



HR POLICIES & PROCEDURES (HR/C23)

SECONDMENT POLICY & AGREEMENT

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SECONDMENT POLICY & AGREEMENT – CONTENTS

SECTION	PAGE
1. Introduction	1
2. Purpose	1
3. Scope	1
4. Equality Statement	1
5. Definitions	2
6. Development Opportunities	2
7. Secondment	3
8. Applying for Secondments	3
9. Responsibilities, Substantive Manager	4
10. Responsibilities, Receiving Manager	4
11. Contractual Arrangements	4-5
12. Payment	5
13. Incremental Dates	5
14. Appeals	5
15. Audit & Review	5

APPENDICES

1. **Secondment Agreement**
Development Opportunities Agreement

EQUALITY IMPACT ASSESSMENT

1. INTRODUCTION

1.1 The Trust considers secondments to be a very good way of providing development opportunities and of covering long-term planned absence of a substantive postholder; eg, to cover maternity leave, long term sick leave and other extended absence or during trial periods of new and developing roles or in the event that the Trust temporarily increases the establishment for a particular service/function in order to meet demand.

1.2 When considering how to cover a short term vacancy (ie. via a secondment, externally advertised fixed term appointment or development opportunity) appointing managers should consider:

- the availability of additional funding to cover the position;
- the availability of management support to support the temporary post-holder;
- the predicted length of the short term vacancy;
- the nature of the post and whether it can be suitably adapted to provide a development opportunity;
- the requirement for the temporary post holder to fulfil the full range of duties
- the availability of suitably qualified internal candidates.

1.3 An end date should always be applied to any secondment or development arrangement and the ongoing requirement for the continuation of the secondment will be reviewed regularly throughout the period of the secondment – and at least four weeks before the termination date; less if it's a development opportunity.

2. PURPOSE

2.1 To clarify the distinction between secondment and development opportunities and to give clear directions on the procedures and contractual implications of both.

2.2 To ensure that the same principles are understood and applied across the whole of the Trust.

3. SCOPE

3.1 This agreement will apply to all staff applying for and/or being asked to undertake internal development or secondment opportunities.

4. EQUALITY STATEMENT

4.1 The Trust is committed to promoting positive measures that eliminate all forms of unlawful or unfair discrimination on the grounds of age, marriage and civil partnership, disability, race, gender, religion/belief, sexual orientation, gender reassignment and pregnancy/maternity or any other basis not justified by law or relevant to the requirements of the post. The Trust will therefore take every possible step to ensure that this procedure is applied fairly to all employees regardless of the aforementioned characteristics whether full or part-time or employed under a permanent or a fixed-term contract or any other irrelevant factor.

- 4.2 By committing to a policy encouraging equality of opportunity and diversity, the Trust values differences between members of the community and within its existing workforce, and actively seeks to benefit from their differing skills, knowledge, and experiences in order to provide an exemplary healthcare service. The Trust is committed to promoting equality and diversity best practice both within the workforce and in any other area where it has influence
- 4.3 Where there are barriers to understanding; eg, an employee has difficulty in reading or writing or where English is not their first language additional support will be put in place wherever necessary to ensure that the process to be followed is understood and that the employee is not disadvantaged at any stage in the procedure. Further information on the support available can be sought from the Human Resource Department.

5. DEFINITIONS

- 5.1 **Secondment** – where an individual moves to another post for a defined period of time performing the *full range* of duties applicable to the role and job description.
- 5.2 **Development Opportunity** is a formalised opportunity by which a staff member acts into another role. The role (and job description) will be suitably adapted and adjusted to take account of the individual's development needs and to ensure that adequate supervision and support is provided throughout the development period.

6. DEVELOPMENT OPPORTUNITIES

- 6.1 Formalised development opportunities may be appropriate in the following circumstances:
- where an individual has been through a recruitment and selection process for a particular role, narrowly missing the standards to be appointed or they have been assessed as suitable for the role but there are no further vacancies;
 - where the development of particular skills and experience has been identified in an employee's appraisal and development plan.
- 6.2 When employees undertake a formal development opportunity they will not be required to carry out the full responsibilities of the post and will receive additional management support and guidance. The job description must, therefore, be adjusted accordingly and the post holder will retain their substantive pay band, associated allowances and terms and conditions for the duration of the development opportunity.
- 6.3 The purpose of a development opportunity is to enhance an employee's skills and range of experience and to prepare the employee for future promotion opportunities.
- 6.4 Formalised development opportunities should not last longer in duration than three months and should not be extended more than once.
- 6.5 Employees undertaking a formal development opportunity will be issued with a development agreement. A development agreement template is attached at

Appendix 2. A copy of development agreement should be sent to the HR for retention on the employees HR file.

