

Secondment Procedure

This Procedure gives guidance to managers and employees regarding the process to follow where they are seconding an employee either into or out of their department.

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|---|--------------------------------------|--------------------------|
| Key Words: | Secondments, Expressions of Interest | |
| Version: | 2 | |
| Adopted by: | Strategic Workforce Group | |
| Date Adopted: | 20 September 2017 | |
| Name of Author: | Daniel Norbury | |
| Name of responsible Committee: | Workforce and Wellbeing Group | |
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| Type of Procedure | Clinical | Non Clinical X |
| Which Relevant CQC Fundamental Standards? | 18 | |

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Version Control and Summary of Changes

| Version number | Date | Comments (description change and amendments) |
|----------------|------------|---|
| 1 | 09/2016 | New procedure to rationalise existing procedures and agree a common approach to activity with UHL. |
| 1.1 | 01/2018 | "Where a grievance relates entirely to any of the terms and conditions agreed by the Host organisation, it may be appropriate for the grievance to be heard under their policy/procedure, with input from the substantive employer as required" added to point 5 of the secondment agreement. |
| 2 | April 2021 | No changes to legal status of policy, full review by March 2022. |

For further information contact:

Human Resource Manager Employee Resourcing

Equality Statement

Leicestershire Partnership NHS Trust (LPT) aims to design and implement procedure documents that meet the diverse needs of our service, population and workforce, ensuring that none are placed at a disadvantage over others.

It takes into account the provisions of the Equality Act 2010 and promotes equal opportunities for all.

This document has been assessed to ensure that no one receives less favourable treatment on the protected characteristics of their age, disability, sex (gender), gender reassignment, sexual orientation, marriage and civil partnership, race, religion or belief, pregnancy and maternity.

In carrying out its functions, LPT must have due regard to the different needs of different protected equality groups in their area.

This applies to all the activities for which LPT is responsible, including procedure development and review.

Due Regard

LPT must have **due regard** to the aims of eliminating discrimination and promoting equality when policies are being developed. Information about due regard can be found on the Equality page on e-source and/or by contacting the LPT Equalities Team.

The Due regard assessment template is Appendix 3 of this document

Definitions that apply to this Procedure

All procedural documents should have a definition of terminology to ensure staff clearly understand what is being described (refer to Policy for Policies for assistance).

| | |
|--------------------------------|---|
| Secondee | Secondee is the individual being seconded. |
| Seconding Manager | Seconding Manager is the individual who manages the secondee in his or her substantive post. |
| Host Manager | Host Manager is the individual who will manage the secondee during the secondment. |
| Substantive Post | Substantive Post is the original post that the employee was in prior to the secondment. |
| Expressions of Interest | Expressions of Interest is a way to advertise a secondment post where you require a specific set of skills and/or experience which would be held by a pool of internal candidates and where it is unlikely that anyone else in the wider organisation would be able to undertake the role. This should be completed with an appropriate selection process. This should be discussed with your HR representative. |
| An External Secondment | An External Secondment is where a person is seconded from LPT to an external third party organisation, or the person being seconded is initially from an external organisation being seconded to LPT |
| An internal Secondment | An internal Secondment is where an employee is seconded from one LPT department to another |

1.0. Purpose of the Procedure

- 1.1 This document sets out the Leicestershire Partnership NHS Trust (LPT) NHS Trusts Procedure and Procedures for seconding staff both internally and externally to the Trust.
- 1.2 The Trust recognises that secondment opportunities are valuable for both the employee and organisational development, providing the opportunity for career development and skills enhancement.
- 1.3 The aim of this Procedure is to ensure that there is a robust procedure for the implementation of secondments internally and externally to LPT, and to provide an accountable and transparent framework ensuring that secondment opportunities are equitable, fair, safe and effective in meeting the needs of the individual and the organisation.

2.0. Summary and Key Points

- 2.1. This procedure clarifies the processes for different types of secondment including how they should be advertised and staff selected to them, what steps are required to ensure that staff selected for secondment are safe to carry out the secondment and how management processes such as dealing with financial arrangements and the end of secondment periods should work.
- 2.2. This Procedure applies to all LPT employees with the exception of workers on bank staff contracts.
- 2.3. Please note that for staff employed on a temporary basis if the secondment should exceed the duration of the fixed term contract, there is no guarantee of a role at the end of the secondment with the original organisation.
- 2.4. This procedure does not apply to secondments to training.

3.0. Introduction

- 3.1. This procedure is to explain different types of secondments and the processes that are required for each so that they are employed consistently across the Trust.
- 3.2. This procedure has been developed in conjunction with University Hospitals Leicester to help provide a consistent approach to this activity across the area.

4.0. Duties within the Organisation

- 4.1 The Trust Board has a legal responsibility for Trust policies and for ensuring that they are carried out effectively.
- 4.2 Director of Human Resources & Organisational Development – Executive Lead:
 - To ensure the development and implementation of appropriate guidance on secondment agreements. To ensure that any changes to terms and conditions and legal implications are reflected in the Procedure.

5.0. Human Resources Department

- Support managers in drawing up secondment agreements between departments/organisations
- Provide support and advice to staff on any aspect of their employment, terms and conditions of service.
- Promote the Procedure and give general guidance and support to managers.
- Promote consistent Procedure application across the Trust through regular monitoring.

6.0. Manager Responsibilities

There are a range of different situations where a secondment arrangement will take place.

Adhere to the appropriate vacancy and authorisation processes

There are some common responsibilities to all types of secondment. Additionally you will need to refer to the particular secondment arrangement that you want to put in place. These are detailed further below in section 8.

Please note this procedure does not apply to secondments to training.

7.0. Secondee Responsibilities

- Ensuring they consult with their line manager and have their support prior to applying for any secondment.
- Adhering to LPT employment policies and procedures throughout the duration of any secondment. Individuals are expected to act as ambassadors for the Trust and should not act in any way which might bring the Trust into disrepute.
- Adhering to any local policies or procedures as required by the host organisation.
- Informing the Host Manager of any specific needs or adjustments to support their integration into the new workplace.
- Ensuring (if their substantive role requires them to be registered) they maintain their professional registration even if the secondment is to a post where such a requirement is not necessary (for example a trained nurse being seconded to a corporate department).
- Maintaining regular contact with their seconding manager.
- The secondee must attend all statutory and mandatory training relevant to the secondment position.
- Once in post, objectives should be agreed between the Host Manager and the secondee along with the identification of any training and development needs.
- Secondments outside of the NHS may require a return to NHS duties for short periods during the term of the secondment to ensure professional registration is maintained and meet revalidation requirements. The secondee will need to make sure they are liaising with your substantive manager to arrange opportunities to maintain their professional registration. In the event of failure to maintain professional registration the following policies will apply revalidation/disciplinary/professional registration.

- Additionally there are some eligibility criteria a secondee must meet:
- Have been in their current post for a minimum of 12 months at the time of the closing date on the advertisement for the secondment.
- If the individual is subject to a current disciplinary sanction that is live at the time they make an application, they cannot be considered for a secondment.
- An employee applying for a secondment will need to have achieved an overall rating in their most recent appraisal of at least "Acceptable in all areas".
- Please note that for staff employed on a temporary basis if the secondment should exceed the duration of the fixed term contract, there is no guarantee of a role at the end of the secondment with the original organisation.
- Whilst on secondment ensuring that they take responsibility for keeping the mandatory training requirements of their role up to date. Additionally to take responsibility for their pay step if due, and that undertake an appraisal with the host department/organisation and arrange for the feedback from this appraisal to be given to their substantive manager to administer the processes around any pay step that is due.
- At end of the secondment period, the employee will return to their original band. Where pay step progression would have occurred in their substantive post whilst the employee was on secondment, the employee will be awarded the relevant pay step credit to the pay point they return from the secondment on.

8.0. Different Types of Secondment

8.1 There are 4 different secondment arrangements covered by this procedure:

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| <p>A) External secondment (out) Secondment from LPT to Third party organisation so you are the manager arranging to second the employee out</p> | <p>B) External secondment (in) Secondment from Third party organisation to LPT so you are the manager hosting the seconded employee</p> |
| <p>C) Internal Secondment from Department A to B within LPT. You are the manager of Department A so you are the manager arranging to second the employee out</p> | <p>D) Internal Secondment from Department A to B within LPT. You are the manager of Department B hosting the seconded employee</p> |

This procedure does not apply to secondments to training.

The following tables explain the process and responsibilities for the manager for each arrangement.

| | |
|---|---|
| Secondment scenario: | A) External secondment (out)- secondment from LPT to Third party organisation - tick off as complete. In this scenario you are the Seconding Manager |
| Manager Responsibilities | <ul style="list-style-type: none"> ○ Give consideration and, whenever possible, support a request for a secondment, particularly where it will benefit both individual and organisation. ○ Provide a full written explanation detailing the reasons why they cannot authorise a move (if applicable). ○ To ensure that a written agreement (see appendix below) is in place and signed by all three parties (Seconding Manager, Host Manager and the Secondee) prior to the secondment commencing. LPT managers signing an agreement must be an appointing officer of the Trust. ○ Agreeing the arrangements for the Secondee to contact them regularly to keep updated about the Trust, their Directorate or their department. ○ Liaise with the Host Manager and secondee to administrate any pay step progression that becomes due during the secondment period as long as the secondee meets the requirements to earn the pay increase in line with organisational Procedure. This would include evidence of a satisfactory performance appraisal by the host organisation. ○ Liaise with the Host Manager and Secondee in a timely manner regarding the end date of the secondment, e.g. in the event of extension or premature termination. ○ Maintain regular contact with the Secondee and the Host Manager and notify the employee of any organisational change that would affect the employee's substantive post. In particular ensure they are appropriately considered in any management of change relating to their substantive post. |
| Finance responsibilities- for manager to discharge | <ul style="list-style-type: none"> ○ Ensuring financial arrangements have been agreed between the Seconding Manager and Host Manager to cover items such as how salary will be paid/recharged, how expenses will be administered etc. ○ The Seconding Manager and Host Manager must agree the financial arrangements prior to the commencement of the secondment. ○ This will result in LPT continuing to pay the salary and any expenses due to the Secondee during the period of the secondment and liaising with the finance department to recharge all of these costs to the host department, Directorate or organisation. ○ You must arrange how the host employer or department will reimburse the substantive employer or department the full salary and employers costs including tax, National Insurance and Pensions Contributions. |
| Health and Safety responsibilities | <ul style="list-style-type: none"> ○ The host employer will be responsible for the Employer's Liability Insurance and have a duty of care under the relevant Health and Safety legislation for the secondee. |
| Employment conditions | <ul style="list-style-type: none"> ○ Seconded employees will maintain their terms and conditions of employment whilst on secondment. ○ However, where the secondment is to a post of a different grade or hours, the hours and grade of that post will apply. All other conditions of employment such as sick leave and annual leave will remain the same as the original substantive post. |

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| | <ul style="list-style-type: none"> ○ Under no circumstances will hours or pay protection apply to an employee deciding to accept a secondment at lower band or hours, unless the secondment is being considered as a suitable alternative to redundancy. ○ Any pay enhancements that would normally apply to the individual's substantive post will not continue during the period of secondment. However any pay enhancements earned in the seconded post will be paid in accordance with the entitlements of that post. ○ Pay steps will continue to be applied in line with the NHS terms and conditions including requirements around satisfactory performance appraisal and maintaining professional registration. ○ Upon completion of the secondment, when the secondee returns to their substantive or equivalent post in their original area of work their salary and hours of work will return to that of the substantive/equivalent post. |
| Policies the secondment will be conducted under | <ul style="list-style-type: none"> ○ The Seconded employee will be subject to the operational policies and procedures from the host organisation apart from their core terms and conditions, i.e. sickness absence, annual leave, disciplinary, grievance and capability policies and procedures. Where operational policies and procedures are not in existence the employee will revert to the substantive policies and procedures of LPT. ○ Where a grievance relates entirely to any of the terms and conditions agreed by the Host organisation, it may be appropriate for the grievance to be heard under their policy/procedure with input from the substantive employer as required. |
| How the secondment should be arranged | <ul style="list-style-type: none"> ○ The third party organisation will be responsible for advertising and appointing to the opportunity in line with their selection processes. |
| HR responsibilities around recruitment checks | <ul style="list-style-type: none"> ○ Provide information to third party employer to confirm satisfactory recruitment checks in place and conduct any remedial checks that may be required. |
| What should happen at the end of the secondment | <ul style="list-style-type: none"> ○ Seconding Manager to meet with the employee at least 6 weeks before the termination of the secondment to discuss their return to their substantive post or comparable post. Confirm this in writing at least 4 weeks before the termination date of the secondment. ○ Seconding Manager to debrief the employee upon their return to the department and provide refresher training and local induction as appropriate. ○ It must be made clear to the Secondees by the Seconding Manager that they have the right to return to their substantive post at the end of the secondment- unless through unforeseen circumstances the post has changed significantly or no longer exists, in which case the secondee should be consulted with in line with the Management of Change Procedure; or the Secondees is on a fixed term contract which would expire before the end of the secondment. |

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| Secondment scenario: | B) External secondments (in) - secondment from Third party organisation to LPT - tick off as complete. In this situation you are the Host Manager. |
| Manager Responsibilities | <ul style="list-style-type: none"> ○ To ensure that a written agreement (see appendix 5) is in place and signed by all three parties (Seconding Manager, Host Manager and the Secondee) prior to the secondment commencing. LPT managers signing an agreement must be an appointing officer of the Trust. ○ In a timely manner, liaising with the Seconding Manager and Secondee regarding the end date of the secondment, e.g. in the event of extension or premature termination. ○ Provide local induction into team seconded to. |
| Finance responsibilities for manager to discharge | <ul style="list-style-type: none"> ○ Ensuring financial arrangements have been agreed between the seconding organisation and LPT to cover items such as how salary will be paid/recharged, how expenses will be administered etc. The Host Manager and Seconding Manager must agree the financial arrangements prior to the commencement of the secondment. |
| Health and Safety responsibilities | <ul style="list-style-type: none"> ○ LPT will be responsible for the Employer's Liability Insurance and have a duty of care under the relevant Health and Safety legislation for the secondee. |
| Secondee Responsibilities | <ul style="list-style-type: none"> ○ Where operational policies and procedures are not in existence the employee will be treated under policies and procedures of LPT. |
| Policies the secondment will be conducted under | <ul style="list-style-type: none"> ○ The seconded employee will be subject to the operational policies and procedures from their original organisation for their core terms and conditions, i.e. sickness absence, annual leave, disciplinary, grievance and capability policies and procedures. ○ Additionally the secondee will need to comply with any operational policies of LPT relating to their job role whilst seconded. |
| How the secondment should be arranged | <ul style="list-style-type: none"> ○ The LPT manager will be responsible for advertising and appointing to the opportunity in line with their recruitment and selection processes. |
| HR responsibilities around recruitment checks | <ul style="list-style-type: none"> ○ Confirm with third party employer that satisfactory recruitment checks in place and gain assurance that any remedial checks that may be required are completed. ○ Issue secondment agreement. |
| What should happen at the end of the secondment | <ul style="list-style-type: none"> ○ Host Manager to ensure that the manager of the organisation seconding the secondee is contacted at least 6 weeks before the termination of the secondment so as to allow for a smooth transition for the secondee back to their original employer. |

