

Secondment Procedure

CONTROLLED DOCUMENT

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PURPOSE	The document sets out the procedure for staff undertaking secondments internally and externally to the Trust
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Information for:	Trade Union Representatives All staff

Secondment Procedure

1. Introduction

- 1.1. The purpose of this procedure is to ensure a structured, systematic and consistent approach to the use of secondments, internal and external, to the Trust.
- 1.2. In adopting this procedure the Trust recognises the value of secondments in creating a more flexible and responsive organisation by increasing staff knowledge, abilities and skills through broadening experience.
- 1.3. This procedure supports the Trust's Recruitment and Selection Policy.

2. Scope

- 2.1. The procedure applies to all staff, except medical and dental staff, who are seconded from their substantive post to another post, covering;
 - a) internal secondments within the Trust
 - b) external secondments (outgoing)
 - c) external secondments (incoming)
- 2.2. This procedure does not cover secondments for training i.e. nurse training; please refer to the Education Department.

3. Aims

The aims and objectives of this procedure are;

- to provide guidance and advice to staff and managers on the process of requesting and agreeing a secondment within the Trust.
- to provide equitable access to secondment opportunities
- to ensure effective communication and accountability arrangements are in place for all seconded staff
- to ensure arrangements are formalised through a signed secondment agreement for all external secondments

4. Definitions

- 4.1. For the purposes of this procedure, a secondment is defined as the temporary placement of a member of staff to another organisation, or to a different role in the same organisation, for a specific purpose, for a specific time to the mutual benefit of all parties.
- 4.2. This role may be newly created, a temporary post, project role or a vacant position which is not deemed suitable to be filled on a permanent basis such as

covering maternity leave or when there is fixed term funding for the role. The secondment role may involve undertaking similar types of work, different types of work, or work at a different grade to the secondee's substantive post.

5. General information

5.1. All internal posts considered suitable for secondment should normally be advertised and handled in accordance with the Trust's Recruitment and Selection Policy. Secondments/Acting up should have an approved Workforce Approval Form (WAF) for the appointments.

5.2. Eligibility

All permanent staff are eligible to be considered for secondment opportunities, but the Trust reserves the right to decide each case on its own merits with due consideration of service needs, for example:

- additional costs such as training
- ability to recruit additional or backfill seconded staff
- planned organisational changes
- impact on patient care
- performance/ wellbeing issues i.e. ongoing sickness issues

5.3. The type of work or posts that may be suitable for secondment include:

- a project or assignment
- the introduction/implementation of a new system, process or initiative
- temporary cover for absence or a specified task of limited duration
- an interim position prior to filling an existing vacancy or making a new appointment
- fixed term training posts i.e. Annex U

6. Internal secondments

6.1. Internal secondments are temporary moves to a new role within, or outside of, the department/division. Temporary/interim promotions within the same departments may also be referred to as an 'acting up'.

6.2. In line with the Trust's Recruitment and Selection Policy, all internal secondments should be advertised for a minimum of one week; if it is an acting arrangement, and the post needs to be filled from within the department, then an email to existing, and appropriate, departmental staff will suffice.

6.3. Secondments or acting up cannot be converted to substantive appointments; a substantive post should have a new advertisement and a substantive WAF, regardless of the length of time the individual has been undertaking the role, they will require an interview following advertisement of a substantive position.

- 6.4. If the banding of the secondment post is a mixture of duties or has not been reviewed in the last 3 years, the post should be re-evaluated before advertising.
- 6.5. Where an internal secondment is agreed the Recruitment Team will issue an amendment to contract letter detailing the arrangements.
- 6.6. Arrangements in respect of cross-charging between the secondment parties should be made with the Group Finance Manager unless an HR2 is completed to move the individual to the receiving department's budget. Where a secondment is only a part time arrangement i.e. 0.5wte with the individual continuing with part of their substantive role, cross-charging between departments is preferable to the individual having 2 assignments.
- 6.7. Prior to an individual making an application for secondment, they should seek a commitment from their outgoing manager. This commitment will be that the individual's substantive post will remain open for them to return to unless they make specific arrangements for the individual to be redeployed at the end of their secondment i.e. a staff nurse post may not be held open as posts will usually be available on other wards.
- 6.8. If, following a secondment, an organisational change takes place in the substantive department, then the secondee should be included in any consultation process.