- 6.6 The Trust reserves the right to end development opportunities at any time. These decisions will be based upon service demand and provision.

7. SECONDMENT

- 7.1 Internal secondment opportunities should not last longer than six months, except when the purpose of the secondment is to cover a long term absence such as maternity / career break. NB External secondments may be of a longer duration.

7.1.1 If, in exceptional circumstances, there is a requirement to extend the secondment beyond six months, the individual filling the role will not have any automatic right to continue in the post or, if they do remain in post, to be substantiated in the position.

7.1.2 All secondment opportunities expected to last more than 3 months will be advertised and recruited to via the normal recruitment process.

7.1.3 An evaluated job description and person specification should accompany the request to recruit.

7.2 SCAS reserves the right to withdraw any secondment opportunity at any time during the defined period. The secondee will be provided with an explanation of the reasons why.

8. APPLYING FOR SECONDMENTS

8.1 Recruitment for a secondment post will be in line with the Recruitment Policy. Any secondment post must have an evaluated job description and person specification. It may be appropriate to simultaneously advertise the temporary vacancy externally and to consider applications for fixed-term appointments or secondments from external organisations.

8.2 Where a member of staff identifies a secondment for which they would like to apply to develop their skills, they should discuss this in the first instance with the appropriate line manager who has the authority to release them from their substantive role. All staff should discuss with their line manager before applying for a secondment.

8.3 In the case of internal secondments, secondees will be issued with a secondment letter and agreement which will act as a temporary variation to the substantive contract of employment. The secondment agreement is outlined at Appendix A.

8.4 In the case of external secondments, staff must obtain the agreement of their substantive line manager before applying for the secondment. During external secondments, secondees retain all Trust terms and conditions including continuous service rights and pension arrangements. In external secondments, a secondment agreement must be drawn up between the external (host) organisation and the employing organisation on an individual case basis with assistance from the HR Team.

9. RESPONSIBILITIES OF SUBSTANTIVE MANAGER

- 9.1 Substantive line managers with the authority to release a member of staff from their substantive role are responsible for considering applications for secondments on the basis of staff development and service need..
- 9.2 Once a secondment has been agreed the substantive manager must complete an ESR variation form detailing current contractual arrangements and *forward this onto the receiving manager* for their completion. On ESR secondments must have both a start date and an end date so both must be included on the ESR variation form.
- 9.3 Relevant information relating to the secondee to be communicated to the receiving manager; this may include electronic data or hard copies of information.
- 9.4 A clear line of communication to be maintained with the receiving manager – particularly in relation to any staffing matters
- 9.5 In the event of this role moving to a new manager, ensuring that all information relating to the secondment is handed over.
- 9.6 Keep in touch with any department members either on secondment or undertaking a development opportunity with another department or organisation and keep them informed of any changes to their substantive role, or within their department.
- 9.7 Prepare for return of secondee at end of secondment period

10. RESPONSIBILITIES OF RECEIVING MANAGER

- 10.1 Receiving manager must complete the ESR variation form forwarded by the substantive manager and forward onto the appropriate HR administrator for action.
- 10.2 To provide an appropriate induction and set baseline targets; review performance and carry out appraisals.
- 10.3 To maintain a clear line of communication with secondee (and their substantive manager).
- 10.4 In the event of this role moving to a new manager, ensuring that all information relating to the secondment is handed over.

11. CONTRACTUAL ARRANGEMENTS

- 11.1 In the case of internal secondments, secondees will receive written confirmation of the agreement which will act as a temporary variation to the substantive contract of employment. The secondment agreement is outlined at Appendix 1.
- 11.2 Any subsequent extension to the secondment will be confirmed in writing. Secondments must not be extended more than twice or last longer than eighteen months, whichever is the shortest.
- 11.3 In the case of external secondments, staff must obtain the agreement of their substantive line manager before applying for the secondment. During external secondments, secondees retain all Trust terms and conditions including continuous service rights and pension arrangements. In external secondments, a secondment agreement must be drawn up between the external (host) organisation and the

employing organisation on an individual case basis with assistance from the HR Team.

- 11.4 If appointed from an existing post, this will be managed via a temporary variation of contract; recorded on an ESR variation form, giving reason for secondment, any other contractual changes and stating an end date – when terms & conditions will revert to substantive contract.

12. PAYMENT

- 12.1 All secondees will be paid according to the package relevant to the seconded post, including revised base station for the purpose of travelling, etc.
- 12.2 Where the secondment attracts a higher pay band than the seconded employee's substantive role, part 2 of the NHS national terms and conditions will apply.
- 12.3 Where the Trust has asked an employee to undertake a role, due to the exigencies of the Trust, where this would result in less pay the seconded employee will retain their existing salary and associated allowances (unsocial hours/on-call).
- 12.4 Whilst undertaking development opportunities an individual will not receive any further remuneration.

13. INCREMENTAL DATES

- 13.1 Where temporary movement into a higher pay band results in one extra pay point, the employee's incremental date will remain the same (refer to NHS terms and conditions of employment)
- 13.2 Where temporary movement into a higher pay band results in more than one extra pay point, the employee's incremental date for the period becomes the date that the secondment began (refer to NHS terms and conditions of employment)
- 13.3 Where a secondment results in an employee moving into a role at the same or a lower band than their substantive role, their incremental date will remain the same.
- 13.4 On returning to their substantive post after a secondment, the staff member will be placed back in their substantive pay band on the point that they would have been on, had the secondment not occurred (ie, taking account of any incremental increases that they would have received) and their incremental date will remain in accordance with their substantive contract of employment.

14. APPEALS

- 14.1 Employees appealing against the decision of a substantive manager to refuse a secondment or the withdrawal of a secondment, have a single right of appeal. The appeal should clearly outline the employee's grounds for appeal and include any additional supporting information the employee wishes to be considered. It should be sent to the manager senior to the manager who made the original decision and HR will be consulted.

15. AUDIT & REVIEW

- 15.1 The Human Resources Directorate will maintain statistics of all staff secondments and monitor trends by disability, age, gender, race and sexual orientation.
- 15.2 The effectiveness of this policy will be monitored regularly by HR who will provide data on the use of the policy as and when required. Annual report will be provided to the Trust board at the end of each financial year. The results of the annual staff survey will also provide a valuable indicator of any problems.
- 15.2 In advance of the review date, the HR team will review and produce recommendations which will be shared via the recognised policy approval process (HR Policy Review Group) in time for the policy review date. An early review can be triggered by the Trust Board, HR or joint staff side if they have serious concerns about the policy or its implementation.

16. RELATED POLICIES

Recruitment Policy & Procedure



Model Secondment Agreement

Name:

Current Job Title:

Current Base: Incremental Date:

It is agreed that, with effect from [date], you, the above-named will be seconded to the position of [job title]. This secondment will expire on [date] and will only be extended following agreement between you and a Senior Manager of South Central Ambulance NHS Foundation Trust (SCAS). SCAS reserves the right to withdraw this secondment opportunity at any time during the secondment period

This appointment is a secondment because

- it is providing cover for [maternity/long-term absence/];
- it is a trial period for a new role;
- there is a temporary need for this position.

You will return to your substantive role [job title] and associated terms & conditions at the end of the secondment period.

For the period of the secondment, the purpose and objectives of the secondment are detailed in the attached job description and/or project brief.

*The role of [job title] has been evaluated at Band [salary band]. For the period of the secondment, therefore, you will be paid on Band [salary band], at spine point [salary point & £££] along with [£££] allowance(s). Your base will be:

*For the period of the secondment, you will retain your existing terms and conditions of employment and associated allowances.

**delete as appropriate.*

By signing below, you acknowledge receipt and understanding of the duties outlined in the job description and the terms of secondment as detailed above. With the exception of remuneration and any relevant change of base, all other terms and conditions of employment remain as detailed in your existing terms and conditions of employment, NHS staff handbook and associated policies and procedures.

You accept that, upon completion of this secondment, you will return to the contractual duties of your substantive post, as detailed in your existing contract of employment.

Seconded:..... Date:

Name (printed):.....

Substantive Line Manager:..... Date:

Name (printed):.....

Secondment Line Manager:..... Date:

Name (printed):.....



Model Agreement for Development Opportunities

Name:

Current Job Title:

Current Base: Incremental Date:

Section 1

It is agreed that, with effect from [date], you, the above-named, will undertake the position of [job title] as a development opportunity. This development opportunity will expire on [date] and is designed to assist you with skills enhancement, personal development and future career progression. For the period of this development opportunity, the general purpose and objectives of the full position are set out in the attached job description and person specification.

As this is a development opportunity, you will be expected to carry out some aspects of the job description with appropriate support and guidance. The extent to which you are required to be accountable for your own actions and those of others, to use your own initiative, to act independently and the discretion given you to take action will be adapted to take into account your development needs and requirement for additional management support.

Specific focus will be given to the following:

[Insert core duties – below are some examples for the role of Clinical Supervisor]

- Supported experience of working as part of the Clinical Supervision team;
- Supported experience of working as part of the Resource Centre Management team;
- Undertaking mentoring of clinical staff in a formal capacity and giving formal, structured and constructive feedback;
- Experience of working on the Clinical Supervisors' rota;
- Development of skills required for the Clinical Supervisor (to be discussed with Line Manager, on an individual basis, and recorded at section 2).

Section 2

The purpose of this section is to agree and record any specific development objectives (taking into account the position job description and the individual's formal appraisal objectives) for the period of the development opportunity.

Development Objectives	
1.	
2.	
3.	
4.	

For the period of the development opportunity, you will retain your existing terms and conditions of employment and associated allowances.

By signing below, you acknowledge receipt and agree that you understand the terms of this Development Opportunity, as detailed above. All other terms and conditions of employment will remain as detailed in your current contract of employment, and in the Trust's policies and procedures.

You accept that, at the end of this structured period of development or as required by the Trust according to the exigencies of the service, you will return to the contractual duties of your substantive post as detailed in your existing contract of employment.

Secondee:..... Date:

Name (printed):.....

Line Manager:..... Date:

Name (printed):.....

Substantive Line Manager:..... Date:

Name (printed):.....

Receiving Line Manager:..... Date:

Name (printed):.....

Equality Impact Assessment Form Section One – Screening

Name of Function, Policy or Strategy: Secondment Agreement

Officer completing assessment: Geraldine Shepherd

Telephone: 01869 365056

1. What is the main purpose of the strategy, function or policy?
To define secondment and explain application process and terms & conditions; manager's responsibilities.
2. List the main activities of the function or policy? (for strategies list the main policy areas)
What it means; how it's applied; terms & conditions; secondment agreement template
3. Who will be the main beneficiaries of the strategy/function/policy?
Any staff who wish to apply for a secondment; managers of the secondee (whether in substantive role or seconded one).
1. Use the table overleaf to indicate the following:- a. Where do you think that the strategy/function/policy could have an adverse impact on any equality group, i.e. it could disadvantage them? b. Where do you think that there could be a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relations within equality target groups?

		Positive Impact	Negative Impact	Reasons
GENDER	Women	Yes	N/A	Work-life balance – especially with reference to the care of children and elderly relatives. A chance for flexibility
	Men	N/A	N/A	
RACE	Asian or Asian British People	N/A	Yes	Language difficulties
	Black or Black British People	N/A	Yes	Language difficulties
	Chinese people and other people	N/A	Yes	Language difficulties
	People of Mixed Race	N/A	Yes	Language difficulties
	White people	N/A	Yes	Language difficulties
	Disabled People	N/A	Yes	Possible learning difficulties
	Lesbians, gay men and bisexuals	N/A	N/A	
	Transgender	N/A	N/A	
AGE	Older People (60+)	N/A	N/A	
	Younger People (17 to 25) and children	N/A	N/A	
	Faith Groups	N/A	N/A	
	Equal Opportunities and/or improved relations	N/A	N/A	Yes – ensuring that a fair and consistent process is followed for all Trust staff.

Notes:

Faith groups cover a wide range of groupings, the most common of which are Muslims, Buddhists, Jews, Christians, Sikhs and Hindus. Consider faith categories individually and collectively when considering positive and negative impacts.

The categories used in the race section refer to those used in the 2001 Census. Consideration should be given to the specific communities within the broad categories such as Bangladeshi people and to the needs of other communities that do not appear as separate categories in the Census, for example, Polish.

5. If you have indicated that there is a negative impact, is that impact:		
	Yes	No
Legal (it is not discriminatory under anti-discriminatory law)	<input type="checkbox"/>	X
Intended	<input type="checkbox"/>	X
Level of Impact	High	Low
	<input type="checkbox"/>	X
If the negative impact is possibly discriminatory and not intended and/or of high impact then please complete a thorough assessment after completing the rest of this form.		
6(a). Could you minimise or remove any negative impact that is of low significance? Explain how below:		
Clear, simple language used. Line managers support and guide their staff to understand what has been written in the policy and the impact/effect it would have on them.		
6(b). Could you improve the strategy, function or policy positive impact? Explain how below:		
By using clear and simple language.		
7. If there is no evidence that the strategy, function or policy promotes equality, equal opportunities or improves relations – could it be adopted so it does? How?		
N/A		

Please sign and date this form, keep one copy and send one copy to the Trust's Equality Lead.

Signed:

Name:

Date:

Equality Impact Assessment Form Section Two – Full Assessment

Name of Function, Policy or Strategy: Secondment Agreement

Officer completing assessment: Geraldine Shepherd

Telephone: 01869 365056

Part A

1. Looking back at section one of the EqIA, in what areas are there concerns that the strategy, policy or project could have a negative impact?

Gender

Race

Disability ✓

Sexuality/Transgender

Age

Faith

2. Summarise the likely negative impacts:-

..... Difficulties with understanding relating to language problems and/or learning disabilities

..... No perceived issues relating to other groups; actively addresses some

.....

.....

3. Using the table below, give a summary of what previous or planned consultation on this topic, policy, function or strategy has or will take place with groups or individuals from the equality target groups and what has this consultation noted about the likely negative impact?

Equality Target Groups	Summary of consultation planned or taken place
Gender	Standard consultation period for policy

Equality Target Groups	Summary of consultation planned or taken place
Race	Standard consultation period for policy
Disability	Standard consultation period for policy
Sexuality/Transsexuality	Standard consultation period for policy
Older People	Standard consultation period for policy
Younger People	Standard consultation period for policy
Faith	Standard consultation period for policy

4. What consultation has taken place or is planned with Trust staff including staff that have or will have direct experience of implementing the strategy, policy or function?

..... Standard consultation period for policy

.....

.....

5. Check that any research, reports, studies concerning the equality target groups and the likely impact have been used to plan the project and guide or indicate what research you intend to carry out:-

Equality Target Groups	Title/type of/details of research/report
Gender	
Race	
Disability	

Equality Target Groups	Title/type of/details of research/report
Sexuality/Transsexuality	
Older People	
Younger People	
Faith	

6. If there are gaps in your previous or planned consultation and research, are there any experts/relevant groups that can be contacted to get further views or evidence on the issues?

Yes (Please list them and explain how you will obtain their views)

.....

.....

.....

No

Part B

Complete this section when consultation and research has been carried out

- 7a. As a result of this assessment and available evidence collected, including consultation, state whether there will be a need to be any changes made/planned to the policy, strategy or function.
- 7b. As a result of this assessment and available evidence, is it important that the Trust commissions specific research on this issue or carries out monitoring/data collection?

(You may want to add this information directly on to the action plan at the end of this assessment form)

.....

.....

.....

.....

8. Will the changes planned ensure that negative impact is:

- Legal?
(not discriminatory, under anti-discriminatory legislation)
- Intended?
- Low impact?

9a. Have you set up a monitoring/evaluation/review process to check the successful implementation of the strategy, function or policy?

Yes No

9b. How will this monitoring/evaluation further assess the impact on the equality target groups/ensure that the strategy/policy/function is non-discriminatory?

Details:

.....

.....

.....

.....

Please complete the action plan overleaf, sign the EQIA, retain a copy and send a copy of the full EQIA and Action Plan to the Trust's Equality Lead.

Signed:

Name:

Date:

