



SECONDMENT POLICY

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Signature**Signature****Signature****Identifier:**

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This policy will be
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Partnership
Forum.

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APPLICATION: The provisions of this policy apply to all employees of NHS Grampian, however references to the Knowledge and Skills Framework (KSF) and gateways are not applicable to Doctors, Dentists and the Senior/Executive manager cohorts

**NHS GRAMPIAN
SECONDMENT POLICY**

If you have difficulty understanding the English language, this policy can be made available to you in a language of your choice.

This policy can also be made available, on request, in other formats e.g. in large print or on a computer disk.

For all requests for copies of this policy in another language, or in an alternative format, please call the Corporate Communications Team on 01224 554400.

NHS GRAMPIAN SECONDMENT POLICY

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NHS GRAMPIAN SECONDMENT POLICY

1 INTRODUCTION

NHS Grampian recognises the value of secondments. By increasing staff knowledge, abilities and skills through broadening their experience across all organisations providing health and social care in Grampian and elsewhere, they will help create a more flexible organisation responsive to the modernisation agenda. The Policy supports the implementation of NHS Grampian's HR Strategy and NHS Grampian's Organisational Change Policy.

2 PRINCIPLES AND VALUES

In addition to the principles and values of the Organisational Change policy, this Policy is designed to:

- Provide opportunity to make full use of the skills and experience of staff across organisational boundaries.
- Provide equitable access to learning and development opportunities within NHS Grampian.
- Promote the development of Service Learning and Development Plans linked to Service Plans and individual personal development plans.
- Ensure effective communication and accountability arrangements are in place for all seconded staff.
- Benefits to the employee and service needs to be considered prior to application.
- Secondment opportunities should be open to all employees and should not be unreasonably refused
- Provide the right for the secondee to return to their substantive post

3 SCOPE OF THE POLICY

a) Definition

NHS Grampian defines Secondment as:

“The temporary placement of an employee to another organisation or to a different part of the same organisation, for a specific purpose and specific time to the mutual benefit of all parties”

b) Types of secondments

- Internal secondment within NHS Grampian
- Internal secondment within NHS Scotland, e.g. another NHS Board
- External secondment, e.g. Public sector; Trade Unions; Professional Organisations, Scottish Government and the Voluntary Sector

Secondment opportunities may arise through a variety of circumstances, including:

- as a result of service changes
- to take forward specific projects
- to provide retraining opportunities for staff affected by change
- the identification of a job that requires to be done

The above are examples and should not limit the creativity of employees and/or managers in identifying suitable secondment opportunities.

c) Length of secondment and extensions

This Policy applies to all secondments of 3 – 24 months duration. Secondments will not normally last longer than 24 months but can be extended for a maximum period of 6 months, beyond the 24 month period, by agreement of both parties. Thereafter the secondment must be re-advertised.

The exception is where there is the requirement for a secondment to be extended beyond 24 months duration, due to the need to complete a job requiring to be done. This would be reviewed to decide on the appropriateness of re-advertising due to the knowledge gained by the current secondee and an extension agreed. This would not affect the right of the secondee to return to their substantive post.

Secondment opportunities should be allowed to run their course. However, in exceptional circumstances employers reserve the right to recall staff prematurely if required or there is a change to the secondment circumstances e.g. cessation of funding.

d) Exclusions

The Policy specifically excludes:

- Training secondments arranged as a result of an employee's personal development plan. Such secondments would normally last less than 3 months with the secondee being additional to the establishment of the host department.

- “Duty Extensions” within the employee’s own department. In such cases the employee would normally continue to carry the main responsibilities of their substantive post alongside the agreed allocation of additional duties for a defined period of time. Where it has been identified that a number of staff within the department have the necessary skills and experience to undertake the additional duties then expressions of interest will normally be sought and ringfencing of those eligible.

4 THE SECONDMENT PROCESS

At all stages of this procedure employees are entitled to be represented by a Trade Union or Staff-Side Organisation Representative, a full-time Trade Union Officer, a fellow member of staff, or a friend, not acting in a legal capacity.

