

SECONDMENT POLICY

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1 Introduction and Policy Statement

1.1 According to the CIPD Secondment Factsheet (March 2009);

Secondments are increasingly being recognised as valuable for development. They can offer employees career development opportunities and are increasingly being used as part of talent management programmes. They also provide organisations with the chance to develop their skill base.

From an organisational perspective, it is therefore important that we offer varied development opportunities to help recruit and retain the best staff.

- 1.2 As a major employer in the local community, the Trust is committed to providing secondment opportunities to individuals from other organisations where there are mutual benefits to both the individual and the Trust. However, initially secondment opportunities must be advertised internally unless prior agreement is reached with a senior member of the HR team.
- 1.3 This Secondment Policy aims to offer guidance to all managers and staff in the Trust on the process of secondment. It outlines the Trust's approach to supporting secondments as opportunities to allow staff to develop additional knowledge, skills and behaviours.
- 1.4 This policy applies to all employees of the Trust, whether employed on National or Trust terms and conditions of service.
- 1.5 This policy should be read in conjunction with the Trust's Personal Development Review policy, Corporate and Local Induction policy and procedure, Workforce Change policy and Workforce Change procedure.

2 Policy Statement

- 2.1 The Trust is committed to ensuring that it treats its employees fairly and with respect and that it does not discriminate against individuals or groups on the basis of their age, disability, gender, marital status, membership or non membership of a trade union, race, religion, domestic circumstances, sexual orientation, ethnic or national origin, social & employment status, HIV status, or those who are undergoing or who have undergone gender reassignment.

2.2 The Trust will assess the potential effects of this policy on particular populations in a rigorous way by undertaking an equality impact assessment.

3 Secondment

3.1 A secondment is the temporary movement or loan of an employee to another part of the Trust or to another organisation (normally another NHS organisation but not exclusively). It also refers to the acceptance of a member of staff from another organisation into the Trust on a loan or temporary basis.

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

- To fill a vacancy where the host department, directorate or organisation lacks the expertise to undertake a specific piece of work
- For personal or career development
- As a transition to retirement by enabling an employee to work fewer hours or in a different role for example

3.3 There are three main types of secondment which are;

- Internal secondment within Nottingham University Hospitals (NUH)
- Internal secondment within the NHS
- External secondment, e.g. to the Education or Voluntary Sector

3.4 A secondment can be anything from a few hours each week to full time for a year or more. Please note that hours worked during a secondment must not breach the European Working Time Directive.

3.5 Unless specifically negotiated between the seconder and the secondee, secondments should not be for longer than two years.

4 Key Definitions

4.1 **Secondee** is the individual being seconded.

4.2 **Seconder** is the individual who manages the secondee in his or her substantive post.

4.3 **Host Manager** is the individual who will manage the secondee during the secondment.

4.4 **Substantive Post** is the original post that the employee was in prior to the secondment.

5 **Benefits**

According to the CIPD (2009) benefits are as follows;

5.1 The **seconded**, in undertaking a secondment:

- Has the opportunity of wider career and personal development
- Can acquire valuable experience in project management for example
- Is able to test and apply specific skills in a different organisational environment
- Can gain new skills and experiences in other challenging areas
- Brings back the skills they acquire through their secondment to their substantive post.

5.2 The **seconding**, in agreeing to a secondment opportunity:

- Gains enhanced employee skills on return, team working and cross functional communications
- Improves workforce morale and motivation
- Develops wider networks and contacts
- Builds a reputation as a good employer and contributor to the community

5.3 The **host**, in considering accepting a seconded:

- Gains assistance and a different perspective on projects for example
- Developing links with different organisations and working environments