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| Secondment scenario: | C) Internal Secondment from Department A to B within LPT, and you are the manager of Department A so you are the Seconding Manager arranging to second the employee out - tick off as complete |
| Manager Responsibilities | <ul style="list-style-type: none"> ○ Give consideration and, whenever possible, support a request for a secondment, particularly where it will benefit both individual and organisation. ○ Provide a full written explanation detailing the reasons why they cannot authorise a move (if applicable). |
| Finance responsibilities for manager to discharge | <ul style="list-style-type: none"> ○ Ensure that Department B complete H2 form to move the secondee on to their cost centre/budget. |
| Health and Safety responsibilities | <ul style="list-style-type: none"> ○ Transfer to Department B. ○ Make sure that you have informed the Host Manager of any particular adjustments that are in place to support the employee being seconded. |
| Policies the secondment will be conducted under | <ul style="list-style-type: none"> ○ LPT policies. |
| How the secondment should be arranged | <ul style="list-style-type: none"> ○ n/a – done by Department B. |
| HR responsibilities around recruitment checks | <ul style="list-style-type: none"> ○ Ensure that the checks in place for Department A are also appropriate for Department B and put in place any remedial checks to get them to the correct standard. |
| What should happen at the end of the secondment | <ul style="list-style-type: none"> ○ Seconding Manager to meet with the employee at least 6 weeks before the termination of the secondment to discuss their return to their substantive post or comparable post. Confirm this in writing at least 4 weeks before the termination date of the secondment. ○ Seconding Manager to debrief the employee upon their return to the department and provide refresher training and local induction as appropriate. ○ It must be made clear to the secondee that they have the right to return to their substantive post at the end of the secondment, unless through unforeseen circumstances the post has changed significantly or no longer exists, in which case the secondee should be consulted with in line with the Management of Change Procedure or the Secondee is on a fixed term contract which would expire before the end of the secondment. |

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| Secondment scenario: | D) Internal Secondment from Department A to B within LPT, and you are the Host Manager of Department B hosting the seconded employee- tick off as complete |
| Manager Responsibilities | <ul style="list-style-type: none"> ○ Selection of person for secondment in line with LPT recruitment and selection Procedure. ○ Provide local induction into team seconded to. |
| Finance responsibilities for manager to discharge | <ul style="list-style-type: none"> ○ Complete H2 form to move the employee onto your cost centre. |
| Health and Safety responsibilities | <ul style="list-style-type: none"> ○ Transfer to you. ○ Make sure that you are aware of any particular adjustments that are in place to support the employee being seconded. |
| Policies the secondment will be conducted under | <ul style="list-style-type: none"> ○ LPT policies. |
| How the secondment should be arranged | <ul style="list-style-type: none"> ○ The LPT Host Manager will be responsible for advertising and appointing to the opportunity in line with their selection processes. |
| HR responsibilities around recruitment checks | <ul style="list-style-type: none"> ○ Ensure that the checks in place for Department A are also appropriate for Department B and put in place any remedial checks to get them to the correct standard. |
| What should happen at the end of the secondment | <ul style="list-style-type: none"> ○ Ensure that the Seconding Manager of Department A seconding the secondee is contacted at least 6 weeks before the termination of the secondment so as to allow for a smooth transition for the secondee back to their original role. |

9.0. What happens if a secondment finishes early?

9.1 During the secondment, should either party have cause to be dissatisfied with the secondment such as with regard to performance issues, work allocation, supervision etc. they should raise the matter with each other informally in the first instance with the aim of finding a satisfactory resolution. If this is not achieved advice should be sought from your HR representative.

9.2 In the unlikely event that it should be necessary to terminate the secondment, whether through the choice of the individual secondee, the host organisation or the substantive employer, the following action will be taken:

- All parties will be informed in writing with a suitable period of not less than 28 working days to be given to all parties to ensure arrangements are in place to accommodate any necessary change. This will apply except in the case of gross misconduct where the employee may be summarily dismissed without notice in accordance with LPT's Disciplinary Procedure.
- Where a post has been temporarily filled during the absence of the secondee, a suitable alternative post will, if possible, be identified for the duration of the secondment period.
- Managing the circumstances remains at all times the mutual responsibility of the secondee, the host organisation and the established employer.

9.3 Maternity, Parental, Adoption Leave or Sick Leave during the Secondment

If during the secondment the Secondees needs to start maternity, parental or adoption leave or long term sick leave (greater than 4 weeks) then this must be addressed by the Seconding Manager/employer. This will allow for the secondment to be fulfilled by somebody else, if necessary.

10.0. Training needs

There is no training requirement identified within this Procedure.

11.0. Monitoring Compliance and Effectiveness - complete the template below

| Ref | Minimum Requirements | Evidence for Self-assessment | Process for Monitoring | Responsible Individual / Group | Frequency of monitoring |
|-----|--|--|---|---|----------------------------|
| 8 | Follow relevant process for secondment being carried out | Manager to be able to produce written documentation e.g. emails that confirm various stages of process carried out | Random sample of secondments to see if followed process | | Carried out every 6 months |
| 8 | Follow relevant process for secondment being carried out | | Review any complaints around secondment process | Human Resource Manager Employee Resourcing | 6 monthly review |

12.0. Standards/Performance Indicators

| TARGET/STANDARDS | KEY PERFORMANCE INDICATOR |
|---|--|
| 18(1) Sufficient numbers of suitably qualified, competent, skilled and experienced persons must be deployed in order to meet the requirements of this Part. | |
| That secondments take place smoothly both within LPT and with external partner organisations. | Exception reporting on issues that occur |
| That secondments are carried out in a fair way that means the most competent and skilled employees are given fair opportunity to secondments. | Spot check on employees who are showing on secondment within the organisation to establish process was followed in appointing to role. Review at 24 months after launch of procedure that the procedure has operated as expected. |
| That secondees are safe to do the work they are seconded to do. | Exception reporting on secondments finishing early due to conduct/competence grounds |
| That costs are controlled and unnecessary costs are not incurred in the process of carrying out secondments. | Exception reporting on issues that occur |