Special attention should be paid to communications with employees who have limited experience of working life, employees with learning difficulties, employees with physical disabilities or mental health issues which may impact on their ability to understand or express themselves and employees whose first language is not English.

a) Resolution of disputes

Should a disagreement arise, the employee has the right to raise a formal grievance. It may be preferable in such circumstances, however, for the manager to seek advice on resolving the matter from an appropriate member of the HR Team and a Lead Staff Side representative.

b) Before the Secondment

Manager advertising a secondment opportunity

In all cases a clear objective for the secondment will be developed, along with a job description, KSF outlines and person specification, with specific start and end dates. The opportunity will be advertised as a secondment or a fixed term contract with the tenure clearly stated. The job description must be banded before advertising and all normal recruitment procedures apply to secondments. The principles and values detailed in Section 2 must also be adhered to.

Where it has been agreed with the local partnership group, through the HR and Service planning process, that secondments will be used to provide retraining opportunities to a specific group of staff, the advertisement will be limited to those employees. In addition, where only an identified group of employees could undertake the secondment they would be ringfenced to express interest. Full consideration must be given to the potential associated costs e.g. replacement costs and training requirements.

Employee seeking a secondment opportunity

There may be service requirements, which mean that an employee cannot be released from their post to take up a secondment and, for that reason, employees must discuss the secondment opportunity with their manager before submitting an application. The manager is required to respond to the employee with a final decision, within five working days. If the manager decides that it is not possible to release the employee on secondment they will be required to provide written, objectively justifiable, reasons for this decision.

c) On appointment

Secondees, where applicable, should have a full and foundation KSF outline for their current substantive post and a full and foundation outline for the seconded post. The outlines can then be used to assist in identifying transferable skills to the seconded post and also new development needs.

If the secondee is from or going to another organisation, then the host manager requires to agree how to proceed with personal development planning with the employing organisation. It would be useful to use the KSF process at this stage but it is accepted it may not be possible, and will depend on the other organisation involved. The following are suggested as key areas to consider:

- Establish principles/agree way forward
- Clearly document agreed process for appraisal and personal development planning
- Clearly document any requirements for development to main substantive post needs (e.g. registration requirements)
- Clearly document agreed communication processes and meetings.

Appendix 1 details the main points to consider when managing gateways and the development needs of the secondee.

On appointment a Secondment Agreement will be discussed and agreed (see Appendix 2). This Agreement outlines the detail of the secondment, including the formal communication processes during the secondment, the accountability arrangements in line with contractual and statutory obligations and the personal development plan of the secondee. The host manager must ensure that a copy of the Agreement is provided to the secondee and sent to the Payroll Department for the issuing of contractual documentation.

d) During the Secondment

The implementation of the Secondment Agreement will be formally monitored throughout the period of secondment, including induction and the personal development plan.

All appraisal and monitoring arrangements will normally be undertaken by the host department/organisation.

During the secondment period the length of the secondment needs to be discussed between the substantive and the host manager. Please refer to Section 3 for guidance on extensions and re-advertisement of secondments.

The Gateway Review Policy should be consulted for full information on gateway management.

Where an employee's substantive post is affected by Organisational Change, it is the secondee's substantive manager who is responsible for ensuring the employee is properly informed and included in the change process.

e) After the Secondment

All secondments will be evaluated against the objectives and personal development plans. Formal plans will be put in place for the secondee to be re-introduced to their substantive post and the organisation will maximise the benefits of applied learning when the secondee returns.

Secondees are encouraged to report back to their colleagues and manager on their return and may find it valuable to maintain the contacts and networks they have built up.

If, following the completion of the secondment, the employee does not return to their substantive post, but is successful in gaining a consecutive secondment, then they will no longer retain their right to return to their substantive post, but will retain their permanent employment status. The consecutive secondment is then recorded as a fixed term contract and if the employee does not have another post to go to, at the end of the fixed term contract, they will be accorded displaced status, in line with provisions of the Redeployment Policy. If the seconded post is within NHS Grampian and is subsequently converted to a permanent basis, the post must then be advertised, in line with the Recruitment Policy.

5 TERMS AND CONDITIONS OF EMPLOYMENT

a) During Secondment

Within NHS Grampian

Where the terms and conditions for the secondment opportunity would be better than those in the substantive post the terms and conditions of the secondment post would apply. This must be considered as a complete package of terms and conditions.

Where the secondment offers lower terms and conditions, seconded employees are entitled to maintain their terms and conditions of employment including special class status except where mutually agreed otherwise. An exception may be supplements of pay agreed by external bodies e.g. Consultant Distinction Awards, where the continuation or reinstatement is governed by the external body.

