

Secondment Policy

Date	Version
November 2015	3

Purpose

Plymouth Hospitals NHS Trust is committed to developing strategies to aid the recruitment, retention and development of employees.

Secondment opportunities offer employees career and personal development as well as improving skills which benefit the Trust.

This policy sets out the Trust's secondment arrangements which apply to all employees, including unpaid/voluntary staff.

Who should read this document?

Staff wishing to apply for a secondment and managers wishing to arrange a secondment arrangement.

Key messages

Plymouth Hospitals NHS Trust is committed to developing strategies to aid the recruitment, retention and development of employees. Secondment opportunities offer employees career and personal development as well as improving skills which benefit the Trust.

This policy sets out the Trust's secondment arrangements which apply to all employees, including unpaid and voluntary staff.

Accountabilities

Production	HR Business Partner
Review and approval	JSNC
Ratification	Deputy Director of Workforce
Dissemination	HR Business Partner
Compliance	HR Business Partner

Links to other policies and procedures

Organisational Change Policy

Version History

1.1	October 2008	Reviewed by Policy Sub Group and amendments made
1.2	July 2009	Policy Subgroup
2.1	March 2011	Trust Commitment to Valuing People amended in line with the Equality Act 2010 Electronic policy paths updated
2.2	June 2011	Review date extended
2.3	March 2012	Review date extended

3	October 2015	Minor changes and update
Last Approval		Due for Review
November 2015		October 2020

The Trust is committed to creating a fully inclusive and accessible service. By making equality and diversity an integral part of the business, it will enable us to enhance the services we deliver and better meet the needs of patients and staff. We will treat people with dignity and respect, promote equality and diversity and eliminate all forms of discrimination, regardless of (but not limited to) age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage/civil partnership and pregnancy/maternity.

An electronic version of this document is available on the Trust Documents. Larger text, Braille and Audio versions can be made available upon request.

Section	Description	Page
1	Introduction	4
2	Purpose, including legal or regulatory background	4
3	Definitions	4
4	Duties	4
5	Key elements	5
6	Overall Responsibility for the Document	8
7	Consultation and ratification	8
8	Dissemination and Implementation	8
9	Monitoring Compliance and Effectiveness	8
10	References and Associated Documentation	8
Appendix 1	Dissemination Plan	9
Appendix 2	Review and Approval Checklist	10
Appendix 3	Equality Impact Assessment	11
Appendix 4	Secondment Contract Template	13

1 Introduction

Plymouth Hospitals NHS Trust is committed to developing strategies to aid the recruitment, retention and development of employees. Secondment opportunities offer employees career and personal development as well as improving skills which benefit the Trust.

This policy sets out the Trust's secondment arrangements which apply to all employees, including unpaid and voluntary staff.

2 Purpose, including legal or regulatory background

A secondment is the transfer of an employee from their substantive post into another post either within or external to the Trust, for a fixed period.

This policy applies to various forms of secondment including;

- Internal secondments (including at a higher grade),
- Secondments to other organisations outside the Trust, and
- Secondments into the Trust from other organisations.

Secondment opportunities may arise for the following reasons;

- To meet the service delivery needs of the organisation,
- 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.

This policy does not apply to unpaid work placements or for clinical academics with honorary contracts. Arrangements other than secondment will apply where employees temporarily take on additional tasks paid at the same pay band level, for instance covering a colleagues' sickness absence or maternity/adoption leave.

3 Definitions

A secondment is defined as the temporary transfer of an employee from their substantive post into another post either within or external to the Trust, and is for a fixed period.

4 Duties

PRIOR TO APPLYING AND POTENTIAL DISPUTES

Employees should discuss their application for a secondment opportunity with their line manager before the application is made. In the event that an employee's request is refused by their line manager, the manager must provide feedback to the employee on the reasons why they will not authorise the secondment.

Employees who feel that their manager's decision is unfair may raise a grievance through the Dispute and Grievance Policy & Procedure.

DURATION

A secondment will not usually last for more than 12 months. The duration of the secondment will be clearly stated in the advertisement. Details of the secondment, including the commencement date, will be agreed between the employee's line manager, the employee, and the line manager with responsibility for the secondment within the host department or organisation.

RECRUITMENT

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 urgent service needs, 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 Executive or appropriate Executive Director, in consultation with the Director of Human Resources, or Deputy Director of HR. In this situation, an individual may be seconded into a role normally 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 the three month period it should be advertised. The secondee must then apply in the normal manner with other applicants.

When the opportunity is advertised, a Job Description and Person Specification will be available and the Trust's Recruitment and Selection Appointments Policy followed.

If it is anticipated that there will be difficulty in filling a secondment, the opportunity may be advertised on the NHS Jobs web page. Such advertisements may be marked for internal NHS applicants only.