13.0. References and Bibliography

Procedure was drafted with reference to the following:

Nottingham University Hospitals NHS Trust Secondment Policy Date Approved 30 November 2015

Appendix 1

The NHS Constitution

The NHS will provide a universal service for all based on clinical need, not ability to pay. The NHS will provide a comprehensive range of services

| | |
|--|--------------------------|
| Shape its services around the needs and preferences of individual patients, their families and their carers | <input type="checkbox"/> |
| Respond to different needs of different sectors of the population | <input type="checkbox"/> |
| Work continuously to improve quality services and to minimise errors | Yes |
| Support and value its staff | Yes |
| Work together with others to ensure a seamless service for patients | Yes |
| Help keep people healthy and work to reduce health inequalities | <input type="checkbox"/> |
| Respect the confidentiality of individual patients and provide open access to information about services, treatment and performance | <input type="checkbox"/> |

Appendix 2

Stakeholders and Consultation

Key individuals involved in developing the document

| Name | Designation |
|-------------------|--|
| Daniel Norbury | Human Resource Manager Employee Resourcing |
| Michelle Robinson | HR Business Partner UHL |
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Circulated to the following individuals for comment

| Name | Designation |
|--|----------------------------|
| Richard Apps; Kamy Basra; David Bell; Michelle Brookhouse; Kathryn Burt; Adrian Childs; Pete Cross; Alan Duffell; Jennifer Holloway; Laura Hughes; Bal Johal; Bernadette Keavney; Sam Kirkland; Satheesh Kumar; Frank Lusk; Peter Miller; Sharon Murphy; Anthony Oxley; Anne Senior; Sarah Willis | Management side |
| Sally Clare; Timothy Coulton; Kim Craig; Val Dawson; Barbara Evans; Susan Harrison; Yvonne Jacobs; Carolyn Jones; Josephine Lane; Baskara Lingam; Bernadette McAndrew; Ian Thomas; Jim Stringer | Staff side representatives |

Appendix 3

Due Regard Screening Template

| Section 1 | |
|--|---|
| Name of activity/proposal | Secondment Procedure |
| Date Screening commenced | 27/09/2016 |
| Directorate / Service carrying out the assessment | Enabling HR |
| Name and role of person undertaking this Due Regard (Equality Analysis) | Daniel Norbury |
| Give an overview of the aims, objectives and purpose of the proposal: | |
| <p>AIMS: The aim of this Procedure is to ensure that there is a robust procedure for the implementation of secondments internally and externally to LPT, and to provide an accountable and transparent framework ensuring that secondment opportunities are equitable, fair, safe and effective in meeting the needs of the individual and the organisation.</p> | |
| <p>OBJECTIVES: That secondments take place smoothly both within LPT and with external partner organisations.</p> <p>That secondments are carried out in a fair way that means the most competent and skilled employees are given fair opportunity to secondments.</p> <p>That secondees are safe to do the work they are seconded to do.</p> <p>That costs are controlled and unnecessary costs are not incurred in the process of carrying out secondments.</p> | |
| Section 2 | |
| Protected Characteristic | If the proposal/s have a positive or negative impact please give brief details |
| Age | By having a better documented and auditable process for secondments, the Trust will have better sight on whether this process is taking place in a way that could be detrimental to people from any given protected characteristic. |
| Disability | |
| Gender reassignment | |
| Marriage & Civil Partnership | |
| Pregnancy & Maternity | |
| Race | |
| Religion and Belief | |
| Sex | |
| Sexual Orientation | |
| Other equality groups? | |
| Section 3 | |
| Does this activity propose major changes in terms of scale or significance for LPT? For example, is there a clear indication that, although the proposal is minor it is likely to have a major affect for people from an equality group/s? Please <u>tick</u> appropriate box below. | |
| No | |
| High risk: Complete a full EIA starting click here to proceed to Part B | Low risk: Go to Section 4. X |

| Section 4 | | | |
|---|----------------|-------------|-----------|
| <p>If this proposal is low risk please give evidence or justification for how you reached this decision: in practice secondments are already taking place within the organisation and there is no evidence to support that there is any issue around how they are being operated with regards to equality challenges. The introduction of this procedure should not adversely change this picture.</p> | | | |
| <p> </p> | | | |
| Signed by reviewer/assessor | Daniel Norbury | Date | 26/9/2016 |
| <p><i>Sign off that this proposal is low risk and does not require a full Equality Analysis</i></p> | | | |
| Head of Service Signed | Sarah Willis | Date | 26/9/2016 |

Appendix 4

Secondment agreement to be used when seconding LPT staff out to a third party or when seconding in if the third party does not have their own agreement.

For internal secondments, this agreement is not required- just complete H2 form.

This **SECONDMENT AGREEMENT** is dated **** and made between:-

- (1) The Employer; *****
- (2) The Secondment Host Organisation; **Leicestershire Partnership NHS Trust**
- (3) The Secondee; xxxxxx (“the Secondee”)

INTRODUCTION

- A The Employer, ****, employs the Secondee under the terms of a Contract of Employment (“the Contract”)
- B The Secondment Host Organisation, **Leicestershire Partnership NHS Trust**, wishes to use the services of the Secondee.
- C The Employer has therefore agreed to make the services of the Secondee available to **Leicestershire Partnership NHS Trust** by way of secondment on the following terms.