Time spent on secondment with another employer within the NHS will not affect continuity of employment and associated terms and conditions.

Day to day management of the secondee will be the responsibility of the host department.

The host department will be responsible for the Employers Liability Insurance and have a duty of care under the relevant legislation for the secondee's health and safety. If a secondee is carrying out duties within a location agreed by the employer with responsibility for that location, employers liability is covered by the Employers Liability Insurance.

Termination of the secondment, prior to expiry of the secondment, will normally be subject to an agreed period of notice.

Other NHS bodies and outwith NHS

The terms and conditions applicable to an external secondment will be those offered by that employer. This must be considered as a complete package of terms and conditions.

Time spent on secondment with another employer outwith the NHS will not affect continuity of employment and associated terms and conditions.

Day to day management of the secondee will be the responsibility of the host employer.

The host employer will be responsible for the Employers Liability Insurance and have a duty of care under the relevant legislation for the secondee's health and safety. If a secondee is carrying out duties within a location agreed by the employer with responsibility for that location, employers liability is covered by the Employers Liability Insurance.

Termination of the secondment, prior to expiry of the secondment, will normally be subject to an agreed period of notice.

b) On return to substantive post

Where secondment is to a post of a higher grade, service credit for payroll purposes will be given for time spent in this post. On return to the substantive post the original terms and conditions of the substantive post would apply.

Where relevant, the statutory requirements for maintenance of professional registration must be explicit within the secondment arrangements. Secondments outwith the NHS may require a return to NHS duties for short periods during the term of secondment to assure registration.

c) Performance Management

Arrangements for appraisal will be clearly documented in the Secondment Agreement. In such circumstances the host employer/department will complete the documentation with reference to current NHS requirements.

Agreement must be reached at the start of the secondment regarding arrangements for review. The period for review will be specified in the Secondment Agreement.

6 KEEPING IN TOUCH

Keeping in touch with seconded staff throughout the period of their secondment is essential and arrangements for this must be clearly documented. The responsibility for this will be mutual and both the secondee and their substantive manager will be responsible for keeping in touch.

The substantive manager will act as the contact point and will keep the secondee in touch with developments. Account must be taken of individual requirements, including:

- (i) Monitoring arrangements
- (ii) Appraisal
- (iii) Maintaining professional registration
- (iv) Retraining requirements on return
- (v) Evaluation of secondment
- (vi) restructuring, or proposed departmental changes – secondees must be advised/consulted as appropriate

Examples of ways in which to keep in touch include:

- mailing lists – remaining on the list for team communications
- attendance at regular Team meetings

Appraisal arrangements must be explicit within the Secondment Agreement and both managers should agree who will take this forward, although it will normally be the host manager. For a longer term secondment, account must be taken of the potential skills loss, skills gained, changing work practice, changing cultures and new technology. Successful keeping in touch will minimise the impact of these factors.

MAIN POINTS TO CONSIDER WHEN MANAGING GATEWAYS AND THE DEVELOPMENT NEEDS OF THE SECONDEE.

Common points

- The secondee will go through a competency based interview based on the KSF Outline. The full and foundation outlines will be available at this stage
- On appointment, the host manager will receive information from the substantive manager to allow a discussion on development needs to occur.
- The host manager needs to take into consideration any development needed by the secondee to maintain skills for their substantive post.

1. Appointment on Current Pay Band

- There will be a discussion on the Personal Development Plan as per normal procedures, relating to how the secondee will reach the full outline.
- The host manager needs to check when the second gateway is due and work towards this.
- If the secondee is above the second gateway, the focus is on continued development.

2. Appointment to a Higher Pay Band

- There will be a discussion on the Personal Development Plan as per normal procedures and the foundation outline will be used for the first year to ensure appropriate development. If the secondee continues over one year, the foundation gateway will require to be met and then development planning will be focused on achieving the full outline at the second gateway.
- If for any reason the foundation/second gateway is deferred, the host manager will need to agree a short-term action plan with the employee to achieve the development needed.
- When the secondee returns to their substantive post, the employee will return to the appropriate point on the original pay band.

3. Appointment on a Lower Pay Band

- There will be a discussion plan as per normal procedures and the full outline for the secondees substantive post will be used as the secondee will have retained their higher pay band.

