

<b>Secondment Policy</b>	
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## **1. PURPOSE**

This policy applies to all staff irrespective of their Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex and Sexual Orientation.

This document sets out Leeds Community Healthcare NHS Trust's (The Trust, LCH) standard Secondment policy and procedures. It has been drafted to comply with statutory requirements and follow best practice. This should be read together with other relevant Trust policies, procedures, and local guidance. The Policy and Procedures may be reviewed at the request of Management or Staffside by giving four weeks' written notice with reasons for the review.

## **2. TRUST APPROACH TO SECONDMENTS**

The Trust seeks to recognise development potential in the workforce and to provide appropriate opportunities to develop such potential to the benefit of individuals and the Trust. In this context, the Trust recognises the benefits that can be gained through offering secondments to staff who are seeking a career change or wishing to broaden their experience and knowledge of the NHS. The Trust also recognises the benefits that secondments to an external organisation, within or outside the NHS, can bring to the individual and the Trust.

The purpose of this document is to inform staff and managers about the nature of secondments, both external and internal to the organisation. It will also provide guidelines to assist all those involved in the secondment process to ensure that there is a consistent and fair approach for all secondments and that all concerned understand the process.

Secondments should be time limited and for a specific reason. Effective resource planning should be in place to avoid excessive extensions of secondments. Any extensions beyond what is advised within the policy could expose the organisation to risk. It is the relevant Manager's responsibility to ensure the timeframes within the policy are followed.

This policy applies to three main groups;

- Trust employees seconded to an external partner organisation,
- Trust employees seconded within the organisation.
- Non-Trust employees seconded into the organisation from an external partner organisation.

It sets out the principles under which the secondment will be managed. This policy does not cover those entering a fixed term role or a new role under acting up guidance.

### 3. DEFINITIONS

In this policy the following words and phrases shall have the following meanings.

<b>Secondment</b>	A transfer, for a temporary period (12 months with possible extension of 3 months totaling 15 months), to a post either within or external to the Trust. It is not a temporary post that attracts a temporary contract; it is a temporary transfer where the secondee's substantive post remains. In a situation where the substantive post is no longer available the relevant steps within this policy should be followed.
<b>Fixed Term Temporary Contract</b>	A contract lasting for a specific amount of time, which has been set and agreed in advance. Following the end of the fixed term temporary contract, the employee will not be guaranteed another role within the Trust. This is not covered by this policy.
<b>Acting Up</b>	In line with NHS Terms and Conditions "acting up" arrangements should not normally last more than six months or less than one month (Agenda for Change) or 14 days (Dental & Medical). This is not covered by this policy. Further guidance regarding acting up can be found in the Acting Up Guidance Document via The Trust's intranet.
<b>Substantive Manager or Organisation</b>	This is the manager or organisation that employs the member of staff, through a contract of employment.
<b>Partner Organisation</b>	An external NHS or non-NHS organisation to which a Trust employee is seconded.
<b>Secondment Manager</b>	The Secondee's temporary manager during the secondment period.
<b>Secondee</b>	The employee on Secondment.

### 4. RESPONSIBILITIES

#### 4.1 JOINT RESPONSIBILITY

Good working relations are vital for the Trust to operate successfully and provide its essential services. Management, trade unions and employees accept the responsibility of working together on issues in good faith and with goodwill with the shared intention of facilitating good working relations.

For an internal secondment the Secondee and the substantive manager will need to complete the Secondment Application form (See Appendix 1). Sections A – E should be completed prior to applying for the secondment opportunity (Trust employees only).

The Secondee, the substantive manager and the secondment manager should meet prior to the secondment to confirm arrangements for the secondment prior to commencement. The frequency of contact between the parties during the secondment should be agreed and documented as part of the secondment agreement.

## **4.2 MANAGEMENT RESPONSIBILITY**

Management is required to manage and to act fairly and consistently. Management is responsible for ensuring that the policies and procedures are disseminated effectively and observed by all employees.

Managers of employees seconded into their department should ensure that appropriate induction training takes place.

Managers should keep in mind that the Trust health and safety responsibility in respect of employees will extend to those seconded outside of the organisation.

To ensure paperwork is issued to confirm the secondment agreement made.

To make sure that the substantive manager or partner organisation is aware of any leave of absence.

To make the substantive manager or partner organisation aware of any performance, disciplinary or grievance issues.

To check and agree to the partner organisation's secondment agreement, consulting HR as necessary.

To make sure that Finance is aware of any secondments into the organisation and that the Trust is being invoiced correctly.

To ensure end dates are monitored effectively and relevant actions taken.

Although secondments are recognised as beneficial, line managers need to consider the impact of a secondment on their service and the need for cover of the consequent vacancy. Secondment requests will therefore be considered by management in line with business needs and may be refused on that basis. Requests should only be refused if there is a clear, demonstrable business reason why this is not practical.

The following should be taken into consideration:

- Leave arrangements.
- The employee's substantive role and how this work will be covered.
- Necessary paperwork completion, travel expenses.
- Salary invoicing arrangements.
- PDP arrangements.
- Maintaining Professional Registration.
- Induction and training requirements on return.
- Organisational changes.
- For secondments over 6 months account must be taken of the potential knowledge loss.
- Changing work practices.
- PDP, appraisal, and job plan (Medical and Dental Staff).

Regular contact with the secondee will minimise the impact of these and will help in a smooth transition back to the substantive role.

For secondments that require an extension beyond the initial period (up to 12-month period) (total maximum including extension 15 months), consideration will need to be given to business need. Where an extension cannot be accommodated due to business need, or a curtailment of the secondment period is required there will need to be a discussion with the secondee and relevant managers regarding the circumstances and an agreement reached; an outcome of this may be that the secondee will need to return to their substantive post.

Secondees need to be aware that, whilst they are on secondment, it may be necessary to recruit or promote someone else to carry out their substantive post. This may be done via a fixed term contract arrangement to provide temporary cover, or by offering a permanent contract. Where the latter is a possibility, this will be discussed with the secondee who may choose to end the secondment and return to their substantive post. This will avoid the situation where their substantive post is permanently backfilled.

Alternatively, the secondee may wish to continue with the secondment in the knowledge that they will most likely not be able to return to their substantive post when their secondment ends. Where this is the case, the seconding manager will become the substantive manager and before the end of the secondment period the new substantive manager will consider whether there are any vacant posts within the secondee's substantive business area/service commensurate with the secondee's substantive role. If there are no vacant posts, the employee will be entered into the redeployment process to find a suitable alternative role. At this stage, the employee will be advised that they are at risk of redundancy on the basis that, if no suitable alternative role is identified during the redeployment process, their employment may be terminated by reason of redundancy.

Where the secondee is seconded externally and there is the agreement to extend the secondment within the timeframes in the policy the substantive manager will retain responsibility for the employee including working with them as outlined above should their substantive post no longer be available.

Where the secondee's substantive post is no longer available due to organisational change, including where the substantive post is redundant, the Organisational Change policy and procedure should be followed and the secondee included in this activity to understand the impact.

On returning to the substantive post, the substantive manager should:

- Evaluate the secondment with the secondee and discuss how the employee can transfer their learning into the workplace.
- Update the employee on any new developments within the workplace.
- Carry out a review of the employee's return after three months.
- Ensure any recharge arrangements are ceased.
- Ensure that ESR is updated to reflect the employees return to the substantive post.

#### **4.3 EMPLOYEES' RESPONSIBILITY**

Employees have a duty to comply with the policies and procedures of the receiving organisation. If an employee has any questions or concerns about policies and procedures, they should raise these with their line manager or the Workforce Directorate

The secondee will be expected to adhere to all rules and regulations of the receiving department with the Trust or, if to a partner organisation, those pertained to the new organisation.

The secondee should meet with their substantive manager at least every three months .

The employee is instructed to observe all health and safety rules and instructions at their place of secondment.

#### **4.4 WORKFORCE DIRECTORATE RESPONSIBILITY**

The Workforce Directorate will work in partnership with managers and employee representatives to ensure employees are treated fairly and consistently within the framework of the Policy.

They will provide regular reports to the business units of all staff on secondment with relevant expiry dates. Managers will need to monitor these and take relevant action.

## **5. TYPES OF SECONDMENT**

### **5.1 External Secondments**

Where a Trust employee is seconded into a partner organisation either within or outside of the NHS but remains an employee of the Trust.

### **5.2 Internal Secondments**

Where a Trust employee is seconded internally, within the Trust.

### **5.3 Secondments into Leeds Community Healthcare**

Where a non-Trust employee is seconded into the Trust from a partner organisation.

## **6. GENERAL PRINCIPLES OF SECONDMENTS**

### **6.1 Identification of the Secondment**

Identification of projects that would benefit the Trust but may not be appropriate for an acting up opportunity or warrant the appointment of a new member of staff through a fixed term temporary contract.

When a vacancy arises, a manager may consider offering it as a secondment opportunity for an agreed period.

Where money might be identified specifically for promoting secondment opportunities.

### **6.2 Recruitment of Secondment Opportunities**

All potential secondment opportunities will be advertised in accordance with the Trust's Recruitment & Selection policy. All advertisements will state *'before applying for this secondment please gain permission from your line manager to undertake the secondment.'* In addition to completing the Trust's standard recruitment application form, applicants will need to complete an additional secondment application form which will include a section for the line manager to give their approval (Appendix 1).

Employees must seek approval from the manager to apply for the vacancy prior to submitting their application. Requests should only be refused if there is a clear, demonstrable business reason why this is not practical.

Where a secondment post becomes a permanent post the individual in that secondment may only be offered the post if a full recruitment process was carried out for the secondment, and it was made clear to all applicants at the point of advertising that there was a possibility of it becoming permanent.

If a full recruitment process was not followed, then a recruitment and selection process will need to be carried out and the seconded employee should not automatically gain the position on a permanent basis.



### **6.3 Written Secondment Agreement**

For external secondments (Trust employees temporarily seconded out of the Trust) the secondment agreement will be produced by the external Trust / organisation (the partner organisation) for agreement with LCH. Secondment managers should seek HR approval prior to signing a secondment agreement issued by an external organisation. This should be done at least 4 weeks prior to the secondment commencing.

For internal secondments a secondment letter will be sent to the employee detailing the secondment and any changes in their terms and conditions. The secondee will not receive a new contract of employment. The secondment letter will be issued by the Trust's Recruitment Team following completion of the recruitment process.

For secondments into the Trust, LCH will be responsible for producing the secondment agreement and this will be for agreement by the employing organisation. At least 4 weeks prior to the expected start date the responsible LCH manager is required to liaise with HR to arrange a secondment agreement.

### **6.4 Time Scales**

Secondments should be for a maximum period of 12 months with a clearly defined end date at the commencement of the secondment.

In exceptional circumstances for secondments that are for over 12 months Director approval must be obtained.

Extensions to secondments can be made if needed, but only if there are further benefits to be made to the individual and the Trust. Extensions can be granted with a maximum secondment period being 15 months in total.

During times of significant and prolonged capacity and demand pressure Leeds Community Healthcare reserves the right to terminate secondments and recall staff to support clinical service delivery without the need for notice periods to be observed.

All secondments should be reviewed quarterly, by the secondee, substantive manager and secondment manager.

### **6.5 Terms & Conditions**

#### **6.5.1 Internal secondments or external "out" secondments**

During an internal or external "out" secondment the terms and conditions of the substantive post will remain with the exception of the salary where relevant to the role

being undertaken. All seconded employees will remain under a contract of employment with the Trust. If the secondment is to a partner organisation the employee will continue to be paid by the Trust and the costs will be recharged, unless agreed otherwise in order to protect the employee's pension and service rights.

