



NHS Grampian Secondment Policy

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**Date Approved
by GAPF:**

17 December
2014
Refresh 10
August 2017

Review date:

31 December
2023

Uncontrolled When Printed

Version 3

The provisions of this policy, which was developed by a partnership group on behalf of Grampian Area Partnership Forum, Apply equally to all employees of NHS Grampian except where specific exclusions have been identified.

NHS Grampian
Secondment Policy

This document is also available in large print and other formats and languages, upon request. Please call NHS Grampian Corporate Communications on Aberdeen (01224) 551116 or (01224) 552245.

This Policy has undergone Equality and Diversity Impact Assessment.

Revision History:

Document Title	Policy Version	Date Approved by GAPF	Review Date
Secondment Policy	3	Agreed to be refreshed by the 10 August 2017 GAPF	17 December 2021
Secondment Policy	3	May 2022 - Review date amended given the policy is part of the Once for Scotland Phase II work.	31 December 2023

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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.

Any secondment extension must be explicitly agreed by the substantive line manager of the secondee. After 30 months in a seconded post, the secondee would relinquish the right to return to their substantive post but would retain the right to a post at the same grade within NHS Grampian.

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

All employees are entitled to be represented by a Trade Union or Professional Organisation representative (including full-time Trade Union Officers) or accompanied by a fellow member of staff, or a friend or relative 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) 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.

It is the receiving manager’s responsibility to source the funding for the secondment, however the manager of the area the secondee has come from has the responsibility of financing the backfill.

b) 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 agreed communication processes and meetings.

On appointment a Secondment Agreement will be discussed and agreed (see Appendix 1). 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.

The host manager should fill in the secondment paperwork and send copies to the secondee and the secondees substantive manager. The host manager should also make finance aware of the arrangements.

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 in partnership with the seconding manager.

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.

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, with the seconded member of staff deciding whether or not to apply.

5 Resolution of disputes

Should a disagreement arise, it is preferable in such circumstance for those involved to seek advice on resolving the matter from an independent member of the HR Operational Team and a Staff Side Representative from a professional organization/trade union of which the employee is not a

member. The individual, however, has the right to access the Grievance Policy.

6 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. If the seconded post changed as a result of an organisation change then this would be reflected in the secondees terms and conditions for the period of the secondment.

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, employer's 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 as per the contract of employment.

b) Grade Changes whilst on Secondment

If there are changes to a secondee's substantive post i.e. an upgrade, then they will not be entitled to any salary up-lift until they return to that post unless this is an outstanding claim.

Should any changes be made to the post occupied on secondment then providing all organisational processes have been followed, the

seconded is entitled to receive the appropriate remuneration associated with that grade for the duration of secondment.

c) Other NHS bodies and outwith NHS

The terms and conditions applicable to an external secondment will be those offered by that employer. In exceptional circumstances an employee on secondment can decide which terms and conditions to accept, this would be in the circumstance when there is disparity between the 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 seconded 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 seconded's health and safety. If a seconded 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.

d) 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.

e) 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.

7 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.

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 Operational HR Team.

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

General Information

Q1 What happens if my department goes through an Organisational Change during my secondment?

A If your department goes through an organisational change, then you are entitled to be kept informed throughout the process. You should be invited to meetings or sent minutes of meeting so that you are fully informed.

Q2 What would happen if I had completed a 24 month secondment and the post was advertised, would I be able to reapply?

A Yes, you would be able to reapply, however discussions would need to take place with your manager as this would have to be mutually agreed.

Q3 If I was successful in gaining another 6 month secondment what would happen after that?

A Following a secondment lasting 30 months, the post holder would relinquish the right to return to their substantive post, but would retain the right to a post at the same grade in NHS Grampian.

Q2 Do I keep my Mental Health Officer (MHO) status whilst on secondment?

A You will retain your MHO status during your time on secondment, regardless whether or not the post attracts MHO status for a period of **12 months only**. After that time if the secondment carries on, the secondee will lose their MHO status.

Q3 How long do I have to return for before accepting another secondment in order to keep my MHO status?

A SPPA have confirmed that only 1 period (12 months) of secondment will be granted throughout employment