



Policy:

HR 045 - Secondment

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Summary of policy

This policy provides an accountable and transparent framework and guidance on the management and implementation of secondments inside and outside of the Trust to help ensure that secondment opportunities are fair and effective in meeting the needs of the individual and the organisations concerned.

The changes made to this version of the policy are summarised on page 3 (amendment log).

Target audience	All Trust Staff
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Keywords	Internal secondment, External secondment Pay, Secondment Offer Letter, Secondment agreement, Sending Manager / organisation Receiving Manager / organisation
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Storage

This is Version 2 of the Secondment Policy and is stored and available through the SHSC Intranet/Internet.

This version supersedes the previous Version 1 (March 2016).

Any copies of the previous policy held separately should be destroyed and replaced with this version.

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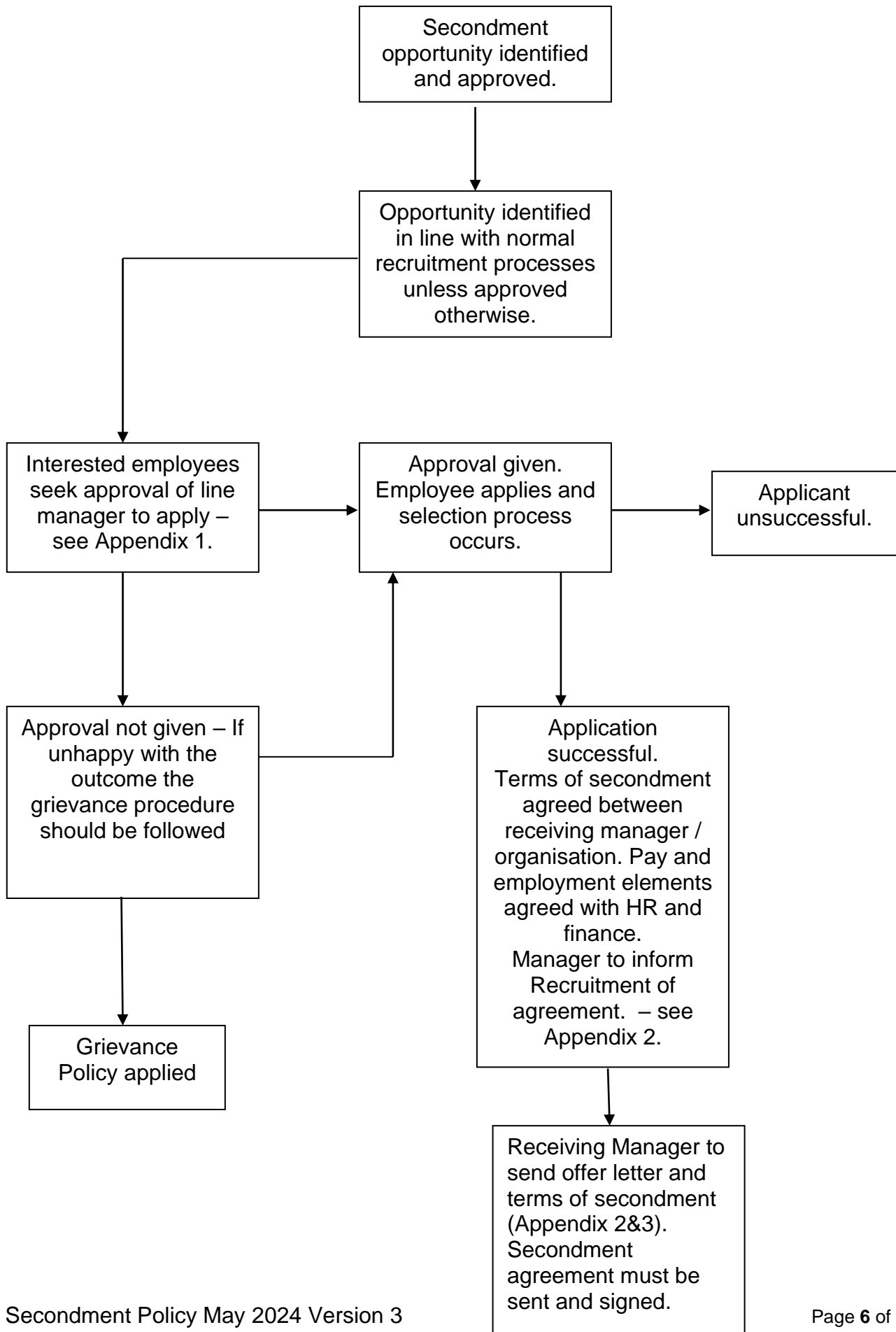
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Version Control and Amendment Log

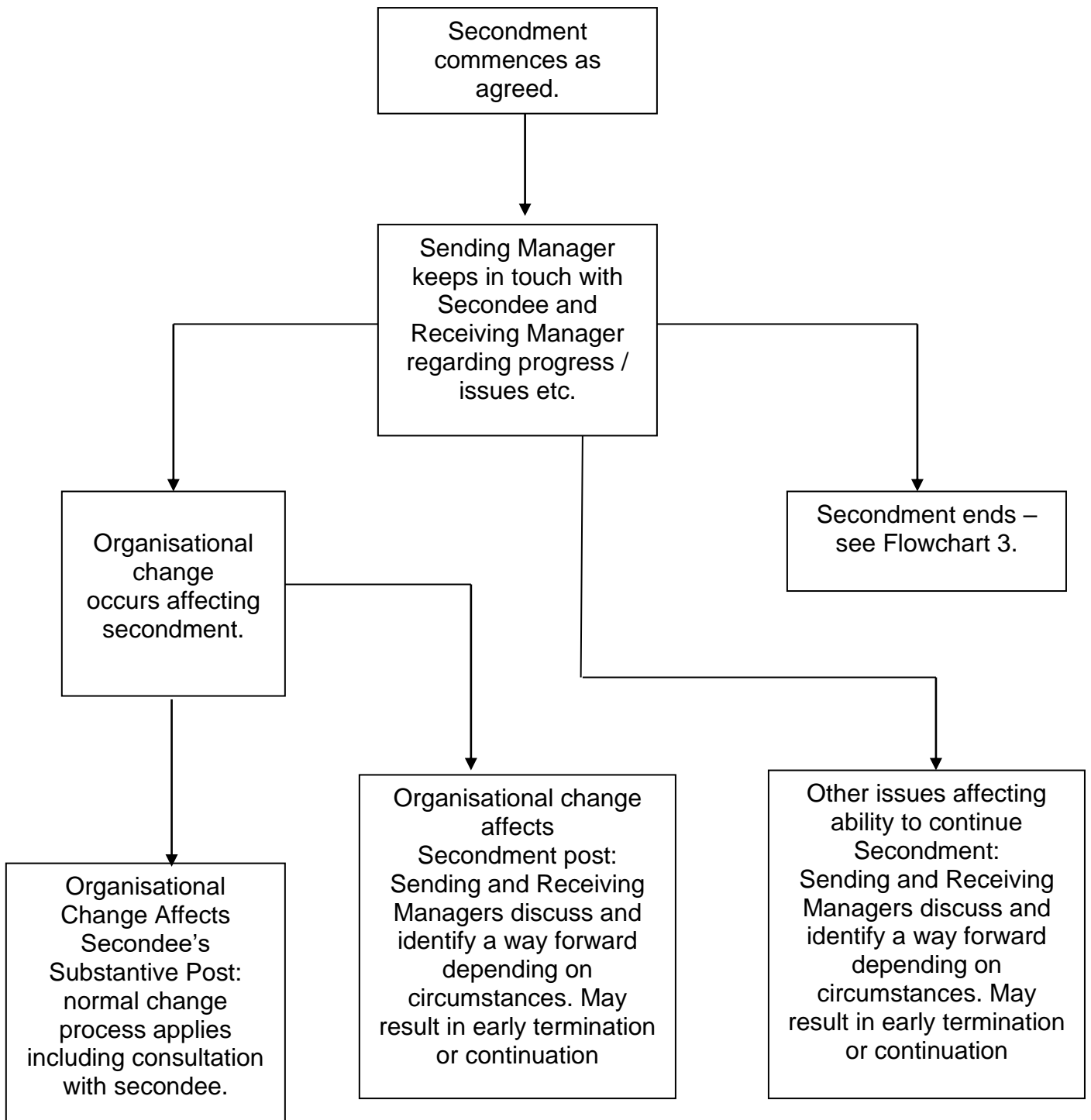
Version No.	Type of Change	Date	Description of change(s)
1	New draft policy created	March 2016	New policy commissioned by EDG on approval of a Case for Need.
	Ratification and issue	March 2016	Amendments made during consultation, prior to ratification.
	Expiry of Policy	March 2019	Valid for 3 years
	Extension of review period	March 2019	Extension of review period agreed.
2	Consultation, review, approval, ratification, issue	July 2019	<p>Policy reviewed in consultation with HR Advisers, Finance and Contracts Department to ensure that any necessary changes were incorporated during the policy review. The policy has not substantially changed however more clarity on process and additional templates have been incorporated. The attached policy has been through the HR Policy Governance Process. HR colleagues and relevant influential managers reviewed July 2019</p> <p>Verified by the Joint Policy Group (Staff Side consultation) via email on 15th August 2019 and noted in the verification document for the Joint Consultative Forum [18th September 2019].</p> <p>Amendments made to policy:</p> <ul style="list-style-type: none"> - Clarification on process flowcharts 1 and 2 (pages 3 & 4) - Identifying suitable secondment opportunities section added (page 10) - Increased guidance on the process for arranging internal and external secondments (pages 14-19) - Clarification on arrangements for payment of salary. Providing better guidance to managers-Amends to supporting statement to secondment application in appendix C - Inclusion of template offer letter in appendix D - Removal of secondment evaluation form from Appendix E - Approved by PGG [September 2019]. -Reviewed by EDG on [October 2019]

			recommendation for amendment/addition to secondment agreement relating to costs associated with secondments and liabilities
3	Consultation, review, approval, ratification, issue	May 2024	<p>Policy given full review. SOP developed to support policy. Policy reviewed against this. Updates shared with the following:</p> <p>JPG R&R Subgroup HR Advisory on SOP development PGG</p> <p>Minor amendments made. Wording updated from HR to People. Paragraph 24 wording update from permanent to temporary, correcting an error in original wording. Inclusion of paragraph to clarify when and how employment checks should be obtained.</p>

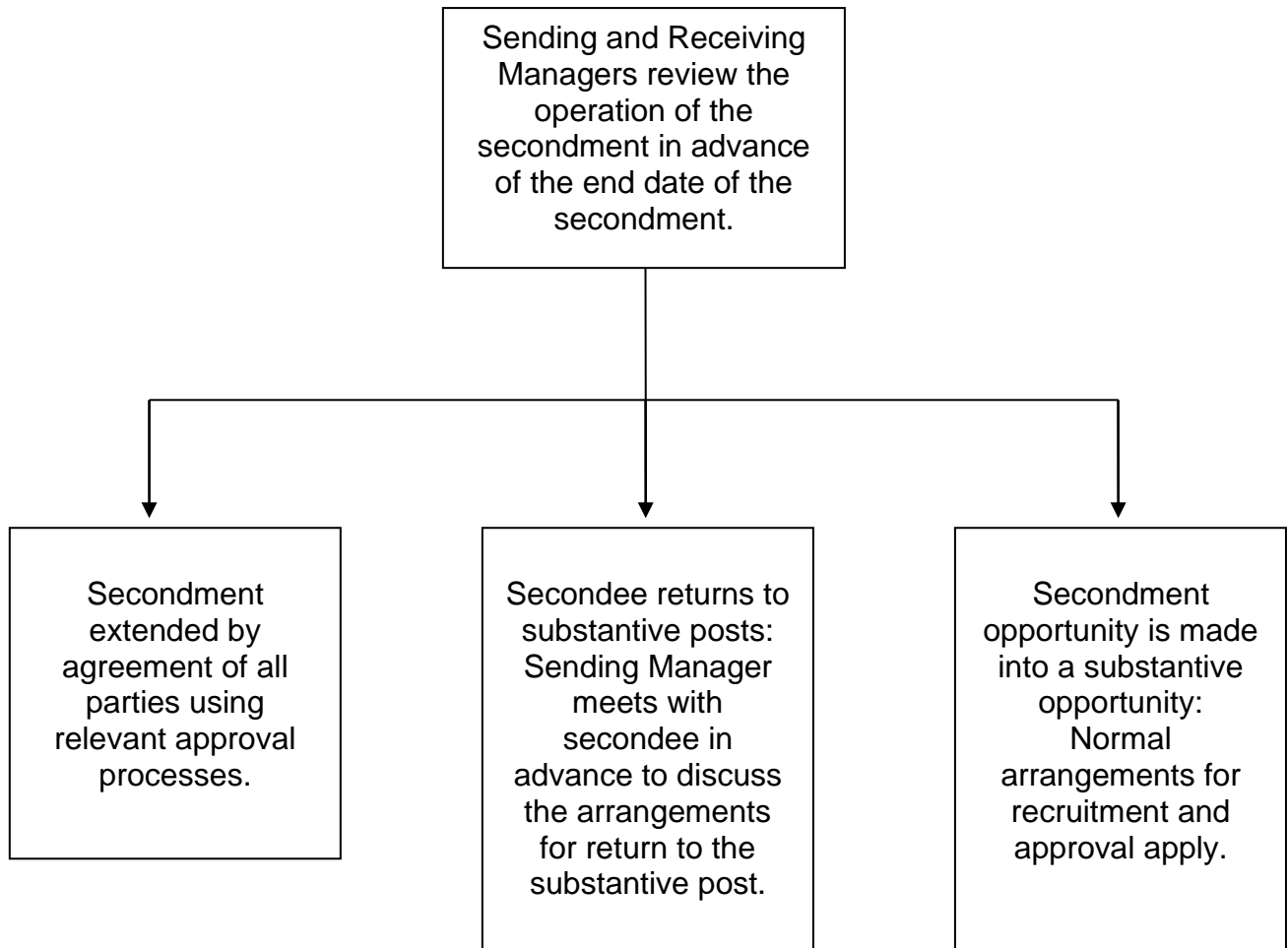
Flowchart 1 – Applications for Secondment



