

Policy for Secondments W15

Part of Policy Cluster for Performance and Development Policies

Additionally refer to:

Development and Training Policy
Annual Appraisal and Pay Progression Policy
Acting Up Policy
Employee Performance Management Policy
Fixed term Contracts and Temporary Workers Policy
Recruitment Policy
Equality, Diversity and Inclusion Policy
HS11 Management of Health and Safety: Risk Assessment Forms

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Policy Version History

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Policy for Secondments
W15

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Policy on a Page

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 Document Statement

- 1.1 The aim of this Secondment policy is to provide employees with development opportunities to enhance their skills, knowledge and experience for the benefit of the individual and the Trust. 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, to and from other organisations.
- 1.2 The Secondment Procedure (Appendix 1) includes a flowchart providing an overview of the processes, additional guidance, Frequently Asked Questions (FAQ's) and Standard Documents/Forms and Letters.
- 1.3 In implementing this policy, managers must ensure that all staff are treated fairly and within the provisions and spirit of the Trust's Equality, Diversity and Inclusion Policy. Special attention should be paid to ensuring the policy is understood when using it for staff new to the NHS or Trust.

2 Scope

- 2.1 This policy applies to all 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 **Secondees (employee)**
 - Employees considering secondment opportunities must first discuss with their line manager to ensure they have their approval and 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 the Secondment agreement and reporting sickness absence.
- Adhering to any local policies and procedures as requested by the host manager or host organisation.

4.2 Seconding Managers (Line Manager)

- Implementing this policy fairly, responding to requests for secondments positively to support employee development. Refusal to release an employee on secondment would only be considered in exceptional circumstances where there is a strong business reason for doing so, which is supported by the Head of Department or equivalent senior manager
- 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 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 (external to the Trust)

- 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 can be found in the Secondment Procedure (Appendix 1).

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

6 External Secondments (into the Trust and to other organisations)

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 can be found in the Secondment Procedure (Appendix 1).

- 6.2 In exceptional circumstances individuals who are seconded into the Trust from another organisation and the secondment lasts 4 years or more must be employed on a permanent contract, Also see 7.6 on the potential risks of secondments lasting for 2 years or more.

7 Terms of secondment (also see Fixed Term Contracts & Temporary Workers Policy)

- 7.1 The secondment agreement covers both internal and external secondments. Further information can be found in the Secondment Procedure (Appendix 1).

- 7.2 In some cases, the secondment may be offered on 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. However, in exceptional circumstances the Trust may agree to pay travelling expenses, but this is decided on a case-by-case basis. These will be at public transport rates for Medical and Dental Staff or at the reserve rate for Agenda for Change staff or for lease car holders lease the relevant car rate as appropriate.

- 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 agreement should specify:
- The expected duration of the secondment
 - The post (including band) that the individual will return to at the end of the secondment (normally the individual's substantive post) and
 - That Protection of Pay will **not** apply at the end of the secondment or acting up period
 - Any special arrangements regarding the end of the secondment e.g. where there are changes in the individual's substantive role (see 7.7).
 - Seconding managers along with Host managers are expected to regularly review the secondment and arrangements with the secondee
 - Secondments will normally last for 12 months. In the event that the secondment is required to be extended see 7.8.

- 7.6 Recruiting managers should be aware that any staff seconded for longer than 2 years on fixed term contracts for a specific project / task, or where the post attracts specific funding may be entitled to a redundancy payment at the end of their contract. This also applies to permanent employees who take a fixed term contract for a specific project or task.

- 7.7 Where the individual will not be able to return to their substantive post 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. In the event that the employee's substantive post significantly changes whilst they are on secondment; the line

manager must consult with them in accordance with Trust policy. The outcome may result in a range of options for the employee which could include re-training in the new role on their return from secondment or the Trust will have an obligation to find suitable alternative employment. That is, the employee will be given preferential consideration for vacancies seen by the Trust as suitable alternative employment at, or in some circumstances one band below, their substantive band (pay protection to the individual's pay in their substantive post will apply). The employee may choose to be redeployed to a post that is more than one band below their substantive permanent post or to a post one band below their substantive band as opposed to the suitable alternative employment identified by the Trust. Please be aware that in these circumstances pay protection will not apply. Managers should refer all such cases to Human Resources. Further information concerning this can be found in the Fixed Term Contracts and Temporary Workers policy.

