

## **SECONDMENT POLICY**

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# SECONDMENT POLICY

## 1. INTRODUCTION

- 1.1 Secondment is increasingly recognised by many employers in both public and private sector industries as valuable for employee development. As organisations adopt ever-flatter management structures, opportunities for promotion are limited. By placing employees in different work situations, secondment offers the chance of improving skills, knowledge and experience.

## 2. WHAT IS SECONDMENT

- 2.1 Definition of Secondment is:  
“The temporary loan of an employee to another organisation, or to a different part of the same organisation, for a specific purpose for a specific time to mutual benefit of all parties”
- 2.2 The policy identifies three main types of secondment:
- ◆ Internal secondment within NHS 24;
  - ◆ Internal secondment within the NHS; e.g. NHS Scotland;
  - ◆ External secondment, e.g. Local Authority, Trade Unions, Professional Organisations and the Voluntary Sector.

## 3. THE SECONDMENT PROCESS

- 3.1 Who is eligible?
- Secondment opportunities should be made available for all employees and employees should have a discussion with their line manager prior to pursuing a secondment opportunity. A secondment opportunity will not be unreasonably refused. However, in such cases, the employee will be provided with the reasons for this decision, in writing.
  - Secondment opportunities may arise through a variety of circumstances. The most obvious of these may be the identification of a job requiring to be done and should be accessed by the normal recruitment methods.
  - Employees may also identify requirements through appraisal and the review of their development needs.
- 3.2 All arrangements for accessing secondment should take account of the following points:
- Clear arrangements for accessing secondment
  - Clear reasons identified for secondment
  - Clear arrangements for start and finish dates
  - Clear arrangements for line management

- Training requirements and training needs during and following a period of secondment for both substantive and seconded posts
- Replacement costs
- Statutory obligations
- Appraisal arrangements
- What the benefits are to all parties concerned
- Monitoring arrangements
- Arrangements for this should be clearly documented within the secondment contract which will also include a revised job description

#### **4. TERM OF SECONDMENT**

- 4.1 Secondments vary in length, usually 3 months - 2 years depending upon the circumstances. However, it is recognised that, in exceptional circumstances, secondments may be less than 3 months and secondments may be extended beyond 2 years but only to complete an existing piece of work e.g. project. The period of secondment however must be agreed and clearly defined in a secondment agreement, signed by all parties, i.e. the seconding manager/organisation, the secondee and the host manager/organisation. Reference is also made to paragraph 6.6.

#### **5. SECONDMENT AGREEMENT/CONTRACT**

- 5.1 A secondment agreement between the two parties should be agreed. See Appendix 1.
- 5.2 It will normally be the responsibility of the employee's substantive post employer to ensure the secondment contract/agreement is completed prior to the secondment commencing.

#### **6. TERMS AND CONDITIONS OF EMPLOYMENT**

- 6.1 Seconded employees are entitled to maintain their terms and conditions of employment including allowances except where mutually agreed otherwise. However, there should be no detriment to salary. Where the terms and conditions for the secondment opportunity would be greater than those in the substantive post, the terms and conditions of the secondment post will apply. The variations would be agreed at the outset and the appropriate terms and conditions would apply. No seconded employee shall receive a salary (including allowances) greater than that of an employee in the equivalent substantive post.
- 6.2 For certain employees, 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 the secondment to assure registration.
- 6.3 Arrangements for appraisal and personal development planning will be clearly documented in the secondment contract, particularly for those employees on Executive, Senior Manager or Clinical terms and conditions. In such circumstances the host

employer will complete the documentation using the substantive employer's appraisal system. Copies of the appraisal documentation should be shared with the donor organisation.

- 6.4 Where secondment is to a post of a higher substantive grade; credit will be given for time spent in this post.
- 6.5 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. Secondment opportunities should be allowed to run their course, however, employers reserve the right, exceptionally, to recall employees prematurely if required. Termination, prior to expiry of the secondment, will normally be subject to an agreed period of notice.
- 6.6 Continuation of the secondment will depend upon the continuing existence of the substantive post. Any change to the substantive post will be subject to consultation with the employee, and may result in variation or termination of the secondment as appropriate.  
The employee will have the right to return to his or her substantive post once the secondment has been completed, with the exception of posts which have been subject to organisational change.