Flowchart 2 – During Secondment



Flowchart 3 – At end of Secondment



1. Introduction

The Trust recognises the importance of secondments in

- providing individuals with the opportunity to widen their personal and career development through the enhancement of skills in a different environment or role.
- providing the organisation with the opportunity to develop relationships across teams /directorates within the Trust and across the health economy to the mutual benefit of all concerned
- providing the relevant seconding and receiving team with new perspectives/skills based on the learning and experience gained

2. Scope

This policy applies to all SHSC employees. It, therefore, refers to situations where an SHSC employee is to be seconded. It does not cover “incoming” secondments as other organisations will have their own policies although similar principles may apply.

While there is no automatic right to secondment, all employees within SHSC should have equal access to this policy in compliance with relevant legislation however, applications will be limited to employees who meet the qualifying criteria set out within this policy. No application for secondment will be unreasonably refused.

3. Purpose

The purpose of this policy is to provide an accountable and transparent framework and guidance on the management and implementation of secondments inside and outside of the Trust to help ensure that secondment opportunities are fair and effective in meeting the needs of the individual and the organisations concerned.

4. Definitions

Secondment: A secondment is the temporary transfer of an employee to a different post or area of the same organisation or to another organisation, for a specific purpose to the mutual benefit of the employee and the organisations concerned. As the transfer is temporary, the arrangements for secondment need to recognise that it is being undertaken in the expectation that the secondee will return to the relevant substantive post.

The policy identifies three main types of secondment:

- Internal secondment within the Trust
- Secondment within the NHS

- External secondment e.g. Local Authority, Primary Care, Professional Organisations, the Voluntary Sector and the Private Sector.

Secondee: The employee taking up the secondment opportunity.

Sending Organisation/ Manager: The organisation/ manager for the employee prior to the secondment and who will continue to hold the contract of employment for the secondee.

Receiving Organisation/Manager: The organisation/manager to whom the secondee will provide duties during the period of the secondment

4.1 Identifying suitable secondment opportunities

There can be many benefits of secondment agreements which organisations, managers and employees should consider. Examples of these are listed below but are not limited to these:

- Develops individuals or groups of individuals personally and professionally leading to improved practice and service delivery & job satisfaction
- Facilitates partnership working between services and/or other organisations
- Shares expertise between and within organisations
- Enhances service delivery
- Assists in succession planning

5. Duties under the Policy

5.1 Human Resources Director

The Executive Director of People is the named officer responsible for ensuring the content of this policy is applied consistently and fairly across the Trust.

The Executive Director of People has responsibility for monitoring compliance with this policy and for advising on the effectiveness of this policy.

5.2 People Team

The People Team will:

- support managers in drawing up secondment agreements between teams /directorates /organisations.
- provide support and advice to staff on any aspect of their employment, terms and conditions of service.
- promote the policy and give general guidance on the process and support managers.
- promote consistency of application across the Trust through regular monitoring.

5.3 Sending Managers

SHSC sending managers will ensure that they:

- consider reasonably and fairly staff's requests for secondments.
- ensure that the secondment opportunity is linked to the employee's personal development plan.
- provide an explanation in writing of the reasons for a rejection of an application for a secondment.
- ensure that they are familiar with their responsibilities under this policy and any specific secondment agreement and act accordingly.
- meet with the employee in good time 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.
- maintain regular contact with the employee and the receiving manager and notify the employee of any organisational change that would affect the employee's substantive post.
- debrief the employee upon their return to the department including any Trust or departmental training and provide refresher training and local induction as appropriate.
- Ensure that they complete the relevant online ESR form to transfer the employee onto the seconded post. This will vary dependant on whether this is an internal or external secondment and salary payment arrangements. Managers should seek advice from HR Business Partnering Team on this prior to completion.

5.4 Receiving Managers

SHSC receiving managers are responsible for ensuring that they:

- have appropriate internal approval for the seconded post including, as per normal vacancy approval process which includes Director approval. (or delegated), advertise all posts in line with the Trust's Recruitment and Selection Policy, ensuring that the advert makes clear that this is a secondment opportunity.
- draw up a 'secondment letter' (appendix D) and 'secondment agreement' (appendix D) in liaison with HR Business Partnering Team to agree when these should be sent to the employee. identify objectives for the secondment and evaluate these during and at the end of the secondment.
- arrange for the employee to attend all relevant statutory and mandatory training in line with the Trust's Mandatory Training requirements.
- make provision for and engage with the secondee to ensure that any adjustments are made, in advance, to support access to the workplace for the secondee.
- regularly appraise the secondee's performance and manage any attendance absence and conduct issues, liaising with HR Business Partnering Team and the sending manager as necessary.
- inform the sending manager of the secondee's performance against agreed objectives at regular intervals, and at the end of the secondment.
- debrief the employee at the end of the secondment period to elicit what has been learned during the secondment.
- ensure that any changes to the agreement including early termination are discussed with HR Business Partnering Team and the sending manager at the earliest opportunity

5.5 Employees

Employees who are applying for secondments are responsible for:

- ensuring that they do not agree to a secondment without having prior approval of their line manager by completing a secondment application form (appendix C) for managers consideration.
- complying with the working practices and policies of the team/ directorate/ organisation to which they are seconded.
- ensuring that they have completed any statutory and mandatory training relevant to their role.
- informing the receiving manager of any specific needs or adjustments to support their integration into the new workplace.

- maintaining regular contact with their sending manager.
- evaluate the secondment at the end with the employee in conjunction with the employee's PDR
- ensuring that they comply with the arrangements within the secondment agreement.