6 **Roles and Responsibilities**

6.1 The **seconded** is responsible for:

6.1.1 Ensuring they consult with their manager and have their support prior to applying for any secondment.

6.1.2 Adhering to NUH employment policies and procedures throughout the duration of any secondment.

6.1.3 Adhering to any local policies or procedures as required by the host organisation.

- 6.2** The **second**er (where the individual is a substantive employee of NUH) is responsible for:
- 6.2.1 Ensuring a clear understanding that the secondment is voluntary and there is a right of refusal for all concerned. However, managers are required to consider seriously all requests to undertake a secondment or to accept a secondee, from within or outside of the Trust. Template letters for supporting/refusing a secondment request can be found in Appendices 1 and 2.
 - 6.2.2 Agreeing the duration of the secondment between themselves, the host manager and the secondee.
 - 6.2.3 Agreeing the arrangements for updating the secondee regularly with relevant information about the Trust, their directorate or their department.
 - 6.2.4 Fully documenting the secondment arrangements and ensuring appropriate authorisation in line with delegated authority.
 - 6.2.5 Confirming all arrangements in writing to all parties, including details of the secondee's substantive post, hours, grade, what annual leave has been taken and how much entitlement remains and what guarantees they have on return from the secondment.
 - 6.2.6 Retaining notes of all discussions, copies of letters and emails pertaining to the secondment.
 - 6.2.7 Informing the appropriate HR and Finance managers, completing a change ('C') form to formally authorise the secondment and generate a contract amendment for the secondee.
 - 6.2.8 Ensuring financial arrangements have been agreed between the second
 - er and host manager. This may result in the Trust continuing to pay the salary and any expenses due to the secondee during the period of the secondment and liaising with the finance department to recharge all of these costs to the host department, directorate or organisation. In other cases it may result in an exchange of staff for mutual benefit.
 - 6.2.9 Ensuring the secondee is aware of the contents of the contract amendment and any implications. It must be made clear to the secondee that they have the right to return to their substantive post at

the end of the secondment, unless through unforeseen circumstances the post has changed significantly or no longer exists.

NB. If this is the case the seconder must meet with the secondee to discuss the changes and, if necessary, the secondee will be managed in line with the Trust's Workforce Change Policy and Procedure.

- 6.2.10 Making clear to the secondee that they, the seconder or host manager can terminate the secondment at any time by giving the required written notice. In exceptional circumstances this right may be waived and the secondment terminated immediately.
- 6.2.11 Agreeing specified objectives and a programme of work that is clear to all parties, which is related to Trust, department and directorate objectives and is consistent with the individual's personal development plan and KSF profile if applicable.
- 6.2.12 Ensuring that the following reporting and management arrangements whilst on secondment have been agreed by all parties and documented in a secondment agreement (see section 9 of this policy for further details of the secondment agreement):
- Who the secondee's line manager will be for the duration of the secondment
 - Who can direct, instruct or advise the secondee
 - Who the secondee can direct, instruct or advise
 - On whose behalf and at whose risk the employee is providing the service
 - What induction and other training will be provided
 - The policies and procedures the secondee must be aware of and comply with
 - The equipment the secondee may use, who is responsible for maintaining it and how any necessary training will be provided
- 6.2.13 Initiating discussions regarding indemnity. Indemnity must be provided by the organisation in which the individual is undertaking work as part of the secondment. This must be confirmed by the host organisation before the secondment starts.
- 6.2.14 On the secondee's return to their substantive post the seconder should:
- Discuss and agree the steps that should be put into place to maximise the benefits of the secondment to ensure intellectual property gained around knowledge and skills is shared.

- In those instances where the secondee is not returning to the Trust, department or directorate because of retirement, appropriate support should still be offered, for example attendance on a pre-retirement course.
- Ensuring that the secondee is brought up-to-date with any additional information to that which they have been informed of throughout their secondment, regarding the Trust, their directorate or their department.

7 Managing a Secondment

7.1 The **host manager is responsible for the following:**

7.1.1 Identifying a suitable secondee for a secondment opportunity. Generally secondment opportunities will be advertised and interested staff will apply in the normal way. In this instance if there is more than one applicant for a secondment, interviews should occur in the normal way. Occasionally, for example where a specific area of expertise is required, it may be necessary for the host manager to approach a potential seconder and together identify a potential secondee/s.