7.8 Any extension to the period of secondment must be agreed by all parties before it is confirmed with the secondee. In the event that the duration of the secondment goes beyond 12 months the secondee needs to be informed that if their substantive role changes in that time they will be consulted and a range of options considered as set out in 7.7 above. The host manager would need to complete a Payroll Change form to confirm the duration of the extension, the date it will end and the reason for the extension. This agreement must be confirmed in writing to the employee in line with the Secondment Procedure (Appendix 1) and a Payroll Changes form sent to Pay Services.

7.9 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. It is essential that the line manager of the substantive post holder ensures they are part of the consultation process.

7.10 **Ending Secondments**

As the secondment period comes near to an end, the Manager should confirm to the individual that their placement is to end and confirm this in writing with the reasons for not renewing the contract and invite them to a meeting to discuss this. This meeting should take place in sufficient time to allow the Manager to give the employee at least one month's notice, as outlined within the secondment agreement. Managers should liaise with the secondee's substantive Manager on the arrangements for the individual's return to their substantive post, as defined in the secondment agreement. Managers should also liaise with Human Resources. Notification must be sent to Pay Services that the secondment has ceased, the Payroll Changes form must state the details of the post to which the individual is returning

7.11 **Ending a Secondment Early**

In the event where it is necessary for business/service reasons to terminate the secondment before the due date the Host Manager should invite the employee to a meeting to discuss this and confirm to the individual that the secondment is to end. This meeting should also involve the individual's substantive line manager. Managers should provide the secondee with reasonable notice in line with the terms of the secondment agreement (normally one month's notice).

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.

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 3 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 and uptake of policy entitlement to be reviewed	HR Team	On policy review	JNCC
Organisation's expectations in relation to staff training	Management and monitoring of training will be in accordance with the Trust's Development & Training Support and Statutory and Mandatory 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)

Appendix 1: Secondment Procedure: including Flowcharts, FAQ and Relevant Forms/Paperwork & Frequently Asked Questions

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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. How is a secondment advertised?

Managers should normally use the standard advertising process via the Trust's TRAC system. Please contact the recruitment team for assistance if needed.

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. Opportunities should be open to all potentially suitable candidates.

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 these exceptional circumstances, 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 and seek approval to apply for

the secondment opportunity with their line manager prior to making the application 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. The higher pay band will only be paid for the duration of the secondment. Employees will revert to their pay and terms and conditions of their substantive post at the end of the secondment.
- 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.

In the case of a secondment to an external organisation the Trust will not normally pay travelling expenses. However, in exceptional circumstances the Trust may agree to pay travelling expenses, but this is decided on a case-by-case basis. These will be at public transport rates for Medical and Dental Staff or at the reserve rate for Agenda for Change staff or for lease car holders lease the relevant car rate as appropriate.

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 and maintain compliance with your statutory and mandatory training.

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 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 you and your substantive manager 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 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 is 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, in line with the Secondment policy you will be first consulted by the host manager and your substantive line manager about the potential implications. There may be a business or service need to change the nature of your role therefore at the point when the extension to your secondment ends the Trust will consider with you a range of options in particular finding suitable alternative employment to another role if it was necessary to fill your role in a different way. This will be part of the Secondment agreement which you will be advised of in writing.

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 into 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.

Line managers are encouraged to support a secondment opportunity as part of their employees' development. Refusal to release an employee on secondment would only be considered in exceptional circumstances where there is a strong business reason for doing so, which is supported by the Head of Department or equivalent senior manager.

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.



The Shrewsbury and
Telford Hospital
NHS Trust

**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. Secondment Policy

cc. Personal File



The Shrewsbury and
Telford Hospital
NHS Trust

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 effect 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. Secondment Policy

cc. Personal File



The Shrewsbury and
Telford Hospital

NHS Trust

Appendix C

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 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 an 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.