6. Detail of the Policy

6.1 Principles

Secondment opportunities, where available, will not be unreasonably refused. However there may be instances, where service or operational requirements may lead to applications being declined. Under no circumstances will access to secondments be restricted on the basis of any protected characteristics. (please refer to the Equal Opportunities & Dignity at Work Policy).

Where an application is declined the employee will be provided with the reasons for this decision in writing.

All parties must understand and agree: the purpose of the secondment at the outset; the timescale for the secondment; the implications of the move for career progression and service delivery/team performance.

7. Procedure

7.1 Eligibility for Secondment

To be eligible for a secondment the employee must have been in their current post for a minimum of 12 months based on the closing date on the advertisement for the secondment.

If the individual is subject to a live disciplinary warning at the time they make an application, then this will be legitimate grounds for refusing the secondment although the manager will still have the option of approval. The employee's performance record as a whole will also be a relevant factor to be taken into consideration when deciding on the appropriateness of a secondment.

Where staff are employed on temporary contracts, careful consideration will have to be given as to the appropriateness of the secondment opportunity. This is because any benefits accruing to the sending organisation are likely to be much more limited if the individual is only expected to return to the Trust for a short period of time. For staff employed on a temporary basis if the secondment exceeds the duration of the fixed term contract, there is no guarantee of a role upon their return.

7.2 Recruitment and Selection for Secondments

Secondments to roles within the Trust must take place through the Trust's normal recruitment and selection process, including consideration of redeployees unless approved otherwise by the Executive Director of People because of special circumstances.

Secondments to roles external to the Trust will take place via the recruitment process for the recruiting organisation.

Employees must seek support and approval from their line manager prior to applying for any secondment. Employees will need to apply to their manager for approval via the application form in Appendix B in support of an application for a secondment. Managers will consider the relevance of the secondment to the employee's current area of work, they will also need to consider the effect of the secondment on service provision. If the manager does not support the application and the employee remains dissatisfied, they may appeal the decision via the grievance process set out within the Grievance Policy. Such grievances should be submitted as soon as possible and dealt with as promptly as possible to minimise any delay in recruiting to the secondment opportunity.

7.3 Secondment Offers and Agreements

For internal secondments, the recruiting/receiving manager must ensure that the terms have been agreed with the sending manager prior to any offer being made. Details of the terms to be agreed can be found in appendix E

Once agreed the receiving manager should send an offer letter and secondment agreement detailing these terms. Templates can be found in appendix C & D.

For external secondments the recruiting manager from the receiving organisation should contact SHSC sending managers to agree the terms of the secondment for them to confirm the offer to the employee.

It is important that for external secondments coming into SHSC that the receiving manager ensures that the Recruitment Team are informed within the successful candidate paperwork that this candidate is external and will be coming on a secondment basis and to confirm who will employ and pay the employee. The receiving manager must contact their HR Advisor to discuss employment status and payment of salary in order to inform recruitment of the decision. The secondee will be subject to the standard NHS employment checks. If the sending organisation is another NHS trust existing checks can be accepted if confirmed by a member of the sending organisation's HR team. For other government organisation's employment checks should be conducted or a pre employment risk assessed can be completed where it is felt appropriate. Proof of ID and right to work checks should be completed in all cases.

For external secondments, in addition to the offer letter a secondment agreement should be drawn up between the sending organisation and receiving organisation. This will help to clarify the respective rights and obligations as well as helping to highlight any particular issues which may need to be resolved prior to the secondment commencing. A template is attached at Appendix E. This should be added to, or amended, to reflect

the particular circumstances of the secondment. Any areas of uncertainty should be raised with HR Business Partnering Team prior to the agreement to second.

The template is designed for secondments between organisations but can be adapted to secondments between teams. If this template itself is not used it is essential that the key areas are understood, agreed and recorded. In some situations the other organisation involved may have, and wish to use, its own template. If this occurs then HR Business Partnering Team need to be contacted so that a comparison is undertaken and any issues resolved prior to the secondment commencing.

7.4 Length of Secondments

The period of secondment must be agreed and clearly defined in the secondment advertisement and secondment agreement.

Where a secondment is to be extended beyond the original timeframe this will require the written approval of the relevant line manager's line manager. If the extension takes the secondment beyond 12 months then this needs to be agreed with the relevant Head of Service (e.g. Executive director) and HR Business Partnering Team. In such cases a new secondment agreement should be completed and agreed by all parties.

Whilst there is no defined timescale for how long a secondment should last, it should generally be for no more than 12 months. Special arrangements may apply to situations which involve carrying out services on behalf of another organisation or for specific projects/initiatives and/or in relation to obtaining a qualification which should last no longer than 2 years.

7.5 Review of Secondment

Where a secondment is to last for over 12 months then there should be a formal review of the secondment after 12 months. This review should consider:

- any issues which have arisen and have not already been addressed.
- the expectation and arrangements for the continuation of the secondment and what further arrangements may need to be considered (e.g. backfill of shifts / issues relating to the substantive post).
- the nature of any back-fill relating to the secondee's substantive post and whether these continue to be appropriate.

Where a secondment is for 12 months or less then such matters should be considered by means of the 'keeping in touch' arrangements.

8. Continuity of Employment

Time spent on secondment with another employer within or outside of the NHS will not affect continuity of employment. Similarly, time spent on a training secondment will not affect continuity of employment as long as the secondee remains an employee of the Trust.

9. Terms and Conditions Applicable During Secondment

Where the seconded role is internal to NHS then the appropriate banding for the role in question will apply. Where it is external to the NHS then HR Business Partnering Team should be consulted over the implications for the rate of pay. In addition to this, managers should reach agreement with HR Business Partnering Team on which organisation will employ and pay the employee during this time

In general, there would be expected to be no impact on the other terms and conditions but depending on the type of role/organisation involved the circumstances may require a consideration of how the current terms and conditions would apply and HR Business Partnering Team should be contacted. Particular arrangements may be appropriate if the individual to be seconded is on non-NHS terms as a result of an earlier TUPE transfer, for example, or the role is external and the terms of the secondment do not enable NHS terms to apply. 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 increments will continue to accrue in line with the NHS terms and conditions.

For external secondments managers should ensure that HR Business Partnering Team are consulted when reaching agreement on which organisation will pay the employee prior to any offer being made to the employee. There may be pension implications which the employee will need to be able to make an informed decision about prior to them accepting the secondment.

HR Business Partnering Team will be able to advise managers on the administration process that they need to follow dependant on the agreement reached.

10. Secondment to a Higher Band

Where an employee is to be seconded into a higher band then they will normally be paid at the pay rate appropriate to a 'new starter' in that higher band. At the end of the secondment, the employee would revert to their normal role and resume at the appropriate rate for that role (e.g. including any incremental progression). Pay protection would not apply.

11. Policies and Procedures

Where the secondment is internal then there is no change in the application of policies other than any which are specific to the seconded post. Where the secondment is between organisations then the seconded employee will generally be subject to the operational policies and procedures from the receiving organisation apart from the core terms and conditions, sickness absence, annual leave, disciplinary, grievance and capability policies and procedures. This should be discussed and agreed between the

relevant organisations as part of the secondment agreement. For example, in respect of sickness absence the secondee would need to notify the receiving organisation regarding their non-attendance in order to identify the need for any cover requirements but the sending organisation would also need to be made aware (by either the secondee or the receiving organisation) of the absence from the point of view of attendance management and sick pay (where appropriate). Where operational policies and procedures are not in existence in the receiving organisation, the employee will revert to the substantive policies and procedures of the NHS unless agreed otherwise.

12. Training and Development

The sending/receiving managers should identify and agree the training and equipment necessary for the secondee to perform his/her duties and responsibilities effectively and efficiently

The secondee must attend all training relevant to the secondment position

If the secondee's substantive post requires them to be registered with a professional body and their proposed secondment is to a post where such a requirement is not necessary (for example a trained nurse being seconded to one of the corporate departments), the individual must agree to maintain their registration and the receiving organisation must agree to provide time to do so. Secondments outside of the NHS may require a return to NHS duties for short periods during the term of the secondment to assure registration.

13. Performance Appraisal

Where the secondment is internal to the Trust agreement will be reached between both managers on who is the most appropriate person to complete their PDR. Where appropriate, an ESR form will need to be completed by the sending manager to ensure that ESR reflects this arrangement.

The Sending Team/Organisation will remain responsible for any disciplinary, capability and grievance proceedings which arise during the period of secondment and will receive assistance from the receiving team/ organisation for any investigation which is required. It is possible that the nature of any allegations will be such that the secondee can no longer undertake the duties in question for either a specified period or until the end of the secondment.

It is the responsibility of the sending manager to highlight any performance issues as part of their reference during the recruitment and selection process.

14. Pension Rights

External secondments that relate to a period of employment outside of the NHS would need to be considered and approved by the NHS Pensions Agency, on an individual basis if there was a desire for the service to be regarded as continuous and reckonable for pension purposes. In such cases the employee should discuss this issue with the Trust's NHS Pensions Adviser (Payroll Department) **before** the secondment is agreed. Should the NHS Pensions advisor confirm that the employee is unable to continue to pay into their NHS pension during the period of secondment then the sending and receiving organisation may wish to consider who will employ and pay the employee and an offer made to the employee as appropriate.

15. Confidentiality

Both the sending and receiving managers must ensure that the need for confidentiality is addressed. This includes any practical arrangement such as when using the Trust's equipment in the receiving organisation and/or the handling of confidential documents.

16. Maternity, Parental, Adoption Leave or Sick Leave during Secondment

The Secondment Agreement should address what arrangement will apply where the secondee commences maternity, parental or adoption leave **or is absent because of long-term sickness**.

17. Health & Safety

The receiving team/organisation will be responsible for the Employer's Liability Insurance and have a duty of care under the relevant Health and Safety legislation for the secondees. The receiving organisation will specifically confirm in writing to any registered staff the indemnity arrangements which are in place.

18. Keeping in Touch

During the secondment it is important that the employee keeps in touch with the manager of the department from which they have been seconded, so they can be made aware of any developments appropriate to their work. The manager and employee should therefore agree the frequency and method of contact.

Depending on the length of the secondment, for example if the secondment is for 12 months, the employee may be required to return for a short period to undertake work in line with the requirements to maintain profession registration. Sending Managers should also be mindful of the possible requirement for employees to undertake refresher training and local induction on their return to their substantive/equivalent post

19. Pay Protection

The Trust's protection policy does not apply when a secondment comes to an end.

20. Reimbursement of Costs

Where the secondment is internal the employee will transfer to the receiving team on secondment from their substantive post on ESR and be paid directly by the receiving team. Sending managers are responsible for completing the Summary of Selection Form to action this transfer as per normal recruitment process.

Where the secondment is external, generally speaking the sending team/organisation will continue to pay the seconding employee and the receiving team/ organisation will reimburse the full salary and employers costs including National Insurance and Superannuation to the sending organisation. Agreement on reimbursement of costs should be agreed at the outset in consultation with HR Business Partnering Team and agreements on costs, including any overhead element applicable should be agreed with the Finance Team. Alternative employment arrangements may be considered if the terms and conditions of the secondment vary significantly which can include salaries that are non-agenda for change.

All travelling and subsistence expenses incurred during the course of the secondment period will be met by the Receiving team/organisation unless agreed otherwise.

21. NHS pension – Final pay control charge.

If an employee receives a pay increase in their pensionable pay within the last 3 years resulting from a promotion linked to a secondment, NHS Pensions passes on the cost to the employer. This would not be covered by the routine National NHS Pension Scheme. Any costs incurred by SHSC driven by another organisations decision would be passported onto the Secondee's host organisation. This is detailed within the template secondment agreement in appendix E.

22. Managing the Return to Substantive Duties

Secondments are generally only agreed on the basis that the employees who undertake the secondment have the right to resume their previous duties at the end of the secondment on their normal terms and conditions unless there has been organisational change during the intervening period.

Timely discussions should, therefore, take place before the end of secondment to review the arrangements for the resumption of previous duties. This is because it will be important to establish any developments eg

- are there any issues relating to resuming previous duties which need to be considered (the secondee and the sending team/organisation's line manager should have been keeping each other informed of any relevant developments during the secondment as and when these occurred)
- are there any aspects relating to the secondment post which need to be considered (e.g. is there a wish to have the secondment extended or does the receiving team/organisation now want the post to be brought in-house)

- are there any issues relating to backfill arrangements which need to be considered (e.g. the return to duties will affect any arrangements for backfill which have been put in place and this needs to be considered aswell).

The sending manager will contact the secondee and arrange to meet with them in good time before the termination date of the secondment. This will enable the manager and employee to discuss the return to his/her substantive role or equivalent post, focusing on the practical arrangements for their return. No later than 4 weeks before the end of the secondment, the employee should receive in writing from the sending manager, confirmation of the arrangements for their return to the substantive or an equivalent post where this has been discussed and agreed. If there are any anticipated issues regarding these arrangements, HR Business Partnering Team should be contacted.

