band for the secondee's substantive post is the same as for the secondment post, the salary will remain the same.
- If the pay band for the secondment post is higher, the salary will be set at the minimum of the pay band. If this results in no pay increase, the salary should be set at the first pay point in the pay band which would deliver a pay increase.
- If the secondee's substantive band and salary exceeds that of the secondment post, the secondee will normally receive the salary of the secondment post.

For Medical and Dental staff, please refer to the Medical Staffing Department for further information regarding salary arrangements.

9. How will I get paid?

If you currently work within the Trust and are seconded internally, you will remain on the Trust's Payroll, although pay may be transferred to a different budget code. If you are seconded externally outside of the organisation, you will remain on the Trust's Payroll, however your salary costs will be recharged to the host employer. Pay awards/annual increments will continue to be applied and your original incremental date will remain the same during the secondment or be amended in line with AFC rules if you have been temporarily promoted (as detailed above).

For Medical and Dental staff, please refer to the Medical Staffing Department for further information regarding salary arrangements.

If you are seconded into the Trust from an external organisation, you will normally remain on the payroll of your substantive employer, unless otherwise agreed by both the Trust and external organisation's Finance departments.

10. Will I be entitled to travelling expenses?

Prior to starting your secondment, your host manager will discuss whether or not travelling expenses will be payable during your secondment. If agreed, these will be documented as part of your secondment agreement.

If you are going to be seconded outside of the organisation and travelling expenses are agreed, written confirmation will be required from the host organisation in order for the Trust's Finance department to re-charge for salary and appropriate travel expenses and other payments.

Management arrangements during secondment

11. Will I need to attend a corporate/local Induction programme/statutory training?

Yes, you will need to attend any training required during the period of your secondment.

12. Will I need to maintain my professional registration if my secondment does not require this?

If your substantive post requires you to be registered with a professional body and your proposed secondment is to a post where such a requirement is not necessary, (e.g. a trained nurse being seconded to one of the corporate departments), you must maintain your registration. Secondments may require a return to the NHS/clinical environment for short periods during the term of the secondment to assure registration. In the event of failure to maintain professional registration, the process outlined in the Trust's Professional Registration Policy and associated procedures will apply.

13. Who will manage my performance during the secondment?

Your host manager will be responsible for managing your performance during your secondment. Should there be any concerns e.g: performance issues, work allocation, supervision etc, the matter should be raised informally in the first instance with the aim of finding a satisfactory resolution.

If this is not achieved or the matter is of a particularly sensitive nature which would preclude such a discussion, the matter should be referred to the Trust's HR department who will be able to advise both parties and where appropriate, the matter may be need to be addressed through the Trust's relevant formal procedures.

If you have been seconded to the Trust from another organisation, any formal disciplinary, conduct or grievance processes will be organised and conducted in accordance with your substantive organisation's formally agreed procedures. The host employer (or management representative) may be asked to contribute to proceedings as appropriate to the circumstances in question.

Performance appraisals will take place in accordance with the Trust's Annual Appraisal and Pay Progression Policy (W12) but both the substantive manager and the host manager will contribute to the process. If you are employed by the Trust, the outcome will contribute to formal Trust records.

14. Who will manage my attendance during the secondment?

Throughout the secondment, your 'host' manager is responsible for ensuring your attendance records are maintained and that all approved (e.g. annual leave, sickness absence, special leave) absences are reported to your substantive manager / employer to ensure that accurate records are maintained and relevant payments are made accordingly.

15. What happens if I need to commence a period of Maternity / Adoption / Parental leave during my secondment?

If, during the secondment, you need to start a period of maternity, parental, adoption or long term sick leave (4 weeks) then the leave and replacement arrangements will be managed by your host manager in conjunction with the seconding manager/employer and their relevant policy.

16. Do I need to keep in touch with my manager whilst on secondment?

During the secondment it is important that you keep in touch with your substantive manager, so that you are kept up to date with regard to any developments appropriate to your work. Both your substantive manager and yourself should therefore agree the frequency and method of contact.

17. How will I be kept informed of any developments if my role is affected by organisational change?

Your substantive manager will ensure that you are fully consulted with in line with relevant Trust policies and procedures regarding any proposal that affects your substantive role.

Ending/extending the secondment

18. Can a secondment be terminated early?

In certain circumstances an agreed secondment may be terminated early (i.e. before the agreed end date) for example if there is an early return from maternity leave, service delivery reasons or the secondee wishes to return to their substantive post earlier than anticipated. If your secondment was to be terminated earlier than originally anticipated, this would need to be discussed and agreed by both your substantive manager/organisation and the host manager/organisation. Other than in exceptional circumstances you should be given a minimum of one month's notice of termination of the secondment.