SECONDMENTS BECOMING PERMANENT

All secondments should be advertised as "secondment with the possibility of becoming permanent" and only in exceptional circumstances where it is known there is no possible chance of the post becoming substantive, should they be advertised for the fixed time period only. This is to remove the need for more than one formal interview process for the applicant in the same post, should the post become substantive. Managers are strongly advised to carefully consider the duration of the secondment at the outset, and to organise an appropriate recruitment process if there appears to be a substantive and long term need for that role. This should avoid the circumstances where an employee in a secondment for several years, involving extensions, is required to undergo a selection process which may be perceived after some years in post, to be unfair by the secondee.

If the post is not advertised in this way, even where a secondment has been extended by mutual agreement, the role cannot be confirmed as permanent, without the secondee competing for the role through the Trust's recruitment and selection process.

RING FENCING SECONDMENT OPPORTUNITIES

In certain circumstances, secondments may be ring-fenced to specific groups of employees who have the appropriate skills and experience. This situation usually arises within the same department, where a pool of qualified and experienced staff exists, and the secondment opportunity represents an extension of current roles for those staff into the new secondment role.

PAY ARRANGEMENTS INTO A HIGHER BAND

These are subject to national NHS Agenda for Change Terms and Conditions. Full details of these arrangements are set out at Para 6.18 of the National Agenda for Change Handbook.

Pay should be set either at the minimum of the new pay band or, if this would result in no pay increase (by reference to basic pay plus any recruitment and retention premium if applicable), the first pay point in the band which would deliver an increase in pay.

In circumstances where the individual is not required to carry out the full responsibilities of the post, pay will be determined by job matching/evaluation.

Where temporary movement into a higher pay band results in only one extra pay point, the incremental date remains the same. Where temporary movement results in more than one extra pay point, the incremental date for the period of the temporary movement becomes the date the movement began.

At the end of the secondment the post holder will return to their substantive post and salary.

PAY ARRANGEMENTS INTO A LOWER BAND

Secondment to a lower paid post will be paid at the pay band for the job. Line managers have discretion in unusual circumstances to vary the point at which the successful secondee is appointed to take account of knowledge, skills and experience held by the employee. This must have full agreement of the Director of HR and OD.

COSTS

The full costs of an internal secondment will be incurred by the host department. This will include salary, on-costs, travel and training costs associated with the secondment.

EMPLOYEE RIGHTS

The secondee's substantive post can only be filled temporarily. The employee is entitled to return to their substantive post, or where agreed at the outset or during the secondment, a similar and equivalent role, at the end of the secondment. Where it is not possible for a secondee to return to their substantive post, for example, where a restructure has taken place during the secondment and the substantive post no longer exists, the line management involved must ensure that all appropriate staff affected by the change, are fully consulted with, in line with relevant Trust procedures. Where a secondee or employee becomes "at-risk" relevant policies will apply.

SECONDMENTS TO EXTERNAL ORGANISATIONS

Trust employees may be seconded to an external organisation for a specific period of time, which will be reviewed at 12 months. The costs of the secondment will be met by the host organisation unless all parties have agreed alternative funding arrangements.

For practical purposes, the employee may remain on the Trust's payroll with costs being reimbursed by the host organisation. This will include the cost of superannuation contributions.

The terms, conditions and policies of the Trust will apply to the employee on secondment unless other arrangements are specifically identified and agreed by all parties, for instance local security arrangements.

Any changes to terms and conditions will only apply for the duration of the secondment and must be outlined in a secondment contract produced in partnership between the Trust and the host organisation.

Secondments cannot be considered for staff applying individually to external organisations without prior consultation and authorisations by their line manager and the HR Business Partner.

SECONDMENTS FROM EXTERNAL ORGANISATIONS

The Trust may request the secondment of employees from other organisations to work within the Trust for a specific period of time, which will be reviewed at 12 months. The Trust will meet the costs of the secondment unless otherwise agreed. The terms and conditions of the secondee's employer will apply unless specifically agreed by all parties.

Any changes to terms and conditions will only apply for the duration of the secondment and should be outlined in a secondment contract produced in partnership between the Trust and the organisation from which employees are seconded. It may be necessary for the secondee to comply with the Trust's local operational practice and to comply with Trust policies and working practices etc.

TERMINATION OF SECONDMENTS

A secondment can be terminated by the host organisation or department, in exceptional circumstances (e.g. the unsuitability of the seconded employee, early return of a substantive postholder or adverse effects on service delivery), by giving appropriate notice, and after discussion with an HR Business Partner. The notice period will be included in the Secondment Contract see Appendix 4.

The employee may also terminate the secondment after giving notice but will have no right to return to their substantive post during the duration of the secondment, unless all parties agree this.

Where internal secondments are terminated early by the Trust, vacancies at a similar level to that of the secondment will be explored with the employee, prior to the return to the employee's substantive post.