Upon return to their department, the secondee should be debriefed to establish the learning outcomes from the secondment and given the opportunity to feedback on how well they achieved the agreed objectives. It is important that employees have the opportunity to practice new knowledge and skills gained on their secondment. This should be discussed and form part of the employees Personal Development Plan.

23. Other Areas Which May Be Covered In The Secondment Agreement

This policy and associated guidance provides the basis for arranging a secondment. However, the circumstances and nature of secondment may vary. Consequently there may be other aspects which need to be considered and included. For example:

Risk Assessments: The sending team / organisation has responsibility for safeguarding the secondee's health and safety. Are there any special health and safety issues at the receiving team / organisation which could make it appropriate for a risk assessment to be carried out and/or specific assurances provided regarding particular features of the work to be carried by the secondee. There will also be a duty to carry out a risk assessment in relation to pregnant secondees or new mothers.

Intellectual Property Rights: Is it likely that the ownership of any intellectual property would become an issue? If so, this should be discussed and agreed between the respective teams / organisations.

Conflict of Interest: Could the secondment raise the possibility of a conflict of interest between the sending and receiving teams / organisations? If this is thought to be a possibility, the secondment agreement should include requiring any perceived conflict to be brought to the attention of the sending organisation.

Special Duties: Are there any special duties which may arise during the secondment period where the sending team/organisation will wish to be assured that the secondee will be released to carry these out during the secondment.

The following paragraphs look at some of the situations which can arise in more detail.

24. Transition of Temporary Secondment Post to Permanent Post.

If the secondment post is internal to SHSC and the post needs to be filled on a permanent basis the normal recruitment process will need to take place, unless approved otherwise by The Executive Director of People because of exceptional circumstances. This means that the employee who has been undertaking the secondment will not automatically be appointed.

For external secondments the recruitment process will depend on the arrangements which the organisation holding the post has in place. This may mean, for example, that the secondee will not be eligible for consideration as only candidates internal to the receiving organisation are to be considered. Alternatively, in some situations, it may be that the arrangements to be put in place represent a transfer of service and that TUPE could apply such that the secondee may be transferred to the receiving organisation subject to the normal TUPE safeguards.

25. Extending the Secondment

The period for reviewing an extension to the secondment should be determined at the outset of the secondment. Once a person has been appointed, any extension of the secondment would be by agreement between the relevant line managers and the individual concerned. (See section on Length of Secondments).

26. Organisational Change Affecting the Secondee's Substantive Post

During any process of organisational change affecting the secondee's substantive post, the sending manager is responsible for ensuring the employee is consulted with as with any other substantive employee in that service. The individual who is on secondment is to be consulted as though they were undertaking their substantive duties even if their role is being backfilled in the meantime.

Where organisational change affects the seconded post then the responsibility is on the receiving manager to inform the sending manager and the secondee of the issues in question. The arrangements to apply will depend on the circumstances. For example, it may be that the organisational change will not be implemented until the secondment has ended or, alternatively, it may require that the secondment ends earlier than originally envisaged. This may then have implications not only for the secondee but also any back-fill arrangements. It is important that managers consider this possibility when organising back-fill for a secondee.

27. Receiving Organisation Bringing Post in-house

For external secondments, depending on the basis for the original secondment, it may be that the receiving organisation will decide to bring the seconded post in-house. For example, if the post related to a service which the receiving organisation had been purchasing from the sending organisation then it could be that the Transfer of Undertakings Regulations would apply. This would be different from an individual from another organisation filling a post which was already part of the establishment of the

receiving organisation. If this type of situation is a possibility then there needs to be discussion with HR Business Partnering Team at the earliest opportunity in order that the implications can be considered and legal obligations met.

28. Premature Cessation of Secondment Agreement

All secondment arrangements should set out what notice will be required in order to end the secondment prematurely. This will reflect the length of the secondment envisaged and any other relevant factors (such as any complications regarding ending backfill arrangements or obtaining a replacement secondee) A secondment of 12 months would normally have a minimum of 1 month's notice and a maximum of 3 months depending on the circumstances.

In the unlikely event that it should be necessary to end the secondment, whether through the volition of the individual secondee, the receiving team / organisation or the sending team/organisation, the following action will be taken:

- All parties will be informed in writing in accordance with the specified notice period or earlier if possible.
- 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 seconding team and the receiving team

29. Development, consultation and approval

This policy was previously reviewed in consultation with HR Advisors, Finance and Contracts Department to ensure that any necessary changes were incorporated during the policy review. The policy has not substantially changed however more clarity on process and additional templates have been incorporated.

- People Team colleagues and relevant influential managers reviewed May 2024
- Verified by the Joint Policy Group (Staff Side consultation) Reviewed and approved by staff side in 8th May 2024,
- Verified by People Policy group 23rd May 2024
- To be approved by PGG [May 2024].

The Equality Impact Assessment will be undertaken and stored separately in conjunction with Corporate Governance and the Head of Equality and Inclusion.

30. Audit, monitoring and review

Monitoring Compliance Template						
Minimum Requirement	Process for Monitoring	Responsible Individual/group/committee	Frequency of Monitoring	Review of Results process (e.g. who does this?)	Responsible Individual/group/committee for action plan development	Responsible Individual/group/committee for action plan monitoring and implementation
Compliance with the Policy	<p>Review Managers keep their own records on an ongoing basis.</p> <p>The ESR system produces data which is used at directorate level and management / team meetings.</p> <p>ESR produces data for the HR Advisers.</p> <p>Periodic auditing when requested by HR.</p> <p>HR Advisers' meetings with managers.</p> <p>Review of grievances</p>	People Team SMT, WODC, JPG / JCF	3 years	People Team	People Management team	People Team

HR policies are subject to joint monitoring and review between management and Staff Side in the Trust's Joint Consultative Forum.

The monitoring process, for compliance with this Policy is as follows:

1. Managers keep their own records on an ongoing basis.
2. The ESR system produces data which is used at directorate level and management / team meetings.
3. ESR produces data for the HR Advisers.
4. Periodic auditing when requested by HR.
5. HR Advisers' meetings with managers.
6. Recruitment process and documentation

The policy review date is 30 September 2023

31. Implementation plan

Action / Task	Responsible Person	Deadline	Progress update
Upload new policy onto intranet and Trust website and remove old version	Comms Team via Corporate Governance	Upon approval	
Update of the key changes within the Policy in Trust-wide comms (Connect)		Upon approval	

32. Dissemination, storage and archiving (version control)

Version	Date on website (intranet and internet)	Date of entry in Connect (all staff communication)	Any other promotion/ dissemination (include dates)
1	March 2016	Unknown	Unknown
2	June 2020	June 2020	Team meetings as necessary
3	June 2024	June 2024	Team meetings as necessary

This is Version 3 and is stored and available through the SHSC Intranet/Internet.