## **7. CONTINUITY OF EMPLOYMENT**

- 7.1 Time spent on secondment with another employer within or outwith the NHS will not affect continuity of employment.

## **8. EXPENSES**

- 8.1 Expenses incurred as a result of the secondment will be reimbursed, normally by the host employer with any variations agreed prior to commencement and clearly detailed in secondment contract. Clear agreement needs to be reached regarding existing arrangements e.g. car status. The host employer will detail to the secondee, arrangements for expenses to be paid.

## **9. HEALTH AND SAFETY**

- 9.1 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.

## **10. KEEPING IN TOUCH**

- 10.1 Keeping in touch with employees on secondment throughout the period is essential. Arrangements for this should be clearly documented. The responsibility for this will be mutual, where both the secondee and their manager will be responsible for keeping in touch. The manager will act as the contact point and keep the secondee in touch with developments. Account must be taken of individual requirements, including:

- Monitoring arrangements
- Appraisal
- Maintaining professional registration
- A clearly defined return to work programme will be devised and agreed which may include retraining requirements.
- Evaluation of secondment

10.2 Examples of keeping in touch may include:

- Mailing Lists – remaining on the list for team communications
- Restructuring or proposed departmental changes – secondees must be advised/consulted/involved, as appropriate
- Attendance at regular team meetings

10.3 Appraisal and personal development planning arrangements, including KSF development, must be explicit within the secondment contract. Both managers must be in agreement as to who takes this forward, but should normally be the host employer. However, the manager from the donor organisation may be involved in the appraisal process. For longer term secondment, account must be taken of the potential skills lost, changing work practice, changing cultures and new technology. Successful keeping in touch will minimise the impact of this.

## **11. DURING THE SECONDMENT**

11.1 Effective induction is essential. Where appropriate the host organisation / department will organise a briefing package for the secondee, providing background information on the organisation, functions of the host workplace, duties and responsibilities of the post, office procedures etc.

## **12. AFTER THE SECONDMENT**

12.1 Following completion of the secondment:

- Secondees might find it valuable to maintain the contacts and networks they have built.
- Employers should maximise the benefits of applied learning, when the secondee returns from secondment.
- Secondees should provide advice to other colleagues who may be considering a secondment opportunity

## **13. EVALUATION OF SECONDMENT**

13.1 A standard evaluation should follow all periods of secondment in order to evaluate and recognise the benefits of the secondment and aid the planning of any future secondments.

13.2 The evaluation form, which must be completed following the secondment, is contained within Appendix 2. Completed evaluation forms will be maintained within a database, which will allow the evaluation of secondments to be made on a NHS 24 wide basis.

13.3 **Other elements would include:**

- debrief the secondee to elicit what has been learned from the secondment and to encourage the secondees to write a report reflecting the learning outcomes of the secondment and share these with their colleagues
- encourage the secondee to consider how he/she might use his/her new skills and knowledge.

## **APPENDIX 1**

### **SECONDMENT CONTRACT**

This secondment contract is to be completed in accordance with the PIN guideline pertaining to secondment.

#### **1. PURPOSE OF SECONDMENT**

Details appropriate to secondment

#### **2. SECONDMENT JOB TITLE**

Your Job Title will be \_\_\_\_\_.

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

#### **3. BASE**

Your base will be \_\_\_\_\_.

Your post may involve travelling outwith your main seconded base for the proper performance of your duties and for which you will receive appropriate reimbursement of expenses by \_\_\_\_\_.

#### **4. 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, which will be contained by the agreement on Working Time Regulations.

#### **5. SECONDMENT PERIOD**

Start date \_\_\_\_\_.

End date \_\_\_\_\_.

Optional – [A trial period of \_\_\_ weeks has been agreed with a formal review by (name) on or before completion of the trial period.]