SECONDMENT PROVISIONS

1. Secondment
 - 1.1 The Employer will second the Secondee to the Secondment Host Organisation and make the Secondee's services available to act and carry out the duties set out in the job description of the post of **(job title)**. In carrying out those duties the Secondee shall report to **(name)**
 - 1.2 The Employer confirms that it employs the Secondee and has the power to make their services available to the Secondment Host Organisation.

- 1.3 The Secondee's designated base during the term of this Agreement will be across the three main hospital sites at Leicestershire Partnership NHS Trust.
- 1.4 The Secondee will be required to work (**) hours per week, to fulfil the duties of the secondment, normally worked over (**) days per week.

2. Duration

- 2.1 The secondment is for a fixed term period of **(duration)** , commencing on **(date)** ("the Term"), unless terminated before that by the Employer, the Secondee or the Secondment Host Organisation by giving **xx weeks** written notice to the other parties.
- 2.2 On expiry of this Agreement for whatever reason, the Secondee will revert to working for the Employer at the Employer's place of work under the terms of their original employment Contract.
- 2.3 During the last month of the Secondment the Employer will ensure that the Secondee is provided with any necessary information and support to ensure their smooth transition back to the Employing Organisation.

3. Fees

- 3.1 The Employer will continue to pay the Secondee their salary of **(£xxxxxinsert salary)** and provide all other contractual benefits under the Contract during the course of the Secondment, and any such increase to salary level that may arise from national agreements, including inflation increases.

The anniversary of the secondee's start date in band is **xxxxxxx insert date**. At this date, they will be eligible to accrue 1 year of experience towards their next pay step. If they have accrued sufficient years of experience for the band they are in, and they meet the conditions of the appraisal and pay policies they will progress to their next pay step. Details of pay bands and pay progression can be found on the NHS Employers website.

Pay Progression:

Employees will receive pay steps (formerly increments) in line with NHS Terms and Conditions of Service and local policies. Pay progression is dependent on the employee satisfying any performance standards linked to pay including satisfactory performance in the secondment, maintaining training compliance and adhering to appropriate appraisal policy.

- 3.2 The Employer will invoice the Secondment Host organisation monthly for the secondment salary costs which equates to **£XXXXXXXX** per annum plus on costs which include statutory payments such as tax and NI, as well as pensions contributions.
- 3.3 The Secondment Host organisation will pay the Secondee's reasonable expenses incurred in performing the Duties as long as they are submitted in

accordance with Leicestershire Partnership NHS Trust's Procedure on expenses.

4. The Secondee's Employment Contract

As the Secondee remains an employee of the Employer, the secondee will continue to be entitled to benefit from all rights and remains subject to all duties and obligations contained in the Contract which continue in force throughout this secondment but the Employer and Secondee agree as follows:-

- 4.1 The Secondee will request annual leave through the Secondment Host Organisation ensuring that records are kept to provide to the Employer on return. The secondment Host will not permit the Secondee to take holidays outside the period of the secondment without first seeking the prior consent of the Employer.
- 4.2 The Secondee will conform to and comply with the Secondment Host Organisation's HR procedures, including (without limitation) working hours, absence recording, secrecy and confidentiality rules and health and safety procedures.
- 4.3 The Secondee will not publish any articles or give any lectures or make any written or oral statements relating to the Secondment Host Organisation's business or field of activity without the prior written consent of the Secondment Host Organisation.

5. Disciplinary and Grievance

As the Secondee is not an employee of the Secondment Host Organisation, the Secondment Host Organisation's disciplinary and grievance procedures do not apply but the Employer's disciplinary and grievance procedures will apply. If the Secondee has any grievance relating to the secondment or if the Secondment Host Organisation is dissatisfied with the Secondee's conduct or performance during the secondment, then in the first instance, the Secondee and the Secondment Host Organisation will attempt to resolve the matter informally. If the matter is not resolved as a result to the satisfaction of the Secondee or the Secondment Host Organisation respectively, then the matter will be pursued under the relevant Procedure by the Secondee's substantive employer.

Where a grievance relates entirely to any of the terms and conditions agreed by the Host organisation, it may be appropriate for the grievance to be heard under their policy/procedure, with input from the substantive employer as required.

6. Equal Opportunities Procedure

The Employer is committed to providing equal opportunities to all employees and prospective employees regardless of age, race, nationality or ethnic origin, religion, gender, marital status, sexuality, disability, trades union membership (or non-membership) or political affiliation, or are otherwise disadvantaged by any conditions or requirements which cannot be shown to be justified, and as

such, expects this level of commitment from the Secondment Host Organisation.

It is a condition of the secondment that the Secondee should be familiar with, and should at all times comply with the terms of the Secondment Host Organisation's Equal Opportunities Statement and associated policies/schemes/guidelines. Acts of racial or sexual discrimination or harassment will be dealt with in accordance with the Employer's Disciplinary procedure but could lead to the secondment being terminated.

A copy of the Secondment Host Organisation's Equal Opportunities Statement may be obtained from the Human Resources Department.

7. Confidentiality

- 7.1 The Employer requires its employees to maintain a high standard of confidentiality and all employees are subject to the requirements of the Data Protection Act 1998, and as such would expect the Secondee to adhere to the Secondment Host Organisation's policies in this respect.
- 7.2 It is a condition of the secondment that the Secondee will not use, access or disclose any confidential information obtained during the course of his /her secondment except where such disclosure and/or use is authorised by the Secondment Host Organisation. Examples of confidential information include the identity of clients, details of clients' medical records and treatment, and confidential Procedure documents.
- 7.3 As a requirement of the Data Protection Act 1998, by signing this Agreement the secondee is consenting for the Secondment Host Organisation to hold their personal information relating to their employment in electronic and manual records, which may be accessed in accordance with the Data Protection Act 1998.
- 7.4 If the secondee is in any doubt regarding the use of information in the pursuit of their duties they should seek advice from their manager before communicating such information.