### **6.5.2 Secondments “into” the Trust**

If the secondment is into the Trust the secondee will remain on the terms and conditions of their substantive post, but the Trust will decide an appropriate salary where relevant to the role being undertaken, following the salary on appointment guidance. The substantive organisation will continue to pay the secondee and invoice the Trust, unless agreed otherwise.

Where a Trust employee is seconded internally the Trust will issue the secondee a letter offering them the secondment post, but the secondee will not be issued with a new statement of particulars as they will remain an employee of the partner organisation.

### **6.5.3 Returning to a substantive role following a secondment**

Employees returning to their substantive role following a secondment should remain in their team for at least 6 months before applying for any additional secondment opportunities in order to implement the learning from their secondment.

The undertaking of consecutive secondments would not be supported by the Trust.

Secondees need to be aware that, whilst they are on secondment, it may be necessary to recruit or promote someone else to carry out their substantive post. This may be done via a fixed term contract arrangement to provide temporary cover, or by offering a permanent contract. Where the latter is a possibility, this will be discussed with the secondee who may choose to end the secondment and return to their substantive post. This will avoid the situation where their substantive post is permanently backfilled.

Alternatively, the secondee may wish to continue with the secondment in the knowledge that they will most likely not be able to return to their substantive post when their secondment ends. Where this is the case, the seconding manager will become the substantive manager and before the end of the secondment period the new substantive manager will consider whether there are any vacant posts within the secondee's substantive business area/service commensurate with the secondee's substantive role. If there are no vacant posts, the employee will be entered into the redeployment process to find a suitable alternative role. At this stage, the employee will be advised that they are at risk of redundancy on the basis that, if no suitable alternative role is identified during the redeployment process, their employment may be terminated by reason of redundancy.

Where the secondee is seconded externally and there is the agreement to extend the secondment within the timeframes in the policy the substantive manager will retain responsibility for the employee including working with them as outlined above should their substantive post no longer be available.

Where the secondee's substantive post is no longer available due to organisational change, the Organisational Change policy and procedure should be followed and the secondee included in this activity to understand the impact.

#### **6.5.4 Trust salary**

For internal secondments the salary will be decided in accordance with agenda for change and medical and dental terms and conditions.

Should a pay step review be due whilst the employee is on secondment the pay step review guidance should be followed by the secondment manager.

#### **6.5.5 Salary in an NHS Organisation**

For external secondments where the partner organisation is an NHS organisation with NHS Terms & Conditions, the employee will during the period of the secondment, attract the salary in line with NHS pay scales, as agreed nationally. The incremental date and pay scales relevant to the employee are set out in the Written Secondment Agreement. The Trust will automatically process the employees' salary in line with the national agreement.

#### **6.5.6 Salary in a non-NHS Organisation or at a Very Senior Manager (VSM) Level**

For external secondments where the Partner Organisation is not an organisation forming part of the NHS or is an organisation forming part of the NHS in which the secondment is at a VSM level and attracts the VSM terms and conditions, the employee will during the period of the secondment, attract the same salary scales including any cost of living rises or increments of the Partner Organisation. The Partner Organisation will notify the employer of any changes to salary, giving at least two full months' notice to the change being implemented.

#### **6.5.7 Salary in a non-NHS Organisation that wishes to keep the Agenda for Change Salary Scale.**

For external secondments, where the Partner Organisation requests the employer to determine and manage the employee's salary, the employee will during the period of the secondment, attract the salary scales in line with the employer's pay scales. The employer will automatically process the employee's salary in line with the national/local agreement.

### **6.5.8 Salary on return to a Substantive Post**

Secondees returning to their substantive post within the Trust will return to the salary band or grade of the substantive post. Any pay steps that may have been missed whilst on secondment will be recognised, so that the employee is not disadvantaged from taking the secondment.

If on their return to the Trust the secondee has gained a post at a higher band to their original substantive post, their new salary will be dependent on the salary spine point they would have gone on to had they returned to their original substantive post. It will not be based on the salary paid during the secondment.