#### **6. PERFORMANCE APPRAISAL**

Normal appraisal arrangements will apply during the period of secondment. Appraisal of performance will be undertaken by (Host employer) in consultation with (Donor employer)

#### **7. TERMS AND CONDITIONS**

The terms and conditions for this secondment will be those as detailed in your substantive contract of employment. Any variations to these conditions are detailed below: (delete as appropriate)

e.g. contracted hours  
salary  
annual leave  
public holidays  
car lease

## **8. NOTICE**

A minimum of \*(see below) notice in writing will be given and is required in the event of early termination of secondment by any of the parties.

\* Secondment of: up to 3 months - one week's notice  
up to 6 months - two week's notice  
up to 9 months - three week's notice  
over 9 months - four week's notice

However, the donor manager has the right, in critical circumstances, to recall employees.

## **9. SICKNESS ABSENCE**

Arrangements for the reporting of sickness absence are as follows:

Sickness absence should be reported in line with host employer's sickness absence procedure and reported back to the substantive employer including copies of doctor's certificates.

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## **10. EMPLOYEE CONDUCT AND CAPABILITY**

Any concerns regarding your conduct and/or capability will be brought to your attention by (host employer) and if necessary will be dealt with in accordance to (donor employer) policies on the Management of Employee Conduct/Capability, where these exist.

## **11. EMPLOYEE DISSATISFACTION PROCEDURE**

If you seek redress of any grievance relating to your seconded employment, you should communicate your grievance, in writing, to your immediate manager identified under the secondment arrangements. If the matter is not settled at this level you may pursue it in accordance with agreed procedures. Copies of the relevant procedure are available from the host organisation's Human Resources Department.

## **12. HEALTH AND SAFETY**

Both (employee) and (host employer) have a mutual responsibility for the individual's health and safety. During the term of secondment the employer's duty of care will be the responsibility of (host organisation)

## **13. CONFIDENTIALITY**

### **Obligations Arising from Data Protection Legislation**

Particular regard should be given to your responsibility to abide by the principles of current data protection legislation. Further information is available from the designated person responsible for data protection and the implementation of this legislation.

Similarly no information of a personal or confidential nature concerning (host employer) should be divulged to anyone without the proper authority having first been given. If you are in any doubt whatsoever as to the authority of a person or body asking for information you must seek advice from the identified manager.

**Failure to Comply with Obligations**

Failure to observe these obligations will be regarded by your employer as serious misconduct that could result in disciplinary action being taken against you including dismissal. You may also be liable to prosecution for an offence under the data protection legislation or an action for civil damages.

**14. KEEPING IN TOUCH AND RETURN TO WORK ARRANGEMENTS**

The following arrangements will apply:

--

As a minimum, substantive post managers will keep in touch with a seconded employee on a 3 monthly basis.

**SECONDMENT AGREEMENT**

NAME: .....

ADDRESS: .....  
.....  
.....  
.....

We hereby agree the secondment of the above named on the conditions set out in the foregoing Contract.

Signature: (Host employer/manager) .....

Name: ..... Position: .....

Signature: (Donor employer/manager) .....

Name: ..... Position: .....

Signature:(Employee) .....

Date: .....

## APPENDIX 2

### SECONDMENT EVALUATION

This form should be completed by the secondee and their manager immediately following the secondment period. There is also space for the host manager to make comments.

Secondee Designation : .....

Designation during secondment: .....

Host Organisation: .....

Type of Secondment: .....

Commencement Date: .....

Completion Date: .....

1. What were the objectives of the secondment?

2. Were the objectives of the secondment met?       Yes  No

If No, please explain why:-

3. How did the secondment benefit  
~ the Secondee

~ the Trust/Health Board

~ the Host

4. What actions will the Secondee take now that the secondment is complete and how will they use their new skills and experience?

5. Could anything have been done to improve the management process of the secondment, if so please explain:

Secondees signature: .....  
Date: .....

Please attach a copy of your report reflecting on the learning outcomes of the secondment.

Manager's signature: .....  
Date: .....

If you wish to add further comments in addition to the form please attach on a separate sheet of paper.

Host's signature: .....  
Date: .....

Please use this space to comment on any aspect of the secondment  
Once completed, a copy of this form should be

- ~ given to the secondee
- ~ filed on their personal file
- ~ forwarded to the Human Resources Department within one month of the end of the Secondment.