19. Can a secondment be extended?

Yes. A new secondment agreement would need to be completed and signed by all parties if it is intended to extend the secondment beyond the original end date. If your secondment were to exceed 12 months' duration, there will be no automatic right of return to your substantive role.

20. What happens at the end of the secondment agreement?

You will have the right to return to your substantive role if the secondment is less than 12 months. If your secondment is more than 12 months and it is not possible to return to your previous post, you will be offered an equivalent post on no less favourable terms and conditions. However, if you have been employed on a temporary basis initially and are successful in securing a secondment which exceeds the duration of the initial fixed term contract, there is no guarantee of a role upon the end of your secondment.

Your substantive manager will arrange to meet with you at least six weeks before the termination date of your secondment. This will give you the opportunity to discuss the return to your role or equivalent post and to update you on any developments within the department/team. Following this meeting, you will receive written confirmation of the discussion no later than four weeks prior to the end of your secondment.

21. What happens if the secondment becomes permanent at the Trust?

If you have been recruited into the secondment using the full recruitment process, your host manager may offer the post to you. Prior to offering a post the manager should refer to *'The Process to be used for appointment to a substantive post following a fixed term contract or secondment'* (please refer to Appendix E). If you were not recruited in to the role using the normal recruitment process, the post must be advertised in the usual manner.

Applying for secondment opportunities

22. Will a request for a secondment either within the Trust or to another organisation be agreed?

There is no automatic right to a secondment. Any request for a secondment is subject to the formal approval of the Trust and must be supported by your line manager, considering the needs of the service.

23. What criteria will be applied when deciding whether or not a secondment request is approved?

Your manager will take into account:

- How the secondment will support your personal and professional development.
- What benefits the secondment will bring to the organisation.
- Whether or not the service can allow you to be released for the period of the secondment

Template letters for supporting / declining a secondment can be found in Appendices A and B.

24. What if I disagree with my manager's decision not to support my secondment?

If you feel that the Secondment Policy has been applied unfairly, you should refer to the Trust's Grievance Policy.

Template Letter: Manager agrees to secondment request
(Word version available in Managers' Resources)

Appendix A

Strictly Private and Confidential

NAME
ADDRESS

Princess Royal Hospital / Royal Shrewsbury
Hospital
Apley Castle / Mytton Oak Road
Telford / Shrewsbury
Shropshire
TF1 6TF / SY3 8XQ

Tel: 01952 641222 / 01743 261000 ext. XXXX

DATE

Dear NAME

Re: Application for Secondment

Thank you for informing me of your request to apply for a secondment under the Trust's Policy for Secondments, copy enclosed.

After considering your request, I have decided that the department will be able to support you in your application for the post of *title of post* with *name of host organisation*, for the duration of *number of months*. Should your application be successful, I will make contact with your host employer to make further arrangements. In the meantime, please update me on the progress of your application.

I wish you the best of luck with your application.

Yours sincerely

Name
Position

Enc. Policy for Secondments

cc. Personal File

Template letter: Manager declines secondment request
(Word version available in Managers' Resources)

Appendix B

Strictly Private and Confidential

NAME
ADDRESS

Princess Royal Hospital / Royal Shrewsbury
Hospital
Apley Castle / Mytton Oak Road
Telford / Shrewsbury
Shropshire
TF1 6TF / SY3 8XQ

Tel: 01952 641222 / 01743 261000 ext. XXXX

DATE

Dear *(insert name of employee)*

Re: Application for Secondment

Thank you for informing me of your request to apply for a secondment under the Trust's Policy for Secondments, copy enclosed.

After seriously considering this request, I have decided that, unfortunately, I am unable to support your application for a secondment. The reason(s) that I have come to this decision are as follows, ***(refer to list below and provide as much information to support your decision as possible and delete as appropriate):***

- 1. Unreasonable burden of additional costs*
- 2. Detrimental affect on the ability of the service to meet service demands*
- 3. Detrimental impact on the provision of continuous standards of care to patients*
- 4. Inability to reorganise work among existing staff*
- 5. Inability to recruit additional staff*
- 6. Detrimental impact on quality or performance*
- 7. Insufficiency of work during the periods the employee proposes to work*
- 8. Planned structural changes*
- 9. Other*

I hope that you are able to understand my reasons behind this decision, however, if you feel that you have been unfairly treated you may contact a member of the Human Resources Department who will be able to advise you further.

Yours sincerely,

Name
Position

Enc. Policy for Secondments

cc. Personal File

EXTERNAL SECONDMENT AGREEMENT
W15 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 and Telford Hospital NHS Trust seconds the undermentioned.