7. External secondments

Opportunities often arise for individuals to be seconded to another organisation to carry out a role. Secondments can be arranged for current Trust staff to be seconded out of the Trust i.e. an outgoing secondment or can be seconded from another organisation into the Trust i.e. an incoming secondment.

7.1. Outgoing secondments

- 7.1.1. For external secondments it will be the responsibility of the line manager to ensure that a formal written agreement is in place prior to the secondment commencing (Appendix 2).
- 7.1.2. The member of staff should give the details of the receiving manager to their substantive line manager who should liaise with HR First Contact Team who raise the agreement and will facilitate the arrangements between the parties.
- 7.1.3. The HR First Contact Team will complete the secondment agreement in Appendix 2 with details given from the receiving manager. They will then send the secondment agreement to the receiving manager for signature. On receipt of the signed document, the agreement should go to the line manager for signature and finally to the member of staff. Three copies of the signed agreement should be made; one for the member of staff, one for the receiving manager and one for the personal file.
- 7.1.4. Specific consideration should be given where approval has been given for external secondments in relation to cross charging i.e. the

reimbursement of salary/contractual and statutory sick, maternity or paternity pay/expenses and the continued management of staff in relation to Trust policies including, disciplinary, capability and absence management (including the notification of sickness absence). During a secondment members of staff will continue to be subject to Trust policies and procedures.

7.1.5. In addition, the line manager will be responsible for liaising with Finance and identified individuals in external organisations to ensure that appropriate cross charging arrangements are in place.

7.2. Incoming secondments

7.2.1. For individuals being seconded into the Trust, for the purposes of recruitment, they will be treated as any other new appointment with the appropriate employment checks being undertaken.

7.2.2. A formal agreement is usually received from the outgoing organisation with their employer remaining as their substantive employer. The incoming secondee should inform Recruitment of the individual to liaise with at their current organisation in order for the arrangements in terms of the agreement and cross-charging to be made.

7.2.3. It will be made clear to the member of staff that they are classed as a 'hosted' individual and are not employed by the Trust. They will return to their substantive employer at the termination of the secondment.

8. Secondment Process

8.1. Staff wishing to apply for an internal or external secondment should first complete the secondment request form (Appendix 1) which should be countersigned by the line manager.

8.2. The line manager should respond to the formal request in writing within 10 working days. Human Resources Department can be contacted for advice as necessary. All correspondence will be retained on the personal file.

8.3. When assessing a request, managers should consider the following:

- are there clear reasons identified for the secondment?
- are there clearly identified start and end dates?
- Are there any anticipated benefits to the Trust/department i.e. will the individual gain knowledge or new skills from the secondment?
- is this a development need, identified in the personal development plan?
- the training requirements and training needs during and following a period of secondment i.e. will a clinical member of staff be able to maintain their competencies/skill base?
- the replacement costs and cover arrangements – can these be accommodated?
- statutory obligations

- appraisal arrangements
 - return to the substantive post
 - the requirement to maintain contact during the secondment
 - exit/career plans for fixed term training posts
 - If a secondment is being sought for a member of staff whose right to work is via a Certificate of Sponsorship (see paragraph 9.2)
- 8.4. Where a secondment request is approved, managers should ensure everyone connected with the secondment is clear on the arrangements. This will include the member of staff, the seconding manager, the host manager, Payroll and Finance (Recharge for external secondments).
- 8.5. The receiving manager will be responsible for:
- appropriate induction/training to the Trust/new working area
 - ensuring any annual appraisal and mandatory training is completed
 - setting performance objectives for the period of the secondment
 - reviewing and managing the member of staff's performance
 - maintaining regular contact with the seconding manager

9. The Role of the Human Resources Department

- 9.1. The HR Department (Recruitment) will be responsible for advertising relevant posts in accordance with the Trust's Recruitment and Selection Policy; this includes ensuring all employment checks are undertaken in accordance with the Employment Check Standards.
- 9.2. If a secondment is being sought for a member of staff whose right to work is via a Certificate of Sponsorship then the HR First Contact Team should ensure UKBA regulations are adhered to at all times UKBA are informed as per the regulations and any necessary documentation is completed.

10. Terms and conditions of employment

Throughout any period of secondment, staff will normally remain employed by the Trust and remain on the Trust's payroll. Trust terms and conditions, policies and procedures will also apply and the time spent on secondment with another employer within or outside the NHS will not affect continuity of employment and associated terms and conditions.

11. Salary

- 11.1. If the secondment is to a higher band than the substantive post, pay will be set either at the minimum of the new pay band or, if this would result in no pay increase, to the first pay point in the band which *would* deliver an increase in pay. Where there has been an increase in pay, a new incremental date is given.
- 11.2. If the secondment post is in the same band as the substantive post then neither the pay, nor incremental date, will change.
- 11.3. Where the individual chooses to take a secondment post on a lower band than the substantive post for any reason, then the secondee will be paid at the

nearest pay point to their existing salary. Basic pay and allowances will not be protected and any continuing pay protection given as a result of organisational change will also cease.

11.4. On returning to the substantive post, the original terms and conditions of the substantive post will apply and the member of staff will revert to the incremental date applicable immediately before the secondment commenced with due regard being given to service in the seconded post when assessing the appropriate point on the scale.

11.5. Secondments to a higher banded post for up to and including six months will be treated as temporary movement to a higher band and paragraphs 6.32 – 6.34 of the Agenda for Change national agreement will apply in respect of incremental dates during the secondment i.e. 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. Where a post has on-call duties or unsocial hours, the appropriate payments will be paid.

12. Duration

Secondments will normally last between a minimum of three months and a maximum of two years; this may vary according to the circumstances. The period of secondment should be agreed and clearly defined in the secondment agreement signed by all parties, the seconding manager/organisation, the member of staff and the host manager/organisation. A model agreement for use in relation to external (outgoing) secondments is provided in Appendix 2 of this procedure.

13. Returning to the Substantive Post

13.1. Where a secondment has been agreed members of staff will have the right to return to the substantive post unless a redundancy situation arose during the period of secondment or there is some other reason why it is not reasonably practicable to return to the original job. In such circumstances staff will be fully consulted.

13.2. It is recognised that in certain circumstances there may be an overriding business need to fill the substantive post on a permanent basis. If this is decided prior to the secondment, the member of staff will be made aware that an alternative position will be available on their return i.e. staff nurse role on an alternative ward. If the situation arises during the secondment, staff should be consulted first and given the opportunity to return to the post they have vacated.

14. Further secondments/Extensions to secondments

14.1. Where a person is on secondment and is seconded into a further role, for whatever reason, then the person is still considered to be seconded from the original, substantive post. Therefore negotiations will need to take place with the manager from the substantive post on the length of the secondment. The initial secondment post is considered to have disappeared for the secondee

and will be treated as a vacant post suitable for another secondment opportunity or for advertising for a substantive replacement as appropriate.

- 14.2. Where an extension to a secondment is required, the secondee is required to gain authorisation from their substantive manager in order to be absent for a further period of time. If an extension is refused, the secondee will either return to their substantive post or will be subject to redeployment at the conclusion of the secondment. Redeployment arrangements will apply to substantive bands only. Staff may apply for higher graded posts via the normal recruitment process.

15. Refusing a secondment opportunity

- 15.1. Any member of staff may apply for a period of secondment but agreement to release a member of staff for the secondment should be based on the needs of the individual and the needs of the service that they are being seconded out of. If the manager feels that the individual can not be released, they should respond formally to the member of staff.
- 15.2. Acceptable reasons for refusing a secondment application are:
- Unable or likely to be unable to recruit additional staff to backfill the member of staff requesting the secondment
 - The additional costs involved will impose too great a burden on the service
 - Agreement to the request will have a detrimental effect on the department's ability to meet patient demands or will have a tangible detrimental effect on quality or performance of the service
 - Inability to reorganise work among existing staff
- 15.3. Where a request for a secondment is being denied then this should be reasonable and should be put in writing to the individual clearly stating the reasons for the denial within 10 working days of the original request. Staff who have their request denied may request a review by the next level of management within a further 10 working days.

16. Maintaining Contact

There is a dual responsibility on the member of staff and the substantive manager to maintain regular contact. This will ensure the member of staff is kept informed about on-going developments, changes and general information about the department and team.

17. Notice Periods

- 17.1. The notice period for termination by any party should be agreed in advance and documented in the secondment agreement.
- 17.2. Secondment opportunities will normally be allowed to run their course. However the Trust reserves the right, in exceptional circumstances, to recall staff prematurely if required. Termination prior to the expiry of the secondment will normally be subject to the agreed period of notice outlined in the secondment agreement.

17.3. Every effort will be made to redeploy those who may be misplaced in the event of an early termination of the secondment arrangements.

18. References

18.1. Recruitment and Selection Policy

18.2. NHS Terms and conditions of service handbook available at [www.nhsemployers.org/SiteCollectionDocuments/AfC tc of service handbook fb.pdf](http://www.nhsemployers.org/SiteCollectionDocuments/AfC_tc_of_service_handbook_fb.pdf)

Appendix 1

Secondment Request Form

Section 1 (Member of staff to complete and send to manager)

Name:		
Job Title:		Band:
Ward/Dept:		Division:
Tel No. for Contact.	Work:	Home:

Please give details of the post to which you wish to be seconded:

Please attach the job description and person specification

The secondment opportunity: internal/external

If external give details of organisation and a named contact below:

Organisation name:

Address:

Telephone:

Contact:

The date you would wish your request to commence?	
Please provide details of the duration of the secondment	

Why is the secondment being requested?

What are the perceived benefits to you and the Trust?

I am aware of the implications this request will have on my terms and conditions of employment and understand my obligations and responsibilities under the Secondment Procedure.

Signed: _____ Date: _____

Section 2 (Manager to complete and copy to the member of staff and personal file)

Recommendation: Request Approved/Not Approved*

Date of Meeting with member of staff (where appropriate):

As discussed, I have considered your request for a secondment and I am pleased to confirm that I am able to accept your application. I am able/unable to hold your post open in your current area of work until your return, however, an alternative will be provided.

Your secondment will commence from: _____ until: _____

Signature: Line Manager

Authorisation:Division Manager

Date:.....

I am sorry but I am unable to accommodate your secondment request on the following grounds: Please identify reason (tick where appropriate)

Additional costs	
Ability to recruit additional staff	
Planned organisational changes	
Impact on patient care	
Performance/Wellbeing issues	
A detrimental impact on performance	
The inability to reorganise work among existing staff	
A detrimental effect on ability to meet demand	

These grounds apply in the circumstances because:

Signed: _____ Date: _____

Print Name: _____ Designation: _____

Notes

If secondment is agreed, Manager to:

- a) Inform member of staff of outcome of request within 10 working days.
- b) Issue letter to member of staff and if appropriate make any necessary changes for payroll purposes
- c) Liaise with the host manager and finance regarding any recharges (for external secondments)
- d) Ensure a formal written agreement is in place prior to the secondment commencing (Appendix 2 and 3)
- e) Complete HR2a on Finance Tools
- f) On end of secondment, complete either an HR2a to resume substantive role or HR3 for a termination of contract
- g) Ensure copies of all documentation are placed on the member of staff's personal file

Appendix 2

UNIVERSITY HOSPITALS BIRMINGHAM NHS FOUNDATION TRUST SECONDMENT AGREEMENT (Outgoing)

THIS AGREEMENT is made on [INSERT DATE]

BETWEEN:

- (1) UNIVERSITY HOSPITALS BIRMINGHAM NHS FOUNDATION TRUST of Queen Elizabeth Hospital, Mindelsohn Way, Edgbaston, Birmingham B15 2WB ("the Trust")
- (2) [INSERT NAME OF INDIVIDUAL TO BE SECONDED] (the "Secondee"):
- (3) [INSERT NAME AND ADDRESS OF RECEIVING EMPLOYER] (The "Client"):

WHEREAS

The parties have agreed that the Secondee shall be seconded ("the Secondment") to the Client upon the terms of this Agreement with effect from [INSERT START DATE]

IT IS AGREED:

1. DURATION AND APPOINTMENT

- 1.1 The Trust shall make the Secondee available for Secondment to the Client on the basis of [INSERT HOURS/DAYS] days/hours per week. If the post is not full time, specific arrangements as to the time allocation of the Secondee between the Trust and the Client shall be made by agreement between the Trust and the Client, but on the basis that the Trust's requirements for the Secondee should take priority. The Secondee agrees to the Secondment of the Client on this basis and on the remaining terms set out in this Agreement.
- 1.2 Subject to clause 9, this Agreement and, therefore, the Secondment shall be with effect from [INSERT START DATE] and continue until [INSERT END DATE]. The Secondee will return to the Trust at the end of the Secondment.

2. SECONDEE'S DUTIES

- 2.1 The Secondee agrees to perform the tasks and duties of the attached Schedule A.
- 2.2 The Secondee agrees to perform their tasks and duties to a high professional standard and shall not bring the Trust's or the Client's names into disrepute.

3. PAYMENT AND EXPENSES

- 3.1 The Trust will continue to pay the Secondee's gross salary, employer's National Insurance Contributions and pension contributions, and deduct PAYE and National Insurance and other relevant contributions. Salary arrangements will continue to be negotiated and agreed by the Trust.
- 3.2 The Client shall pay to the Trust the sum of £[INSERT SALARY] per annum (the "Fee"), pro-rata. The Fee may not increase without prior agreement between the Client and the Trust. Such consent only to be given by those Trust representatives identified under clause 10.3.
- 3.3 The Trust will invoice the Client for the Fee monthly in arrears. The Client will pay the Trust within 28 days of the date on the invoice.
- 3.4 Subject to clause 3.5, the Fee represents the entire financial commitment of the Client to the Trust and the Secondee.
- 3.5 The Secondee shall be entitled to claim expenses on the customary terms applied to Trust staff subject to the prior consent of their Trust manager.
- 3.6 The Fee paid by the Trust shall be deemed ?inclusive of any VAT.

4. STATUS OF SECONDEE

- 4.1 The Secondee shall throughout the Secondment remain a member of staff of the Trust. At no time shall the Secondee be deemed to have become a member of staff or worker of the Client.
- 4.2 The Client shall be liable for and indemnify the Trust against all liabilities arising if the Secondee shall, against the intention of the parties, be deemed a Client member of staff or worker.
- 4.3 The Trust shall continue to meet all employment obligations with regard to the Secondee including those referred to at clause 3.1 above.
- 4.4 The Secondee shall not hold him/herself out in any way to be a representative of the Client nor shall he/she enter into any binding agreement on behalf of the Client without the prior consent of his/her Client Supervisor.

5. SECONDEE'S EMPLOYMENT CONDITIONS

- 5.1 The Trust warrants that it has disclosed in writing via the recruitment references process to the Client's Supervisor the terms of the Secondee's existing employment contract together with all material facts relating to the Secondee's service record. Such material facts shall include details of any special requirements or adjustments, illness, disciplinary record or any other factor which might reasonably be taken to influence the Client in deciding whether to take on the Secondee for the secondment, or which may otherwise affect the Client's working relationship with the Secondee.

- 5.2 Whilst on Secondment, the Secondee shall be entitled to the annual leave detailed in their substantive contract of employment (i.e. [INSERT ANNUAL LEAVE ENTITLEMENT days]). Leave days may be taken as agreed with the Secondee's Trust Manager and Client Supervisor. This arrangement can be changed by agreement with all parties.
- 5.3 Other employment conditions will be unchanged.

6. COMPLIANCE

- 6.1 The Secondee agrees to comply with the law together with all other rules and regulations of the Client, and to adhere to instructions issued by Client staff. Whilst on Client premises, the Secondee is required to comply with all Client policies and procedures.]
- 6.2 The Secondee, whilst on Secondment, shall be supervised by the Client Supervisor. During the Secondment, the Secondee will liaise with his/her Client Supervisor to keep him/her fully informed of all matters relating to or affecting the Secondee's ability to perform his/her duties, including consulting with him/her regarding any issues arising during the Secondment and agreeing availability (including dates for annual leave).