8. Intellectual Property

All intellectual property rights arising during the secondment as a result of the Secondee performing the Duties during the secondment shall belong to the Secondment Host Organisation absolutely and the Employer and the Secondee shall execute all documents and carry out all such acts and do all such things necessary to give effect to this clause.

9. Indemnity

- 9.1 It is the intention of the parties that the Secondee is and shall be treated for all purposes as the employee of the Employer and shall not be entitled to any salary, pension, bonus or other fringe benefits from the Secondment Host Organisation. It is agreed that the Employer shall be responsible for all income

tax liability, National Insurance, Pension or similar contributions in respect of any payment to the Secondee for the provision of services by the Secondee to the Secondment Host Organisation under this Agreement.

The Secondment Host organisation will assume vicarious liability whilst the secondee carries out authorised duties on the Secondment Host's premises for the purposes of this secondment against any costs, damage, losses or liability to any person including employer liability (arising from all employment related claims that might arise as a result of this secondment), public liability and officer liability, professional indemnity and damage to or loss of the Secondment Host Organisation's property, providing always that such costs, damage or liability do not arise from the secondees own gross negligence.

(Generally the above paragraph will cover indemnity issues. The rest of section 9 has been provided for what are to be expected to be rare circumstances where the Employer is retaining responsibility for indemnity issues for the secondee. This statement is only likely to be used when someone is being seconded to LPT in very particular circumstances. If section 9.2 to 9.5 used, then section 9.1 will need to be deleted and vice versa)

9.2 It is the intention of the parties that the Secondee is and shall be treated for all purposes as an employee of the Employer but shall not be entitled to any salary, pension, bonus or other fringe benefits from the Host. It is agreed that the Employer shall be responsible for all income tax liability and National Insurance or similar contributions in respect of any payment to the Secondee for the provision of Services by the Secondee to the Host under this agreement.

9.3 The Employer hereby indemnifies the Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from a breach of this agreement or any act or omission or default of the Secondee including without limitation:

- a) Any loss of or any damage to any property;
- b) All financial loss;
- c) Any loss resulting from any breach by the Secondee of any intellectual property rights owned by the Host;
- d) Injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Secondee, whether resulting in material or financial loss or damages or death or injury to persons or any other loss or damage whatsoever;
- e) Any and all liability arising from any breach of the provisions of the Data Protection Act 1998 by the Secondee.

9.4 The Employer hereby indemnifies the Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Host which are attributable to any act or omission by the Employer or any other person for whom the Employer is liable arising out of: (a) The employment or termination of employment of the Secondee during the Secondment Period; or

- (b) The engagement or termination of engagement of the Seconded under the terms of this agreement during the Secondment Period; or
- (c) Any breach by the Employer of any collective agreement or other custom, practice or arrangement (whether or not legally binding) with a trade union, staff association or employee representatives in respect of the Seconded.

Including, for the avoidance of doubt, liability for personal injury, accident or illness suffered or incurred in whole or in part during the Secondment Period, breach of contract or in tort or under any legislation applicable in the United Kingdom, for any remedy, including without limitation, pursuant to the Employment Rights Act 1996, or for unfair dismissal, redundancy, statutory redundancy, equal pay, sex, race, age or disability discrimination or any relevant statutory provision.

- 9.5 If the Host suffers any claims, liabilities, actions, proceedings, costs, losses, damages or demands ("Loss") in respect of which the Employer is liable to make a payment ("Indemnity Payment") to the Host and such payment is taxable in the Host's hands but the Loss is not deductible in calculating that tax liability, then the Employer shall pay such additional amount to the Host as the Host's tax advisor certifies it necessary to put the Host in the same net of tax position as it would have been if the Indemnity Payment was not taxable in the Host's hands and the Loss was not deductible by the Host for tax purposes.

10. Conduct of Claims

- 10.1 If the Employer becomes aware of any matter that may give rise to a claim against Secondment Host Organisation, notice of that fact shall be given as soon as possible to Secondment Host Organisation.
- 10.2 In the same manner Secondment Host Organisation will make the employer aware of any matter that may give rise to a claim against the employer and Secondment Host Organisation will make no admission of liability by or on behalf of the employer.
- 10.3 Without prejudice to the validity of the claim or alleged claim in question, the Employer and Secondment Host Organisation shall allow each other and their professional advisors to investigate the matter or circumstance alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim, and for such purpose. The Employer and Secondment Host Organisation shall give all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the other or their professional advisors may reasonably request provided that nothing in this clause shall be construed as requiring Secondment Host Organisation or the Employer to disclose any document or thing subject to any privilege. Secondment Host Organisation and the Employer agree to keep all such information confidential and only to use it for such purpose.

- 10.4 No admission of liability shall be made by or on behalf of Secondment Host Organisation and any such claim shall not be compromised, disposed of or settled without the consent of Secondment Host Organisation.
- 10.5 Secondment Host Organisation shall be entitled in its absolute discretion to take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of Secondment Host Organisation. The employer is awarded the same discretion.