NHS GRAMPIAN – MODEL SECONDMENT AGREEMENT

For use for internal and external secondments

NAME OF SECONDEE _____**EMPLOYER**

During the course of this secondment, you will continue to be employed by NHS Grampian

(Department)**HOST ORGANISATION/DEPARTMENT**

Your secondment will be with _____

SECONDMENT JOB TITLE

Your Job Title will be _____

Grade/Band _____

PURPOSE OF SECONDMENT

The duties of your post are as outlined in the attached Job Description. This is not an exhaustive list of your duties and responsibilities and may be varied as appropriate to your secondment and following prior consultation with you.

BASE

Your base will be _____

HOURS

Your normal working hours will be _____ per week.

Your normal working days will be _____

You may be requested, on occasion, to work additional hours. Any such request will comply with the provisions of the Working Time Regulations

SECONDMENT PERIOD

Start date _____

End date _____

PERFORMANCE APPRAISAL

Normal appraisal arrangements will apply during the period of your employment. Appraisal of your performance will be undertaken by (Host Organisation/Department) in consultation with NHS Grampian (Substantive Department).

OBJECTIVES OF THE SECONDMENT

The following objectives have been agreed for this secondment:

i)

ii)

iii)

These objectives will be reviewed as an integral part of the joint communication process.

COMMUNICATION AND ACCOUNTABILITY ARRANGEMENTS

The following joint communication process has been agreed as a means of reviewing progress and raising issues. This may include monitoring arrangements, maintaining professional registration and retraining requirements on return. Issues should be raised as required. Formal communication will take place on a regular basis between your substantive manager, host manager and you.

During your secondment you will report to (*Job Title of host manager*). Your substantive manager and your host manager have the responsibility for ensuring all employment contract obligations are fulfilled.

At the end of your secondment there will be a debriefing meeting to evaluate the secondment and discuss arrangements for your return to your substantive post. Consideration will also be given to how best to utilise your new skills within your substantive post and review your personal development plan on your return.

PERSONAL DEVELOPMENT PLAN

The attached personal Development Plan has been agreed for the duration of/first year of, your secondment. This plan will be reviewed at least annually and more often as required.

TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment for this secondment will be those detailed in your substantive contract of employment.

OR

The terms and conditions of employment are those applicable to the grade/band of the secondment, which vary from those in your substantive contract of employment.

EXPENSES

You will be reimbursed for expenses incurred during the carrying out of your duties in accordance with your terms and conditions.

NOTICE

(Name of Host Organisation/Department) will give you a minimum of _____ notice, in writing, in the event that it wishes to terminate the secondment prior to the agreed end date.

You will, similarly, be required to give (name of Host Organisation/Department) a minimum of _____ notice, in writing, in the event that you wish to terminate the secondment prior to the agreed end date.

SICKNESS ABSENCE, ANNUAL LEAVE, PUBLIC HOLIDAYS.

Arrangements for the reporting of sickness absence will be as agreed with _____

Arrangements for the requesting leave will be as agreed with _____

EMPLOYEE CONDUCT AND CAPABILITY

Any concerns regarding your conduct and/or capability will be brought to your attention by _____ (Host Organisation/Department) and, if necessary, will be dealt with in accordance with NHS Grampian's Employee Conduct and Capability policies.

EMPLOYEE DISSATISFACTION PROCEDURE

If you seek to redress any grievance relating to your seconded post, you should communicate your grievance, in writing, to your host manager. If the matter is not settled at this level, you may pursue it in accordance with the agreed procedures of NHS Grampian. A copy of the relevant procedure is available from NHS Grampian's HR Department.

HEALTH AND SAFETY

Both NHS Grampian and (Host Organisation/Department) have a joint responsibility for your health and safety during your secondment.

CONFIDENTIALITY

Secondees are reminded of the responsibility to comply with Data Protection legislation and the need to maintain confidentiality of NHS Grampian and the host employer/department.

AGREEMENT

Secondee Name _____

Address _____

We hereby agree the secondment of the above named on the conditions outlined in the forgoing agreement

FOR HOST ORGANISATION/DEPARTMENT

Signature _____ Date _____

Name _____ Position _____

FOR SUBSTANTIVE EMPLOYER/DEPARTMENT

Signature _____ Date _____

Name _____ Position _____

SECONDEE

Signature _____ Date _____

Copy to:

Secondee
Payroll Department