### **6.5.9 Secondments into the Trust**

For secondments into the Trust the manager will decide on an appropriate salary for the Secondee, following the NHS Terms and Conditions & salary on appointment guidance.

### **6.5.10 Pay Step Progression**

Should the secondee be eligible for a pay step progression whilst undertaking a secondment the secondment manager will be responsible for ensuring this is implemented.

For secondee's on external secondments, the substantive manager will be responsible for ensuring the pay step progression is applied, should the secondee be eligible.

## **6.6 Appraisals**

A learning and development plan should be agreed prior to the secondment. The plan should set out the learning objectives during the secondment; these objectives should be reviewed throughout the secondment by the substantive manager during scheduled review meetings.

Agreement between the substantive manager and secondment manager should be reached regarding who should undertake the secondee's appraisal.

### **6.6.1 For Internal Secondments**

The secondment manager will be responsible for undertaking appraisals during the secondment period. Where during the employee's secondment, the employee was due to go through a pay step progression the secondment manager will be required to conduct the pay step review process.

## **6.6.2 For External Secondments**

Where the Partner organisation is an NHS organisation attracting Agenda for Change Terms and Conditions or the Partner organisation is not an NHS organisation, but the employee is attracting Agenda for Change Terms and Conditions, the Partner Organisation will be required to undertake an appraisal in line with their policy, and forward to the Trust, in order to establish whether the employee is eligible for any due pay step progression.

Where the Partner Organisation is not an organisation forming part of the NHS or is an organisation forming part of the NHS in which the secondment is at a VSM level and attracts the VSM terms and conditions, the employee will be annually appraised in accordance with the Partner Organisation's or NHS's VSM policy and procedures.

## **6.7 Training**

It is the responsibility of the partner organisation or secondment manager to provide any statutory and mandatory training required for the secondee to be able to fulfil the role.

## **6.8 Professional Registration**

If the substantive post has the requirement to be registered with a professional body this registration must be maintained and updated throughout the secondment, in line with the Trust's Professional Registration policy. The employer and the partner organisation will support the individual where appropriate to maintain this registration.

## **6.9 Annual Leave**

The secondee's holiday entitlement during the secondment period shall be calculated in accordance with their entitlement under the contract of their substantive post. Annual leave accrued during the secondment should be agreed with the substantive manager and the partner organisation and must be taken during the secondment.

## **6.10 Sickness Entitlement**

The secondee's sickness entitlement during the secondment period shall be calculated in accordance with their entitlement under the contract of employment of their substantive post. Absence due to sickness must be reported to the substantive manager for payroll and reporting purposes.

### **6.11 Other Leave**

Arrangements should be made prior to the secondment for reporting any other leave to the substantive manager, the substantive organisation will need to be kept informed of any leave for payroll and reporting purposes.

### **6.12 Notice Period**

Should there be a requirement for early termination of the secondment by either party, notice periods will be in line with the employee's substantive terms and conditions. Any individual agreements should be reflected in the secondment agreement.

During times of significant and prolonged capacity and demand pressure Leeds Community Healthcare reserves the right to terminate secondments and recall staff to support clinical service delivery without the need for notice periods to be observed.

### **6.13 Others**

Any other changes to terms and conditions, e.g., lease cars, should be agreed prior to the secondment and documented.

## **7. DISCRIMINATION AWARENESS**

The Trust expects the same standards of conduct of all employees. Managers should bear in mind the possibility that some employees may need assistance to follow or understand rules or procedures because of language or disability factors, for example. If such assistance is needed or requested, consideration should be given to providing it.

## **Appendix 1**

### **Secondment Application Form**

This application should be completed prior to applying for the Secondment.