7.1.2 Ensuring that an honorary contract has been issued for any individual being seconded from a non-NHS organisation.

7.1.3 Gaining written confirmation from the seconding organisation that all necessary pre-employment checks have been carried out and that the secondee is fit to work in the seconded role. If there are any gaps such as health clearance or CRB it is the host manager's responsibility, via HR, for getting these done before the secondee can begin.

7.1.4 Establishing the terms and conditions of the secondment, including annual leave arrangements. Often the terms and conditions applying to the secondee's substantive post will apply. Where they are different, all parties must agree in writing the terms and conditions of employment of the secondee.

7.1.5 Ensuring that the financial arrangements for the secondment have been agreed. This may include reimbursement of the secondee's salary and/or any authorised expenses to the seconder department or organisation.

7.1.6 Ensuring that the following reporting and management arrangements whilst on secondment have been agreed by all parties and documented:

- Who the secondee's line manager will be
- Who can direct, instruct or advise the secondee
- Who the secondee can direct, instruct or advise
- On whose behalf and at whose risk the employee is providing the service
- What induction and other training will be provided
- The policies and procedures the secondee must be aware of and comply with
- The equipment the secondee may use, who is responsible for maintaining it and how any necessary training will be provided

7.1.7 Ensuring that on the secondee's first day they bring in evidence of identity.

7.1.8 Providing appropriate induction, mandatory training and any other training necessary for the secondee.

7.1.9 Regularly appraising the secondee and where appropriate, keeping the seconder informed of the individual's progress against the agreed objectives.

7.2 A host manager checklist can be found in Appendix 3 to aide the management of a secondment.

8 Secondment Agreement

8.1 The seconder, secondee and host manager should meet once a secondment has been formally offered to discuss the details of the secondment and complete a secondment agreement.

8.2 The secondment agreement can be found in Appendix 4 of this policy and should be completed in all instances where NUH seconds an individual to an organisation (NHS or otherwise) or Trust department, or receives an individual from an organisation (NHS or otherwise) or Trust department on secondment.

8.3 The agreement should be issued as a supplement to, and read in conjunction with, an existing contract of employment. It sets out the terms and conditions of secondment with NUH.

8.4 Following this meeting the letter in Appendix 5 of this policy should be sent to the secondee to confirm the arrangements of the secondment.

9 Monitoring and Evaluation

- 9.1 The use and effectiveness of secondments, including issues of fairness, equality, diversity and consistency, will be determined through evaluation of PDR audit outcomes, discussions with members of staff who have been seconded, feedback from host managers and feedback from seconder managers.
- 9.2 A template evaluation form can be found in Appendix 6 of this policy which should be completed by the secondee and their substantive manager upon completion of the secondment.

10 Advice

- 10.1 Advice on the application of this policy is available from any HR Officer, Assistant Directorate HR Manager or Directorate HR Manager or Learning and Organisational Development Manager.
- 10.2 If it is felt that at any point the implementation of this policy is unfair the Trust's Grievance Policy and Procedure should be consulted.

(Template Letter: Manager agrees to secondment request)

Private and Confidential

Name

Address

Directorate

Campus

Nottingham

NG

Date

Tel:

Email: name@nuh.nhs.uk

Dear **employee**

Application for Secondment

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

After seriously considering this request, I have decided that you may apply 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 get in 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: Directorate HR Manager

(Template letter: Manager rejects secondment request)

Private and Confidential

Name

Address

Directorate

Campus

Nottingham

NG

Date

Tel:

Email: name@nuh.nhs.uk

Dear **employee**

Application for Secondment

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

After seriously considering this request, I have decided that, unfortunately, I am unable to support your application for a secondment. The reasons that I have come to this decision are as follows:

- XXXX
- XXXX
- XXXX

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: Directorate HR Manager

Host Manager Checklist

- Job Description, Person Specification and KSF Profile drawn up
- Ensure funds for the secondment are available and that any re-charge arrangements have been agreed with the appropriate Finance manager
- Secondment opportunity advertised as normal (unless otherwise agreed with Directorate HR Manager)
- Individual recruited through normal recruitment process (unless otherwise agreed with Directorate HR Manager)
- Ensure that the individual has all necessary pre-employment checks and request confirmation from seconder organisation in writing
- Arrange for any gaps in pre-employment checks to be filled and honorary contract issued if necessary
- Meet with the secondee and their substantive manager to discuss the details of the secondment
- Complete Secondment Agreement with the secondee and their substantive manager and confirm terms and conditions of secondment
- Prepare for the secondee's arrival including an induction package; booking onto necessary training courses; arrangements for leave, expenses etc.