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 7.1 The Trust shall own absolutely all intellectual property rights in any material produced by the Secondee during the course of this Agreement or arising from or in connection with their Secondment.
- 7.2 The Client and the Secondee grant non-exclusive, free and perpetual licences to the Trust to use any of their intellectual property existing prior to the commencement of the Secondment where introduced by the Secondee as part of the Secondee's work for the Client.
- 7.3 The Secondee agrees that he/she will not at any time, whether during or after the Secondment, disclose to any third party information which comes to his/her attention as a result of the Secondment where such information is not already within the public domain, and is indicated or understood to be confidential. In particular, the Secondee accepts that in the performance of his/her duties he/she may be dealing with sensitive data which should be dealt with in accordance with the rules and practices applied by the Client, including the Client's code of practice on data protection.

8. LIABILITY

- 8.1 The Trust shall procure the performance of the Secondee's obligations under this Agreement.
- 8.2 The Client shall indemnify the Trust against any claim for loss, injury or damage:

- a) made by the Seconded arising out of any act or omission of the Client or agents where the loss, injury or damage was sustained by the Seconded in the course of carrying out his/her duties as a Seconded
 - b) made by a third party arising out of any act or omission of the Seconded where the loss, injury or damage was caused by the Seconded in the course of carrying out his/her duties as a Seconded
- 8.3 The Client shall be jointly and severally responsible for any legal claims brought by the Seconded arising out of the Secondment and its termination, including claims for breach of contract, redundancy, unfair dismissal or occupational pension benefits. The Client will indemnify the Trust in full with respect to such legal claims if the Trust is required to make payments to the Seconded in respect of any claims arising out of the secondment or the termination of the secondment. Such indemnity includes the money paid in satisfaction of the legal claim, interest and legal costs incurred
- 8.4 The Client and the Trust agree to fully co-operate with each other in relation to any legal claims and to promptly supply all information reasonably requested by the other and to assist in the other's defence of any legal claims.

9. TERMINATION

- 9.1 The Client or Trust may upon [INSERT NUMBER OF MONTHS] months written notice to the other party and the Seconded terminate this Agreement without further commitment.
- 9.2 The Client and the Seconded will conduct a review of the Seconded's performance annually. If the Seconded has failed to meet his/her objectives/targets, then the Client may terminate upon 1 month's written notice.
- 9.3 The Client and/or Trust may terminate this Agreement if any other party, including the Seconded, shall be in material breach of its commitments under this Agreement. Where such breach is remediable, then the party alleging breach shall give the other party/(ies) 28 days written notice to remedy the breach. If the breach has not been remedied, then the party alleging the breach may on 7 days further written notice terminate this Agreement.
- 9.4 In the event of this Agreement being terminated for any reason, the Seconded will return to the Trust and the Client shall have no further obligation to the Seconded or the Trust.
- 9.5 Nothing in this agreement shall require the Trust to provide any alternative member of staff in the event that the Seconded is, for any reason, unavailable to perform his/her duties under this Secondment, nor shall the Client be obliged to accept any alternative.

9.6 Any notice to be given may be delivered personally or sent by prepaid first class post to the address of the relevant party as set out above, and in the case of posting shall be deemed received within two days of posting.

10. GENERAL

10.1 This Agreement constitutes the entire understanding between the parties relating to the Secondment and supersedes all other previous arrangements, representations and promises made between the parties.

10.2 Neither party may assign, transfer or sub-contract any of its obligations under this Agreement.

10.3 This Agreement may not be varied without the prior written consent of all parties. In the case of the Trust, such prior written consent may only be given by [INSERT JOB TITLE] In the case of the Client, such prior consent may only be given by [INSERT JOB TITLE].

10.4 Failure on the part of any party to enforce, at any time or for any period of time, provisions of this Agreement shall not be construed as a waiver of such provisions and shall in no way affect either party's rights to enforce such provisions.

10.5 This Agreement shall be subject to the laws of England and the jurisdiction of the English courts.

Signed by: _____ Date: _____
(on behalf of the Trust)

Designation: _____

Print Name: _____

Signed by: _____ Date: _____
(on behalf of the Client)

Designation: _____

Print Name: _____

Signed by: _____ Date: _____
(Secundee)

Designation: _____

Print Name: _____