This version supersedes the previous Version2 [May 2020].

Any copies of the previous policy held separately should be destroyed and replaced with this version.

All versions of HR policies are stored on the HR Shared Drive by the policy author and the PA to the Executive Director of People.

Word copies of final versions of policies can be obtained from Policy Governance via the PA to the Director of Human Resources.

33. Training and other resource implications

The Human Resources department offers training, coaching and support to managers in the implementation of Human Resources policies.

34. Links to other policies, standards, references, legislation (associated documents) and national guidance

- Recruitment and Selection Policy
- Induction Policy
- Equal Opportunities and Dignity at Work Policy
- Redeployment and related policies
- Leaver Guidance
- PDR Policy

35. Contact Details

<i>Title</i>	<i>Name</i>	<i>Phone</i>	<i>Email</i>
Human Resources Management Team		0114 2716310	

Appendix A

Equality Impact Assessment Process and Record for Written Policies

Stage 1 – Relevance - Is the policy potentially relevant to equality i.e. will this policy potentially impact on staff, patients or the public? This should be considered as part of the Case of Need for new policies.

NO – No further action is required – please sign and date the following statement.
I confirm that this policy does not impact on staff, patients or the public.

I confirm that this policy does not impact on staff, patients or the public.

Name/Date:

YES, Go to Stage 2

Stage 2 Policy Screening and Drafting Policy - Public authorities are legally required to have 'due regard' to eliminating discrimination, advancing equal opportunity and fostering good relations in relation to people who share certain 'protected characteristics' and those that do not. The following table should be used to consider this and inform changes to the policy (indicate yes/no/ don't know and note reasons). Please see the SHSC Guidance and Flow Chart.

Stage 3 – Policy Revision - Make amendments to the policy or identify any remedial action required and record any action planned in the policy implementation plan section

SCREENING RECORD	Does any aspect of this policy or potentially discriminate against this group?	Can equality of opportunity for this group be improved through this policy or changes to this policy?	Can this policy be amended so that it works to enhance relations between people in this group and people not in this group?
Age	No	No	No
Disability	No	Yes, the policy specifies that managers are responsible for ensuring that secondments are made available to staff who are absent due to sickness – this has now been added	No

Gender Reassignment	No	No	No
Pregnancy and Maternity	No	Yes, the policy specifies that managers are responsible for ensuring that secondments are made available to staff who are absent due to maternity leave – this has now been added	No
Race	No	Yes as WRES data suggests that Ethnic Diverse staff may not have equal access to opportunities this policy encourages advertisement of opportunities via the normal recruitment methods where possible which are advertised more widely.	No
Religion or Belief	No	No	No
Sex	No	No	No
Sexual Orientation	No	No	No
Marriage or Civil Partnership	No		

Please delete as appropriate: - Policy Amended

Secondment Policy May 2024 Version 3

Impact Assessment Completed by: Annaleise Patrick Name /Date 23 May 2023

Appendix B

Review/New Policy Checklist

This checklist to be used as part of the development or review of a policy and presented to the Policy Governance Group (PGG) with the revised policy.

		Tick to confirm
Engagement		
1.	Is the Executive Lead sighted on the development/review of the policy?	✓
2.	Is the local Policy Champion member sighted on the development/review of the policy?	✓
Development and Consultation		
3.	If the policy is a new policy, has the development of the policy been approved through the Case for Need approval process?	NA
4.	Is there evidence of consultation with all relevant services, partners and other relevant bodies?	✓
5.	Has the policy been discussed and agreed by the local governance groups?	✓
6.	Have any relevant recommendations from Internal Audit or other relevant bodies been taken into account in preparing the policy?	✓
Template Compliance		
7.	Has the version control/storage section been updated?	✓
8.	Is the policy title clear and unambiguous?	✓
9.	Is the policy in Arial font 12?	✓
10.	Have page numbers been inserted?	✓
11.	Has the policy been quality checked for spelling errors, links, accuracy?	✓
Policy Content		
12.	Is the purpose of the policy clear?	✓
13.	Does the policy comply with requirements of the CQC or other relevant bodies? (where appropriate)	✓
14.	Does the policy reflect changes as a result of lessons identified from incidents, complaints, near misses, etc.?	✓
15.	Where appropriate, does the policy contain a list of definitions of terms used?	✓
16.	Does the policy include any references to other associated policies and key documents?	✓
17.	Has the EIA Form been completed (Appendix 1)?	✓
Dissemination, Implementation, Review and Audit Compliance		
18.	Does the dissemination plan identify how the policy will be implemented?	✓
19.	Does the dissemination plan include the necessary training/support to ensure compliance?	✓
20.	Is there a plan to i. review ii. audit compliance with the document?	✓
21.	Is the review date identified, and is it appropriate and justifiable?	✓

Appendix C – Secondment Application Form

THIS SECTION TO BE COMPLETED BY THE EMPLOYEE

To: Current Line Manager

From:

Secondment Opportunity – Request

Name:..... Directorate:

Secondment Post applied for:

Department:.....

Hours:.....

Band:.....

Objectives of the Secondment:

.....

.....

.....

Reference Number (if applicable):.....

THIS SECTION TO BE COMPLETED BY THE LINE MANAGER

Secondment approved Secondment declined

Please select from the above options

Please give details for the decision made:

.....

.....

.....

SIGNED BY LINE MANAGER: PRINT:

DATE:

THIS STATEMENT SHOULD BE RETURNED TO THE EMPLOYEE AND, A COPY PLACED ON THEIR PERSONAL FILE.

APPENDIX D: Template offer letter

Dear,

SECONDMENT

I am writing to confirm your secondment to the post of XXXX and to summarise the effects of the secondment on your existing terms and conditions of service, as follows:

Start Date and Duration

The secondment commenced on XXXX and will end on XXXX.

Department

You will be based within XXXX department.

Location

Your normal base will be XXXX, however you may be required to perform the duties of your post at any of the Trusts' sites.

Salary

During the secondment you will continue to be paid by Sheffield Health & Social Care but transferred on the ESR system to XXXXXX department for the duration of your secondment. You will be paid at band XXXX, with a salary of XXXX,

Hours of Work

Your total working hours will be XXX hours per week.

Annual Leave and Public Holidays

Your annual leave allowance will remain unchanged, as will your entitlement to public holidays. However, leave proposals should be agreed in advance with your line manager.

Sick Leave

During your period of secondment, any absences will be managed in line with Trust Policy.

Induction, Training and Development

Induction, training and development, attendance at conferences and seminars etc will be agreed with your line manager.