SECONDMENT AGREEMENT

This agreement is issued as a supplement to and should be read in conjunction with an existing contract of employment. It sets out the terms and conditions on which Nottingham University Hospitals NHS Trust (the Trust) **seconds/receives on secondment** the under mentioned.

(Amend or delete items in red as appropriate)

Name:

Name of employer:

Title of secondment post:

Organisation seconded to:

Managerially accountable to (in the **host** organisation):

Professionally accountable to (in the **host** organisation):

1. Period of secondment from: **Date to: Date**

Upon the expiry of the secondment period you will return to the **Trust / seconding organisation** on your substantive terms and conditions of employment. The secondment may be ended before this time at the discretion of **the Trust or the seconding organisation** by giving **number** months notice to the **Trust/seconding organisation** and the above named secondee.

NB. Secondments should not normally last for a period any longer than 2 years.

2. Hours of work

Whilst on secondment your normal hours of work will be **number** per week excluding meal breaks. 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 organisation to meet the needs of the service. Your host manager will determine arrangements for **payment/time off in lieu** and additional payments will be borne by the host organisation.

3. Duties and Location

You will normally be based at **location**. However, as a term of your secondment you may also be required to work at or from any other of the host organisation'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 **Band X, currently £xx,xxx per annum**. For those being seconded from the Trust your pay review date and the basis for that review will be as per your substantive contract with the Trust unless otherwise agreed. This salary may change as a result of national pay awards and incremental increases under Agenda for Change terms and conditions. **(This paragraph may also apply for those being seconded into the Trust from another NHS organisation).**

5. Annual Leave

Whilst on secondment all annual leave has to be booked with and agreed by the host manager. Your annual leave entitlement will be as per your contract of employment. You should also keep the manager of your substantive post informed of any leave taken in instances where your secondment is for less than a year.

Whilst on secondment the public holidays recognised by the host organisation 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 substantive post during the period of the secondment you will still be required to give **substantive employer/the Trust** the period of notice as detailed in your contract of employment.

7. Pension (delete this paragraph if not applicable)

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 organisation's local sickness absence reporting arrangements.

For those being seconded from the Trust however, the Trust's Management of Sickness Absence Policy will still apply in cases of sickness. In all other respects, the Trust's normal policies on absences from work will apply.

9. Conduct and Capability (For those being seconded from the Trust)

In the event that an issue arises that needs to be dealt with under the Trust's Disciplinary policy or Capability policy, the Trust's policies and associated procedures will apply. The Host organisation must provide the Trust with access to any relevant information regarding any issues of conduct or capability.

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 host manager in the host organisation. **For those seconded from the Trust, if the grievance cannot be resolved informally then the Trust's Grievance policy and procedure will apply.**

11. Personal and Professional Development

It is agreed that you will take responsibility for your continuing professional development whilst on secondment. You must ensure that you maintain a high standard of professional competence and conduct, taking into account the recommendations of the person to whom you are professionally accountable. The host organisation will wish to support your continuing development and you should regularly review your personal development plan with your host manager, who will advise on the support available.

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

Professional Registration (For 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 and the Trust and the host organisation will require periodic proof of continuing registration from you. Failure to maintain registration may lead to dismissal, subject to the Trust's Disciplinary policy and associated procedures, although before taking any such action the Trust would give due regard to the circumstances involved.

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/employing organisation.**

12. Health and Safety

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 **Trust/host organisation's** health and safety at work policy and supporting policies and procedures applicable to your area of work.