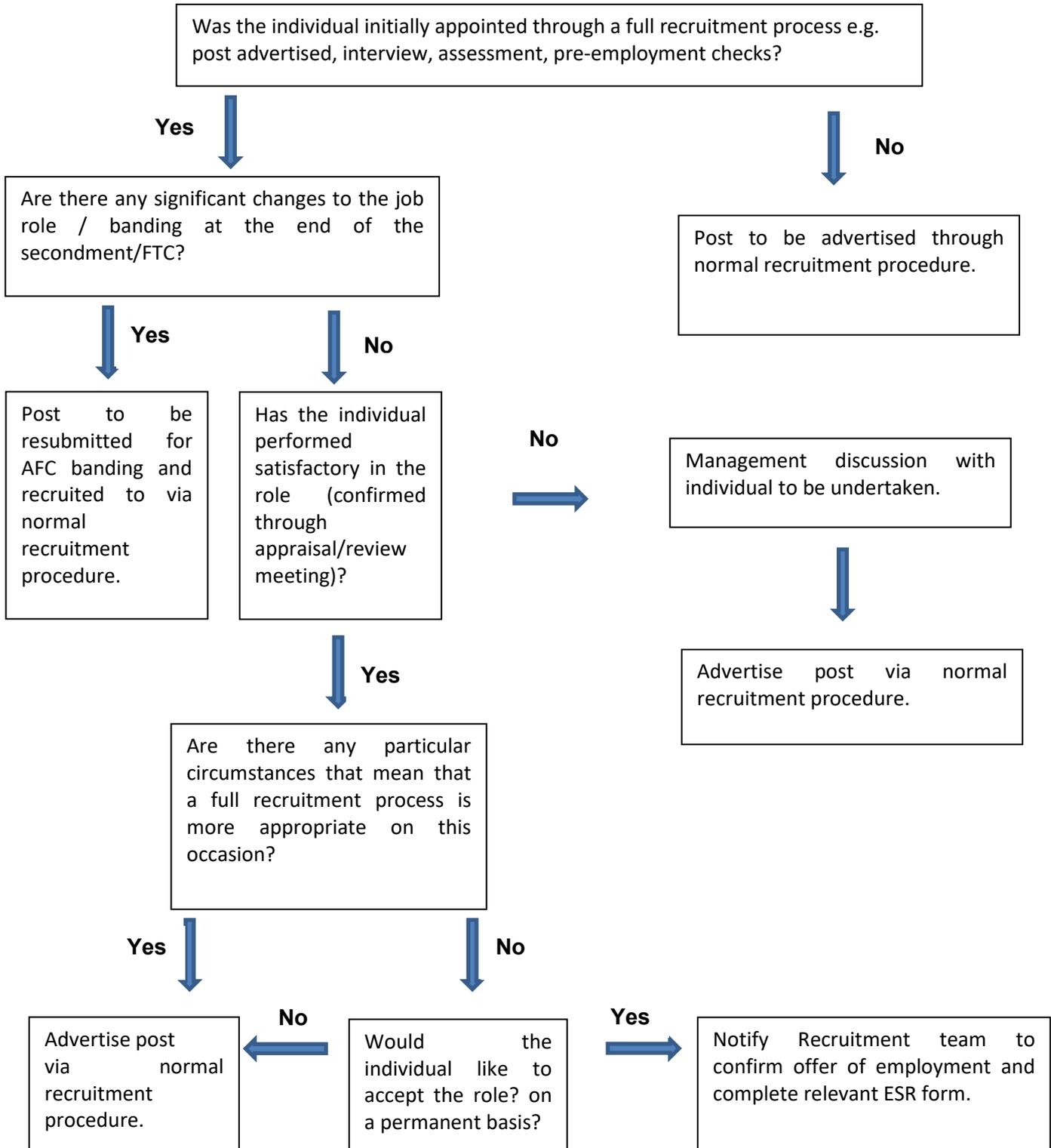
Signed (by the employee)..... Date

Name (capital letters)

Copies: Managers x 2, Seconded, Personal File

Appendix D

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



Host Managers process for Recruiting a Secondee

Appendix E