11. Health and Safety

- 11.1 The Secondment Host Organisation attaches great importance to the safety of its secondees and recognises its duties under the Health and Safety at Work Act 1974 and has an agreed Procedure on Health and Safety at Work.
- 11.2 It is necessary for management and staff to work together positively to achieve a situation compatible with the provision of proper services to clients, service users or patients where personal injuries and hazards to the health of staff and others can be reduced to a minimum. It is accepted that it is a management function to do all that is possible and practicable within available resources in the field of construction, operation and the maintenance of buildings, plant, equipment and facilities to achieve such a situation.
- 11.3 Where appropriate within the available resources, safety training will be provided by the Secondment Host Organisation together with necessary safety devices and protective clothing.
- 11.4 For their part, secondees are required to carry out their work in a manner which is safe both to themselves and others and to co-operate by bringing to the notice of the supervisory staff any activities which would adversely affect any person who may be within the working situation.
- 11.5 All accidents and hazards at work (including incidents which could have resulted in injury), however apparently trivial, must be reported immediately to the relevant Head of Department, Supervisor or Senior Officer, or otherwise as appropriate. Details of such accidents or incidents must also be reported to the Secondment Host Organisation's Incidents Manager.
- 11.6 It is essential that the secondee knows the fire precaution arrangements in the premises, and should read and thoroughly understand the fire notices that are posted about the building. It is a requirement that all individuals working on Secondment Host Organisation sites will attend fire lectures and fire drills as and when arranged.

12. Disciplinary Issues and Convictions

- 12.1 The secondee must inform their manager of any current and future disciplinary proceedings or criminal offences which may affect their secondment with the

Secondment Host Organisation, resulting in them becoming unsuitable or unable to carry out the duties for which they are appointed, or otherwise makes their continued secondment untenable. This may include being interviewed or cautioned by the police, bailed, called for jury service or as a witness, subpoenaed, or in any way concerned in any criminal/legal proceedings.

13. Absence from Duty

- 13.1 In the event of absence from duty for reasons of sickness or any other reasons, the secondee must notify their line manager and their employer on the first day of absence in line with the appropriate reporting procedure.

14. Interest of Officer in Contracts

- 14.1 If it comes to the secondee's knowledge that the Secondment Host Organisation has, or is proposing to enter into a contract of business arrangement in which they or their partner have any financial interest, or any employment, business or other relationship, whether direct or indirect, and the contract or business arrangement is one in which they are or may be involved, they shall immediately give notice in writing to the Secondment Host Organisation.

15. Research Governance

- 15.1 Healthcare staff shall retain responsibility for the care of their patients, when they are participating in research. Before agreeing to their patients being approached, Healthcare Staff must satisfy themselves that the research has been the subject of approval by the appropriate scrutinising authorities as required by the Secondment Host Organisation, and that any research that relates directly to the care they provide complies with the Research Governance Framework.
- 15.2 The Secondee is advised to familiarise them self with the Framework document, which can be accessed through the Internet at www.dh.gov.uk/research.

16. Disclosure and Barring Service Criminal Records Clearance

- 16.1 A DBS check is required for appointment where contact with children or a vulnerable adult is likely to occur. This agreement is subject to the secondee being successfully cleared by the Disclosure and Barring Service. Failure to gain this clearance, or this clearance changing during the course of the secondment, may negate this agreement.

17. Infection Control

- 17.1 The secondee must:
- carry out duties placed on employees by the Health Act 2006
 - be familiar with, and comply with Secondment Host Organisation Policies / guidelines on infection control
 - attend all mandatory training in relation to infection control.

18. Safeguarding Responsibilities

18.1 The Secondment Host Organisation takes the issues of Safeguarding Children, Adults and addressing domestic violence very seriously. The secondee has a responsibility to support the Secondment Host Organisation in our duties by:

- Attending mandatory training on safeguarding children and adults.
- Making sure they are familiar with their and the Secondment Host Organisation's requirements under relevant legislation.
- Adhering to all relevant national and local policies, procedures, practice guidance (e.g. LSCB Child Protection Procedures and Practice Guidance) and professional codes.
- Reporting any concerns to the appropriate authority.

19. Miscellaneous

19.1 Nothing in this Agreement shall constitute an offer or contract of employment between the Secondee and the Secondment Host Organisation. During the secondment, the Employer warrants that the Secondee will throughout remain its employee.

19.2 The Secondee acknowledges and warrants that there are no agreements or arrangements whether written, oral or implied between (1) the Employer or Secondment Host Organisation, and (2) the Secondee relating to the employment or secondment of the Secondee other than those expressly set out in the Contract or in this Agreement, which expressly supersedes all previous arrangements between the Employer and the Secondee as to the employment or secondment of the Secondee.

19.3 This Agreement shall be construed in accordance with the law of England, and the parties submit themselves to the exclusive jurisdiction of the High Court of Justice in England in relation to any dispute arising from or in connection with this Agreement.

ACCEPTANCE

We hereby confirm the acceptance of this appointment on the terms and conditions set out in this agreement and have retained a copy of this agreement for information.

Please return the signed original of this Agreement to **(Name of HR adviser)**

| | Signature Name | Title | Date |
|---|---------------------------------|--------------|-------------|
| Signed on behalf of THE EMPLOYER | Signature | | |
| | Name | | |
| Signed by THE SECONDEE | Signature | | |
| | Name | | |
| Signed by THE SECONDMENT HOST ORGANISATION | Signature | | |
| | Name | | |