In addition, you have a responsibility to co-operate with the **Trust/host organisation's** management and others in meeting statutory requirements.

For the duration of the secondment you will be required to adhere to the **Trust/host organisation's** policy on smoking on their premises. **For those seconded into the Trust, NUH operates a total non-smoking policy on all sites.**

Neither the Trust nor the host organisation (if the Trust is not the host organisation) accepts 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 confidential information relating to patients, clients, staff or the working of the **Trust/host organisation**. The disclosure of any information 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 under the Trust Disciplinary policy and procedures.

14. Standards of Business Conduct

Declaration of Interests

You must declare any controlling or significant financial interest held by you or any close relative or associate of yours in any organisation which may compete for a contract to supply either goods or services to the host organisation 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 **Trust / host organisation** or upon acquisition of the interest. Failure to declare a relevant interest may lead to disciplinary action being taken against you.

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.

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 organisation. 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 organisation).

Failure to comply with these requirements may lead to disciplinary action being taken against you.

The arrangements covering the use by staff of IT facilities for personal or business use are set out in the **Trust's/host organisation'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 host organisation. Documents, etc. held on a PC or memory stick are NOT private and may be accessed by officers of the **Trust/host organisation**.

Staff Identification System

You will be required to comply with the **Trust/host organisation's** procedures in respect of uniform/dress.

Other Employment

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 organisation 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 **Trust/host organisation** takes direct responsibility for costs and damages arising from clinical negligence where the host organisation 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 organisation’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

Where appropriate these will be borne by the **Trust/host organisation**.

Signed (on behalf of the employing organisation)

..... Date.....

Name..... Designation:

Signed (on behalf of the host organisation)

..... 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)

.....

Name..... Date.....

(Template letter: Manager confirms arrangements made with host employer)**Private and Confidential**

Name

Address

Directorate

Campus

Date

Nottingham

NG

Tel:

Email:name@nuh.nhs.uk

Dear **employee****Application for Secondment**

I am writing to confirm the outcome of the **meeting/discussion** held with **host manager** from **host organisation** to discuss the arrangements for your secondment.

During the meeting it was agreed that the scope of your role will include **examples**.

The secondment will commence on **date** and end on **date**, unless early termination is required. In this case, should any party decide to terminate the secondment early, there will be a notice period of **number of days/weeks**. Your work base will be **base**.

(If travel from work base required) Your host employer has agreed to cover your travel expenses for travel away from your work base for official business. A system has been put in place for you to claim this in as timely manner as possible.

(If training required) It had also been noted that there was a lack of training in **example**. **Host Manager** has agreed to arrange this for you upon your arrival.

All of the above arrangements, amongst others, will be included in the secondment agreement which was discussed. This must be signed by you, **host manager** and I before your secondment commences.

Please do not hesitate to contact me if you have any further queries regarding your secondment.

Yours sincerely,

Name

Position

CC: Personal file

Host manager

Directorate HR Manager

Secondment Evaluation

This form should be completed by the secondee and their substantive manager as soon as possible following the secondment period. There is also space for the host manager to make comments.

Secondee details:

Name:

Substantive Job Role:

Job Role during secondment:

Host Organisation:

Commencement date:Completion date:

Objectives – What were the key objectives of the secondment?

-
-
-
-
-

Were the objectives of the secondment met? Yes/No

If No, please explain why: -

Experience – please briefly detail your secondment experience

Reflection – How did these experiences make you feel?

Learning Outcomes – What have you learnt as a result of the secondment experience and your reflections on it?

Value – how did the secondment benefit

- You as the secondee?

- The Trust?

- The Host Department/Organisation?

Actions – What actions will you take now that the secondment is complete and how will you use your new skills and experience?

Host Manager – Any comments you would like to make regarding the above secondment?

Secondees signature: Date:

Managers signature: Date:

Hosts signature: Date:

Once completed, a copy of this form should be:

- Given to the secondee to keep
- Filed on the secondee's personal file
- Forwarded to the relevant Directorate HR Manager