KEEPING IN TOUCH

Line managers will maintain contact with their seconded employees where appropriate to keep them updated with information about, for example, change and developments in their areas of specialism.

6 Overall Responsibility for the Document

The HR Director is responsible for ratifying this document. The HR Business Partner has the responsibility for the dissemination, implementation and review of this policy.

7 Consultation and Ratification

The design and process of review and revision of this policy will comply with The Development and Management of Trust Wide Documents.

The review period for this document is set as default of five years from the date it was last ratified, or earlier if developments within or external to the Trust indicate the need for a significant revision to the procedures described.

This document will be approved by the JSNC and ratified by the Executive Director.

Non-significant amendments to this document may be made, under delegated authority from the Executive Director, by the nominated author. These must be ratified by the Executive Director and should be reported, retrospectively, to the approving JSNC

Significant reviews and revisions to this document will include a consultation with named groups, or grades across the Trust. For non-significant amendments, informal consultation will be restricted to named groups, or grades who are directly affected by the proposed changes

8 Dissemination and Implementation

Following approval and ratification, this policy will be published in the Trust's formal documents library and all staff will be notified through the Trust's normal notification process, currently the 'Vital Signs' electronic newsletter.

Document control arrangements will be in accordance with The Development and Management of Trust Wide Documents.

The document author(s) will be responsible for agreeing the training requirements associated with the newly ratified document with the named Executive Director and for working with the Trust's training function, if required, to arrange for the required training to be delivered.

9 Monitoring Compliance and Effectiveness

The Trust will undertake regular audit of the processes specified in this policy. It should be noted that the responsibilities in this policy are legally enforceable and that managers failing to uphold their responsibilities may find themselves in breach of internal disciplinary policies and legislation.

10 References and Associated Documentation

Example secondment contract attached to this policy in appendix 4.

Core Information				
Document Title	Secondment Policy			
Date Finalised	November 2015			
Dissemination Lead	HR Business Partner			
Previous Documents				
Previous document in use?				
Action to retrieve old copies.				
Dissemination Plan				
Recipient(s)	When	How	Responsibility	Progress update
All staff		Email	Document Control	

Review		
Title	Is the title clear and unambiguous?	Y
	Is it clear whether the document is a policy, procedure, protocol, framework, APN or SOP?	Y
	Does the style & format comply?	Y
Rationale	Are reasons for development of the document stated?	Y
Development Process	Is the method described in brief?	Y
	Are people involved in the development identified?	Y
	Has a reasonable attempt has been made to ensure relevant expertise has been used?	Y
	Is there evidence of consultation with stakeholders and users?	Y
Content	Is the objective of the document clear?	Y
	Is the target population clear and unambiguous?	Y
	Are the intended outcomes described?	Y
	Are the statements clear and unambiguous?	Y
Evidence Base	Is the type of evidence to support the document identified explicitly?	Y
	Are key references cited and in full?	Y
	Are supporting documents referenced?	Y
Approval	Does the document identify which committee/group will review it?	Y
	If appropriate have the joint Human Resources/staff side committee (or equivalent) approved the document?	Y
	Does the document identify which Executive Director will ratify it?	Y
Dissemination & Implementation	Is there an outline/plan to identify how this will be done?	Y
	Does the plan include the necessary training/support to ensure compliance?	Y
Document Control	Does the document identify where it will be held?	Y
	Have archiving arrangements for superseded documents been addressed?	Y
Monitoring Compliance & Effectiveness	Are there measurable standards or KPIs to support the monitoring of compliance with and effectiveness of the document?	Y
	Is there a plan to review or audit compliance with the document?	Y
Review Date	Is the review date identified?	Y
	Is the frequency of review identified? If so is it acceptable?	Y
Overall Responsibility	Is it clear who will be responsible for co-ordinating the dissemination, implementation and review of the document?	Y

Core Information	
Manager	Richard Maguire
Directorate	HR
Date	October 2015
Title	Secondment Policy
What are the aims, objectives & projected outcomes?	Plymouth Hospitals NHS Trust is committed to developing strategies to aid the recruitment, retention and development of employees. Secondment opportunities offer employees career and personal development as well as improving skills which benefit the Trust.
Scope of the assessment	
Collecting data	
Race	There is no evidence to suggest there is a disproportionate impact on race.
Religion	There is no evidence to suggest there is a disproportionate impact on religion.
Disability	There is no evidence to suggest there is a disproportionate impact on disability. Where an applicant is subject to a secondment, all reasonable adjustments will be considered where appropriate to do so.
Sex	There is no evidence to suggest there is a disproportionate impact on sex.
Gender Identity	There is no evidence to suggest there is a disproportionate impact on on gender identity.
Sexual Orientation	There is no evidence to suggest there is a disproportionate impact on sexual orientation.
Age	There is no evidence to suggest there is a disproportionate impact on age.
Socio-Economic	No impact.
Human Rights	No impact.
What are the overall trends/patterns in the above data?	That there are no significant impacts.
Specific issues and data gaps that may need to be addressed through consultation or further research	None.
Involving and consulting stakeholders	
Internal involvement and consultation	Policy Sub Group. JSNC.
External involvement and consultation	None.
Impact Assessment	

Overall assessment and analysis of the evidence	No impact.			
Action Plan				
Action	Owner	Risks	Completion Date	Progress update

This Secondment Contract is to be completed in accordance with the Secondment Policy. In all cases the Terms and Conditions of the secondees substantive post will apply unless agreed otherwise.