#### **SECTION A – Personal Details**

Applicants Name	
Email Address	
Contact Number	

#### **SECTION B - Details of Current/Substantive Role**

Directorate		Team	
Job Title		Line Manager	
Band		Band Point	Increment Date

#### **SECTION C - Details of Secondment Post**

Organisation		NHS	Yes / No
Job Title			
Location			
Line Manager		Contact Number	
Start Date		End Date	
Salary Band or Pay Scale		Hours	
Invoice Address			

***Please attach the Job Description and Person Specification***

#### **SECTION D - Reasons why you would like to take up the secondment opportunity.**

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## SECTION E - Approved in Principle / Not Approved

If not approved in principle, please specify the reason why.		
<b>Line Manager's Signature:</b>	<b>Line Manager's Name:</b>	<b>Date:</b>

## SECTION F – Secondment Checklist

All items on the secondment checklist should be signed off by the substantive manager.

<b>Secondment Checklist</b>	<b>Initial on Completion</b>
The secondment agreement has been agreed and signed off with the Partner Organisation	
The secondment agreement has been agreed and signed off with the Employee	
Contact dates during the secondment have been agreed between all parties	
Invoice arrangements have been agreed with Finance The person responsible for raising invoices is <b>INSET NAME HERE</b>	
Agreement has been reached in relation to the Appraisal/ performance review	
Appraisal/ performance review dates have been agreed	
The salary on return to the substantive post has been calculated and agreed.	
If professional registration to be maintained, agreement is in place how this will be monitored	
Payment of Travel and other Expenses have been agreed	
Notice periods have been agreed	
Communication of annual leave, sick leave, carer's leave etc. has been agreed.	
Salaries and paperwork has been completed – SW2	



**SECTION G - Final Approval**

<b>Applicant / Secondee's Signature:</b>	<b>Applicant / Secondee's Name:</b>	<b>Date:</b>
<b>Line Manager's Signature:</b>	<b>Line Manager's Name:</b>	<b>Date:</b>
<b>HR Representative's Signature:</b>	<b>HR Representative's Name:</b>	<b>Date:</b>

## Appendix 2

### Internal Secondment

LCH Manager identifies a secondment opportunity and advertises the opportunity in line with the Trust's Recruitment and Selection Policy.

LCH Employee completes sections A-D of the Secondment Application Form and submits the request to their Line (Substantive) Manager prior to applying for the secondment.

Line Manager approves the request and completes section E of the Secondment Application Form.\*.

Employee applies for the secondment and is appointed to the role.

Seconded, Substantive Manager and Secondment Manager meet to discuss secondment arrangements.

LCH's Recruitment Team carry out the necessary checks and issue a letter confirming the secondment.

Secondment application and secondment letter are signed.

The Secondment Manager completes the SW2 – Employee Change Form or Additional Assignment Form.

Secondment commences.

\*If the request is declined the manager should communicate this with the individual, giving a justifiable business reason as to why it has not been agreed.

The Substantive Manager should agree and maintain regular contact with the secondee throughout the secondment.

3 months prior to the end of the secondment the Substantive Manager should commence conversations regarding the secondee's return.

**Appendix 3**

**External Secondment (Out of LCH)**

LCH Employee completes sections A-E of the Secondment Application Form and submits the request to their Line (Substantive) Manager prior to applying for the secondment.

Line Manager approves the request\*.

Employee applies for the secondment and is successful in their application.

Secundee, Substantive Manager and Secondment Manager meet to discuss secondment arrangements.

Substantive Manager issues a Confirmation of External Secondment letter to the employee.

At least 4 weeks prior to the secondment start date the external organisation drafts the secondment agreement.

The Substantive Manager liaises with Finance regarding the agreed salary and invoicing.

The Substantive Manager reviews the secondment agreement with HR.

Secondment application and agreement are signed.

The Substantive Manager completes the SW2 – Employee Change Form or Additional Assignment Form.

Secondment commences.

\*If the request is declined the manager should communicate this with the individual, giving a justifiable business reason as to why it has not been agreed.