Name:

Name of Employer: The Shrewsbury and 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 7.6 of the policy

The secondment may be ended before this time at the absolute discretion of the Host by the giving ofmonths' 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

**** Please ensure that you seek advice from the Trust's Pensions Department, prior to confirming your secondment**.** 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 Managing Attendance and Well-being 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 organisation. If the grievance cannot be resolved informally then the Trust's Grievance Policy (HR 16) 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.

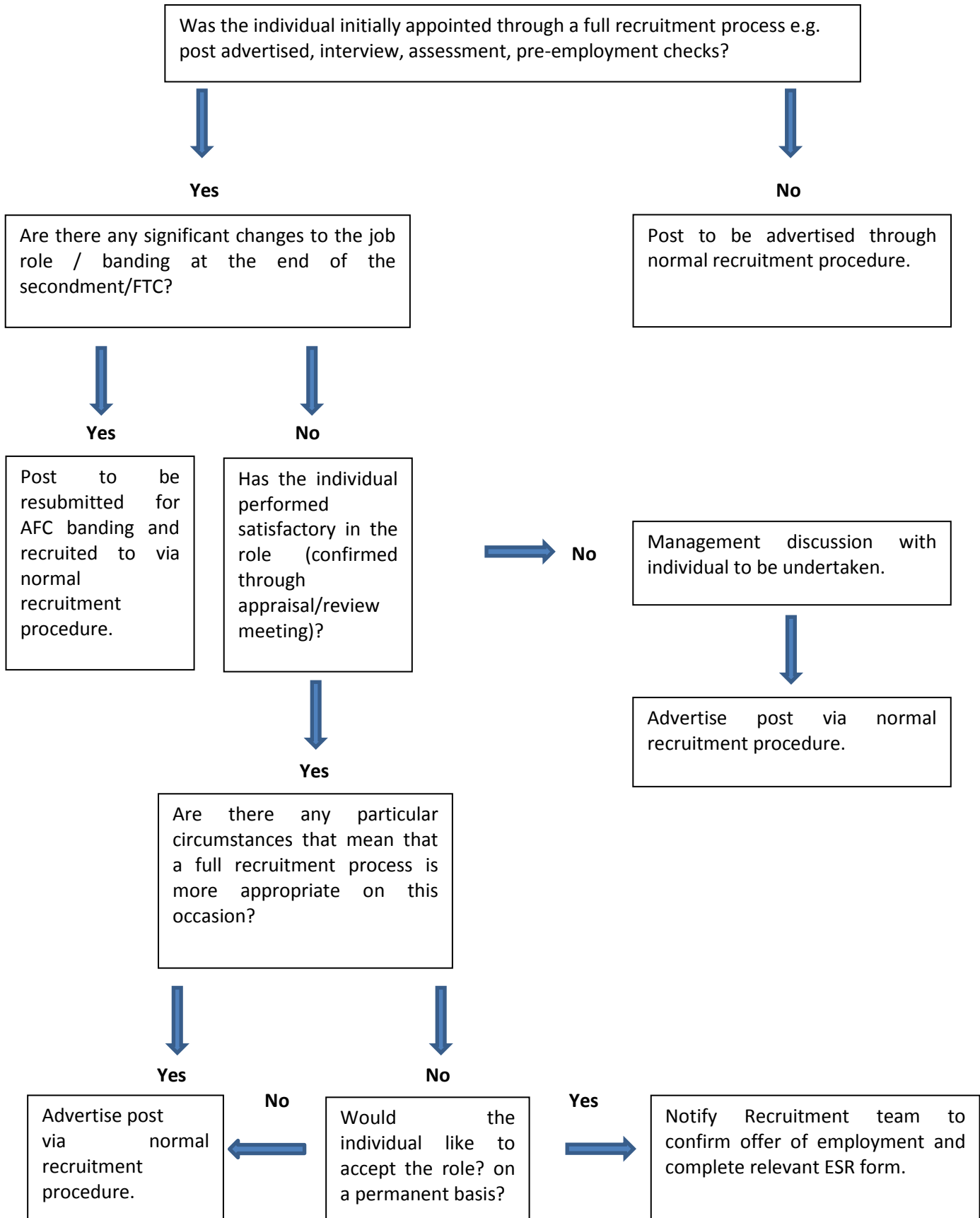
Signed (by the employee)..... Date

Name (capital letters)

Copies: Managers x 2, Seconded, Personal File

Process to be used for appointment to substantive post following a fixed term contract (FTC) or Secondment

Appendix D



Host Managers process for recruiting a secondee