Purpose of Secondment

Insert details including

- The key objectives of the secondment
- The agreed communication and accountability arrangements
- The agreed Personal Development Plan

Secondment Job Title

Your Job Title will be

The duties of your post are as outlined in the job description attached. This is not an exhaustive list of your duties and responsibilities and may be varied as appropriate to your secondment and grade and following prior consultation with you.

Place of Work

Your place of work will be

(if applicable) Your post may involve travelling outside your place of work to enable you to undertake your full duties and for which you will receive appropriate reimbursement of expenses of (insert mileage expenses or refer to appropriate document)

Pay

Your pay band will be Band, which is £..... per annum, pro rata for part time employees.

Any overtime worked will be paid in line with Agenda for Change Terms and Conditions (Amend as appropriate).

You will be paid an on call rate of [insert amount].

Hours

Your normal working hours will be [insert number of hours] per week. Your normal working days will be [insert days]

You may be requested to work additional hours; any request will be consistent with the agreement on Working Time Regulations.

Secondment Period

The start date of your Secondment is [insert date] and is due to end on [insert date]. However this date may be extended where mutually agreed.

Notice

A minimum of [insert number of weeks/months] notice in writing will be given and is required in the event that the secondment is terminated before the end date above by either party.

Terms and Conditions

The terms and conditions for this Secondment will be those as detailed in your substantive contract of employment. Any variations to these conditions are detailed below: (delete as appropriate)

Trust Policies & Procedures

Employees on Secondment must ensure that they adhere to the Trust's Policies and Procedures which are available on Public Folders, from your line manager or from HR.

Sickness Absence, Annual Leave, Public Holidays

Arrangements for the reporting of sickness absence will be as agreed with [insert host manager's name]. You will retain your current entitlement to annual and public holidays subject to local arrangements. Any variations to this are detailed below.

Employee Conduct and Capability

Any concerns regarding your conduct and/or capability will be brought to your attention by [insert host manager's name] and if necessary will be dealt with in accordance with appropriate Plymouth Hospitals NHS Trust policies, for example

Performance and Conduct, Managing Sickness Absence etc.

Employee Dissatisfaction Procedure

If you wish to raise a grievance relating to your seconded employment, you should raise your grievance informally to your host manager, in the first instance. If the matter is not settled at this level you may pursue it in accordance with agreed procedures.

Appraisal

Plymouth Hospital's NHS Trust's appraisal process will continue to apply throughout your secondment. Your appraisal will be carried out by [insert name of line manager] in consultation with your host manager. A job description is attached for your information.

Training

You will be required to attend the Trusts Statutory/Mandatory training programme as appropriate.

Health and Safety

Both Plymouth Hospitals NHS Trust and [insert name of host organisation] have a mutual responsibility for the health and safety of employees. During the term of secondment the employer's duty of care will be the responsibility of [insert either PHNT/host organisation].

Confidentiality

Obligations arising from Data Protection Legislation

You must ensure that you comply with the principles of the Data Protection Act at all times.

General Obligations

Similarly no information of a personal or confidential nature should be divulged to anyone without the proper authority having first been given. If you are in any doubt whatsoever as to the authority of a person or body asking for information you must seek advice from an appropriate manager.

Failure to Comply with Obligations

Failure to observe these obligations will be regarded as serious misconduct that could result in disciplinary action being taken against you which might result in dismissal. You may also be

liable to prosecution for an offence under data protection legislation or an action for civil damages.

Keeping in Touch and Return to Work Arrangements.

The following arrangements will apply [insert agreed arrangements]. At the end of your secondment there will be a debriefing meeting to evaluate the secondment and discuss arrangements for the return to your substantive post. Consideration will also be given to how best to utilise your new skills within your substantive post and your personal development plan upon your return.

SECONDMENT CONTRACT AGREEMENT

Employee's Name:

Home Address:

We hereby agree the secondment of the above named on the conditions set out in the foregoing contract.

Signature: (host employer).....

Name:..... Position:.....

Date:.....

Signature: (PHNT Manager)

Name:..... Position:.....

Date:.....

Signature: (Employee).....

Date:.....