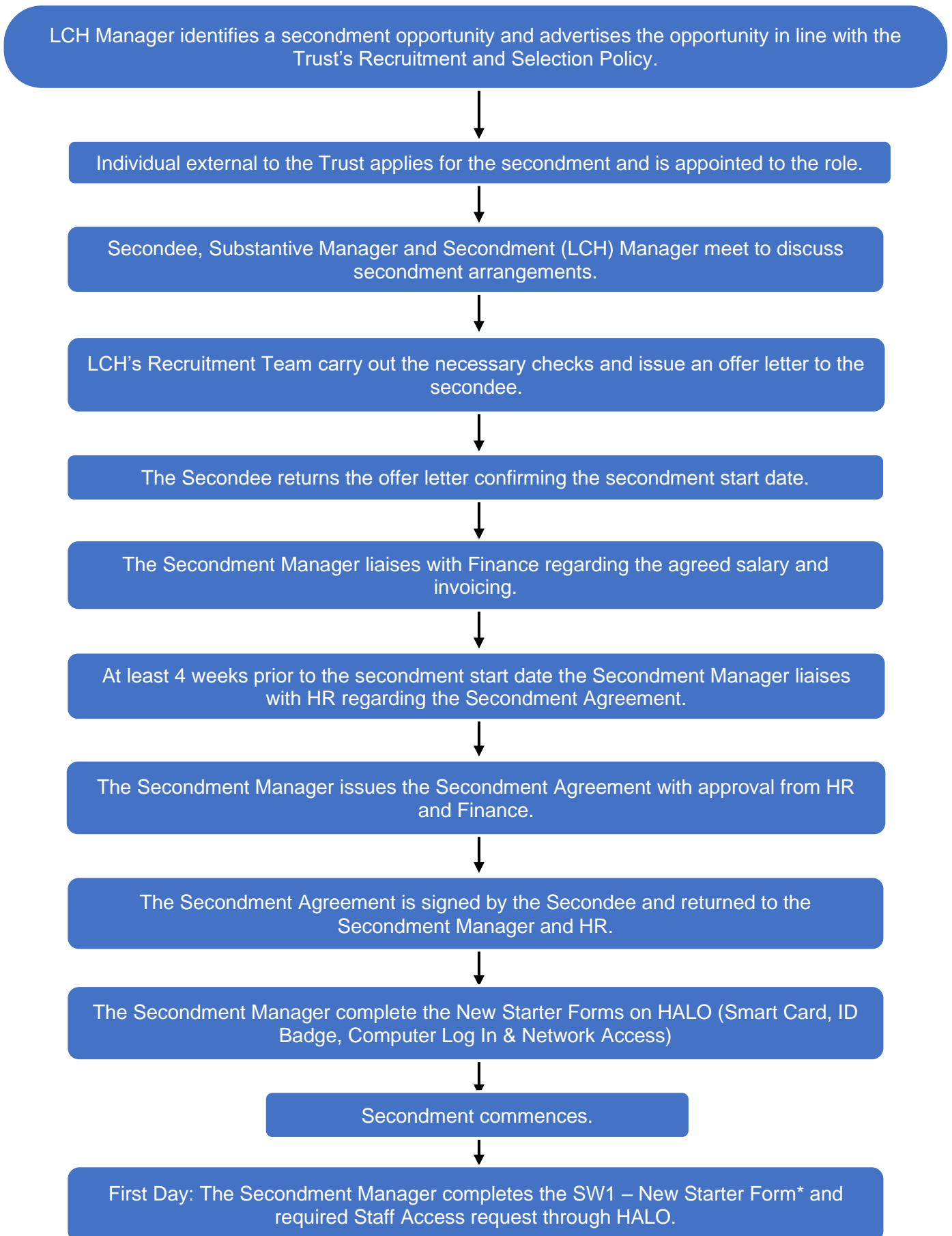
Any necessary changes are made to the secondment agreement.

The Substantive Manager should agree and maintain regular contact with the secundee throughout the secondment.

3 months prior to the end of the secondment the Substantive Manager should commence conversations regarding the secundee's return.

## Appendix 4

### Secondment Into Leeds Community Healthcare



\*If the secondee is being paid directly by LCH an SW1 form will be required. If the external organisation is paying the secondee and invoicing LCH clinical system access can be requested through HALO under Non-LCH Staff