Future Posting

You have agreed to return to your post of XXXX at the end of the secondment. Your line manager XXXX will maintain regular contact with you throughout the secondment

and will meet with you xx weeks before it is due to end to discuss arrangements for the conclusion of your secondment. The secondment arrangement may be terminated by both parties giving XX months written notice of intention to do so.

In the event of the secondment not pursuing its full term every effort will be made to identify a temporary suitable alternative role which has a grade and role similar to that which you occupied prior to secondment.

If there are any matters relating to your secondment that you would like to discuss with me, please do not hesitate to contact me. In the meantime, I wish you every success in your new post.

Yours sincerely,

NAME
DESIGNATION

Appendix E – Template Secondment Agreement

SECONDMENT AGREEMENT BETWEEN SHEFFIELD HEALTH AND SOCIAL CARE FOUNDATION TRUST AND xxxxxxxxxxxx

Name of Secondee:

Seconding Organisation: Sheffield Health and Social Care Foundation Trust

Receiving Organisation:

Seconded Job Role:

Place of Work:

Start Date:

The secondment of xxxxxxxxxxxx is from xxxxxxxxxxxx until xxxxxxxxxxxx .
This secondment may or may not be extended for a further specified period subject to mutual agreement between the parties. At the end of the secondment period the secondee will return to Sheffield Health and Social Care NHS Foundation Trust.

Hours of Work:

The secondee will devote the following hours of work to the seconded job role:
(As applicable - The remaining hours of the contract (specify) will remain with SHSC and will be performed in accordance with the existing SHSC contract of employment subject to any agreed change in duties).

Duties:

The duties for the time on secondment will be as discussed and agreed between the parties (i.e. SHSC, XXXXXX and the employee) subject to this being within the capabilities of the secondee concerned.

Salary:

The salary would be at current rate of pay for the secondee concerned.

Payment of Salary:

Remuneration and other contractual financial benefits, together with PAYE, National Insurance and Pension/Superannuation contributions and any other on-costs, will continue to be paid by SHSC throughout the period of the secondment. This includes periods of sickness absence, maternity, annual leave and any other type of leave in line with agenda for change terms and conditions.

Reimbursement of Salary:

SHSC will invoice XXXXXX monthly in arrears for the full recovery cost and other associated costs together with any overhead element applicable. On Costs, would normally include

National Insurance, and NHS pension scheme employer contributions (or other pensions as applicable in accordance with current statutory or national terms and conditions). Overheads, include but are not limited to; Finance, HR, training, payroll costs, Clinical Negligence Insurance premiums and apprentice levy impact. This includes periods of sickness absence, maternity, annual leave and any other type of leave in line with agenda for change terms and conditions. Payment terms are 30 days from receipt of a valid invoice.

Line Management:

The line management for this post within Sheffield Health and Social Care will be to xxxxxxxx within SHSC. However for matters relating to the secondment, the line management will be delegated to xxxxxxxx.on behalf of XXX.

Sickness Absence:

The secondee will be subject to the relevant SHSC policies and will be entitled to receive sick pay in accordance with the Agenda for Change national terms. Notification of absence during the time of secondment should be to the nominated line managers for XXXXXXXX in the first instance and then to the Line Manager at Sheffield Health and Social Care.

Leave:

The amount of leave to be taken during the time of secondment will be for agreement between Sheffield Health and Social Care, XXXXXX and the secondee. The secondee will provide as much notice as possible of requests for leave to both Sheffield Health and Social Care and XXXXXXXX. All leave pre-booked and agreed by SHSC prior to the secondment commencing will be honoured by XXXXXX should the leave fall on days of the secondment.

Performance Management:

Performance management will be in accordance with SHSC policies on Appraisal, Performance Development Review and Capability but will incorporate feedback from the Line Manager at XXXXXXXX.

Discipline and Grievance:

The secondee will be subject to SHSC's Discipline and Grievance procedures.

XXXXXX will notify the named SHSC manager of any situation which would warrant consideration of formal disciplinary proceedings.

In the event of disagreement or dispute on the part of the secondee in relation to the secondment, this will first be informally discussed with the Line Manager at XXXXXX. If this is not appropriate or informal agreement cannot be reached at this stage, the Line Manager within SHSC will be informed.

Standards of Service:

During the time on secondment the secondee will be expected to comply with XXX's standards, policies and procedures relevant to the working arrangements at XXXXX e.g. health and safety and confidentiality. XXXXX shall bring to the attention of the secondee on appointment the relevant policies and procedures. In case of any doubt about the appropriateness of their application, this should be raised by either the secondee or the line manager at XXXXXX with the SHSC line manager.

Breach of Conditions:

If either party to this agreement believes that there has been a breach of the agreement, it shall give the other party written details of the breach. If the breach can be remedied, written details shall be given of the agreed remedial action.

Confidentiality:

All information and other records relating to the work undertaken by the secondees for XXXXX shall remain the property of XXXXX. The secondees shall not divulge any confidential information relating to XXXXX to SHSC (and vice versa) or to any other third party.

Non-Availability of Secondee because of maternity, parental, adoption or long term sickness

[The arrangements to apply will be for discussion and agreement and should be specified here.]

Pregnancy, maternity and other forms of family-friendly leave

The secondee retains their right to maternity and other forms of family-friendly leave and both organisations will undertake their responsibilities to ensure that all contractual and legal obligations are met.

Termination of Contract:

Other than in cases where the contract is breached as outlined above, either party can terminate this contract during the period of secondment giving xx months' notice in writing to this effect. All rights, either to services or to payments in respect of the service shall cease.

NHS pension – Final pay control charge.

If an employee receives a pay increase in their pensionable pay within the last 3 years resulting from a promotion linked to a secondment, any costs incurred by SHSC as the secondees employer (driven by the receiving organisations decision to increase salary) would be passported onto the receiving organisation.

Training:

Training specific to the post will be provided by both SHSC and XXX as required. Any other training will continue to be the responsibility of SHSC.

Health and Safety:

XXX will be responsible for Health and Safety requirements during the time spent on secondment.

Indemnity:

XXX shall indemnify and keep indemnified SHSC against all claims, costs, losses, damages, liability and expenses SHSC may incur or suffer arising out of any occurrence or event which takes place during the period of secondment other than where SHSC are satisfied that NHS indemnity will apply.

Variation or Amendment

This agreement cannot be varied or amended unless it is in writing and signed by all parties.

I agree to the terms of this secondment agreement:

Signed..... Print.....

On behalf of Sheffield Health and Social Care Trust

Date.....

Signed..... Print.....

On behalf of XXX XXXXXXXXXXXX

Date.....

I hereby accept the secondment on the terms and conditions set out above:

Signed..... Print.....

Seconded member of staff

Date.....

