

“NHS Organisation”

Secondment Policy

Approved by: Welsh Partnership Forum

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1. Policy statement

The aims and objectives of the policy are:

- 1.1 To provide clear advice, support and guidance to managers and employees regarding their role(s) in managing the secondment approval process and the subsequent management of processes related to the said secondment.
- 1.2 To provide a cost effective, fair and equitable method of providing employees with work experience and development opportunities outside of their normal area of work and/or the NHS organisation whilst ensuring that the short to medium term staffing needs for service provision are in place.
- 1.3 The policy should be read in conjunction with the Organisational Change Policy, where appropriate.

2. Introduction

The NHS organisation is committed to the delivery of a quality service. In view of this the NHS organisation recognises its responsibility to train and develop staff to maximise their potential, to meet the needs of the service. Secondments are valuable for staff development and progression and for addressing a short-term need to cover a post.

Benefits to the NHS organisation:

- Retention of staff
- Utilising potential in the workforce to undertake identified projects, which may not justify a new appointment and might otherwise be difficult to achieve within an acceptable timescale.
- During a period of organisational change secondment may help the NHS organisation to ensure continuity of service.
- Supporting the identified development needs of individual employees to the longer-term benefit of the team or NHS organisation as a whole, as agreed and identified through the PADR process.
- Immediate availability of skilled staff with intimate knowledge of NHS Organisation policies and procedures.
- To sustain standards of service provision e.g. by covering periods of long term sickness, maternity leave or career break etc.
- A secondment may provide an opportunity to forge closer links with the recipient organisation.

Benefits to Employees:

- Providing opportunities to individuals who may have an interest in changing their career path. This allows both the individual and the NHS organisation to assess their suitability for such a change.
- Providing an opportunity to meet development needs agreed between the employee and line manager, and which may have been identified through the PADR process.
- Providing an opportunity to experience work which could contribute to personal and career development.

- Providing an opportunity for staff to experience a different culture and different ways of working.

3. Principles

3.1 The policy is based on the following guiding principles, which should be taken into consideration during each stage of the secondment:

- The needs of the organisation(s)
- Current/expected departmental establishment levels
- Staff will be supported to access secondments that are beneficial to their career and professional development
- The process by which a secondment opportunity is provided will follow a fair process that treats every employee equally
- Fairness to staff, managers and colleagues.

3.2 Secondments must be based on mutual agreement between the member of staff, line manager/organisation and host manager/organisation.

3.3 Secondments should not be used in place of other contractual arrangements for staff.

3.4 There is a mutual obligation on the individual and the seconding organisation to maintain communication during the period of the secondment. Any individual on secondment must be kept informed of any significant changes to their substantive department or role. The individual has a mutual obligation to keep their seconding organisation up to date in terms of the circumstances, e.g. should they be seeking any variation to their secondment agreement.

3.5 Secondment opportunities will be monitored to inform the need to consider positive action to address inequality.

4. Scope of the policy

4.1 Secondment opportunities should be available to all staff and all requests will be given serious consideration. There may, however, be service or operational requirements which lead to an application for release being declined.

4.2 Separate procedures apply in respect of the secondment of medical and dental staff. Advice on these procedures can be obtained from Workforce and OD departments.

4.3 Departments / organisations should monitor the level of declined and approved secondment applications.

5. Definitions

5.1 Secondment

Secondment occurs when an employee is transferred temporarily from their substantive post to another post either in the same or another organisation and is expected to return to their old post at the end of the secondment. Some contractual terms may vary during the period of the secondment i.e. salary, work

base, hours of work etc. The terms and conditions of the substantive post will remain as they were prior to the secondment.

Secondment is not to be confused with temporary movement into a higher band. Nor is it to be confused with an agreement between the manager and individual for that individual to undertake a time limited piece of work or project, which is commensurate with their grade and skills or experience etc.

- 5.2** The seconding organisation is the individual's main/substantive employer and the host organisation is the organisation at which the individual will work during the secondment.

6. Ways in which secondments may arise

6.1 Internal

Internal secondments occur when staff are seconded within their organisation. This can be in the same department/directorate, or to another area of the NHS organisation. These posts will be advertised in accordance with organisational policies and procedures, unless there are exceptional circumstances agreed with the Workforce & Organisation Development department, in partnership with staff side representation.

6.2 External NHS

External NHS secondments occur when a member of staff is seconded to another NHS organisation.

6.3 External non-NHS

External non NHS secondment opportunities may become available in a number of organisations/sectors, e.g.

- Social Services, other local authority departments;
- Educational establishments;
- Welsh Assembly Government;
- Health related private sector companies

- 6.4** Placements arising as a result of Integrated Service Delivery between 2 or more authorities.

7. Duration

Secondments should ordinarily be for a minimum of three months and a maximum of four years.

Where a member of staff has been seconded for a period of four continuous years or more, on the date on which they are displaced this will be considered to be their substantive post, in line with the Organisational Change Policy.

8. Release of staff

- 8.1** Staff who wish to be released from their substantive post to take part in a secondment opportunity should complete the attached release request form.
- 8.2** Before agreeing to release a member of staff for a secondment, consideration must be given to the impact on the whole team, the service and the need for cover of the consequent temporary vacancy. Advice may be sought from the Workforce and OD department if necessary.
- 8.3** Managers are not obliged to accommodate all requests for secondments, but they are required to give serious consideration to each request. Refusals may be made on objective business grounds, e.g;
- Burden of additional cost to the business
 - Inability to meet service needs
 - Inability to organise work with available staff
 - Detrimental impact on quality
 - Detrimental impact on performance
- 8.4** Managers should consider a number of factors when agreeing to release a member of staff including:
- Development needs arising out of individual performance reviews and development plans
 - Previous requests for secondment
 - Exigencies of the Service
- 8.5** Following consideration of the points in 8.4, the length and terms of the secondment must be confirmed in writing by the line manager. (See section 10)

9. Protection of post

- 9.1** The secondee's substantive post shall be kept open. If it is not possible to keep the secondee's substantive post open alternative employment of an equivalent grade, type and status will be sought at the end of the secondment, firstly within the same directorate before looking organisation wide.
- 9.2** If an extension to the secondment is sought, the issue of the secondee's substantive post being kept open on their return should be an integral part of the decision to extend. If it is not possible to keep the post open beyond the duration of the current secondment the employee should be given the opportunity to return to their substantive post at that time.
- 9.3** In the event of organisational change affecting a department's establishment during the period of secondment, the secondee must be kept informed of changes by their line manager and be considered equally under the terms of the Organisational Change policy and afforded the same rights and opportunities.

10. Roles and Responsibilities

10.1 The Secondment Agreement

When an individual is seconded to work for another organisation, they will continue to be employed on their usual terms and conditions of employment with the exception of salary, which may vary as appropriate (i.e. the terms that they are employed on by their employer, the seconding organisation). All parties (i.e. the employee, the host organisation and the seconding organisation) will enter into a written secondment agreement which will detail the terms upon which the secondment is based. In particular, the secondment agreement should contain comprehensive terms dealing with;

- A brief explanation of the arrangement (i.e. the fact that it is a secondment and the employee remains employed by the seconding organisation on their existing terms and conditions of employment, but has been seconded to work for the host organisation).
- A clause stating that nothing in the secondment agreement shall have the effect of creating an employment relationship between the employee and the host organisation.
- A clause requiring the employee to comply with any local procedures as specified by the host organisation (e.g. security).
- A clause relating to the need to comply with confidentiality and data protection regulation.
- Termination provisions and specifying that upon the termination of the secondment agreement, the employee will return to the seconding employer.
- The duration of the secondment.

10.2 Management of the Secondee

- 10.2.1** Whilst day to day control should be with the host organisation, management of the employee must remain with the employer. For example sickness absence should be reported in accordance with the seconding organisation's sickness policy (not the host organisation's sickness policy), but also notify the host organisation of their sickness absence.
- 10.2.2** The employee should be appraised by the host organisation. The seconding organisation will maintain a regular dialogue with the employee. The seconding organisation will carry out any performance management with the host organisation.
- 10.2.3** Disciplinary and grievance processes will also be carried out by the seconding organisation, in accordance with their policies, and not by the host organisation, although the secondment agreement must specify that the host organisation must give such assistance (by way of enabling the seconding employer to investigate) as the seconding organisation may require (by way of enabling the seconding employer to investigate).

11. Salary

11.1 The salary and expenses (expenses to be approved by the host organisation) should be paid by the substantive employer and recharged to the host organisation to ensure that pension arrangements are not affected.

11.2 If a member of staff is on protection under OCP when they are seconded, that protected salary should continue to apply if the post seconded into is on a lower salary provided that the secondment is in keeping with an individual's personal development plan, to develop the necessary skills and competencies in support of returning the individual to their current grade / band.

11.3 Where a salary in excess of the secondee's substantive salary is paid, protection of pay will not apply at the end of the secondment. At the end of the secondment period the individual will revert back to his/her substantive post including incremental rises and pay awards. The expectation is that an employee on secondment would progress through increments in line with the pay progression policy.

11.4 Existing members of the NHS Pension Scheme with Special Class Status who are considering undertaking a secondment are advised to seek advice from the Pensions Agency prior to doing so to ensure that this is not affected.

12. Termination

12.1 A secondment may be terminated early by the agreement of all parties.

12.2 The secondment will terminate at the end of the agreed period and the employee will then return to their substantive post or, as allowed for under section 10, to a post on a grade and salary commensurate with his/her original post.

13. Completion of Secondment

13.1 On completion of a secondment, a review should be conducted by the line manager to identify how the individual's development can be used for the benefit of the organisation and to ensure that learning is transferred successfully.

13.2 Induction programmes and training should be made available by the line manager for returning employees, as appropriate.

14. Appeal

If a secondment or extension is refused and the employee wishes to appeal against this decision they should follow the process set out in the seconding Organisation's Grievance policy.

15. Monitoring

Details of all secondments across NHS Organisations will be recorded on a database and reported on periodically to the Senior Management Team and Board against the protected characteristics of the Equality Act 2010. Periodic reports will be made on all Wales basis to the Welsh Partnership Forum.

16. Training and awareness raising

All staff will be made aware of this policy upon commencement with the NHS Organisation. Copies can also be viewed on the NHS Organisation's Intranet or obtained via the Workforce and OD department. Training will be provided as appropriate depending on the complexity of the policy.

17. Equality

The NHS Organisation recognises the diversity of the local community and those that it employs. Our aim is therefore to provide a safe environment free from discrimination and a place where all individuals are treated fairly, with dignity and appropriately to their need. The NHS Organisation recognises that equality impacts on all aspects of its day to day operations. This policy was assessed using the NHS Centre for Equality and Human Rights Equality Impact Assessment Tool and the results published on the website and monitored centrally. This policy was impact assessed on **insert date of impact assessment**.

18. Data Protection Act 1998

All documents generated under this policy that relate to identifiable individuals are to be treated as confidential documents, in accordance with the NHS Organisation's Data Protection Policy.

19. Freedom of Information Act 2000

All NHS Organisation's records and documents, apart from certain limited exemptions, can be subject to disclosure under the Freedom of Information Act 2000. Records and documents exempt from disclosure would, under most circumstances, include those relating to identifiable individuals arising in a personnel or staff development context. Details of the application of the Freedom of Information Act within the NHS organisation may be found in the NHS Organisation's publications scheme.

20. Records Management

All documents generated under this policy are official records of the NHS Organisation and will be managed and stored and utilised in accordance with the NHS Organisation's Records Management Policy.

21. Review

This policy will be reviewed in two years' time. Earlier review may be required in response to exceptional circumstances, organisational change or relevant changes in legislation or guidance.

22. Discipline

Breaches of this policy will be investigated and may result in the matter being treated as a disciplinary offence under the NHS Organisation's disciplinary procedure.

APPENDIX A – Application for release of secondment / secondment extension

Once completed please print and sign two copies of this form and distribute as follows

One copy to be retained by applicant

One copy to be submitted to Line Manager and retained on the personal file

All fields must be completed in full, if not, your form will be returned to you which could delay your application

New application Extension (Please tick)

SECTION ONE – TO BE COMPLETED BY APPLICANT – PLEASE PRINT CLEARLY CURRENT POST			
Title: (Mr/Mrs/Miss/Ms/Dr/other...)	Forenames:	Surname:	
Current Post:	Band:	ESR Number:	
Department:	Site:	Contact Number (Home) :	
Contact Number (Work):	Contact Number (Mobile):	Email address:	
Home Address:			
SECONDMENT OPPORTUNITY			
<i>Failure to provide the above details in full may delay receipt of confirmation</i>			
Post Title:		Base:	
Organisation:			
Name and Address of Receiving Manager:			
Duration of Secondment:			
From:		To:	
Purpose of Secondment:			
Has the need for you to take part in a secondment opportunity been identified as part of the Performance Development Review Process?			
Yes:		No:	
Please identify how this learning and development opportunity is relevant to your work and how it will enhance your role in the workplace?			

Signed:		Date:	

SECTION TWO – TO BE COMPLETED BY LINE MANAGER:			
How does this secondment align with the applicant's PDP:			
Payroll notified			
If no, please give reasons:			
Secondment approved	Yes:		No:
If no, please give reasons:			
Secondment dates approved from:	To:		From:
<u>Managers Name(Please print):</u>		<u>Title:</u>	
<u>Signed:</u>			
<u>Date:</u>			

APPENDIX B – Secondment agreement pro-forma
(This must be drafted in line with the All Wales Secondment Policy)

To be completed in conjunction with the employee by the seconding and hosting line manager, and retained on personal file.

General:

During the secondment, the employee remains employed by the seconding organisation on his existing terms and conditions of employment but is seconded to work for the host organisation. Nothing in the secondment agreement shall have the effect of creating an employment relationship between the employee and the host organisation.

1. Parties involved:

(i) Seconding organisation: (Insert name of the seconding organisation)

(ii) The Seconded Employee: (Insert name of the seconded individual)

(iii) Host organisation/department/team: (Insert name of host organisation and/or department/team)

2. Seconded post: (Post title and brief description of duties/objectives. Attach job description and person specification for reference)

3. Agreement for return to employing organisation: (Insert any specific agreement reached about the employees return to the employing body. In normal circumstances return is guaranteed to a post at a similar level to the employee's substantive post at time of agreement).

4. Funding arrangements: (Insert agreed arrangements for invoicing / recharge. Include name and address of finance contact, if applicable. (Travel expenses to be authorised by the hosting organisation and processed by the seconding organisation).

5. Date secondment commences:

6. Date secondment ends: (Not more than four years in normal circumstances)

7. Agreed review dates/periods: (Not less than 3 monthly in normal circumstances)

8. Reporting arrangements: (Insert name, position and contact numbers of contacts in seconding and host organisation).

9. Terms and conditions for employment: (In normal circumstances the seconded individual retains current terms and conditions of employment of their originating body)

10. Remuneration:

The annual salary agreed at time of agreement for this post is £.....
per annum, plus any associated expenses £.....

(In normal circumstances the seconded individual will continue to receive their salary from the original employing body who should also continue to meet the employers' national insurance contribution during the period of secondment. If the arrangement crosses organisational boundaries arrangements for invoicing should occur between the employer and the substantive body on a quarterly basis for salary and associated on costs.

11. Hours of work: (Insert hours of work agreed)

12. Holiday/Leave entitlement: (Insert leave entitlement for clarification)

13. Place of work: (Insert address)

14. Confidentiality agreement

15. We agree that we will abide by the NHS Organisation's secondment policy.

16. Signature of seconding Line Manager:.....

Signature of host Manager:.....

Date:.....

Signature of Seconded.....

Date: