

NHS Cheshire CCG

Staff Secondment Policy

NHS Cheshire CCG Attendance Management Policy
Effective from 03 July 2020

This version supersedes previous versions of policies published by NHS Cheshire CCG or the following former CCGs: NHS Eastern CCG, NHS South Cheshire CCG, NHS Vale Royal CCG and NHS West Cheshire CCG.

Applies to all employees of NHS Cheshire CCG

This document should be read in conjunction with:

- Management of Organisation Change Policy
- Equality & Diversity Policy

| Policy Revisions and Amendments | | |
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1. Introduction

Secondment offers employees career development opportunities and a chance to develop their skill base. NHS Cheshire Clinical Commissioning Group (herein known as the CCG) recognise the benefits of secondment to organisations in developing its workforce. A secondment should not be used as a tool to fill permanent vacancies. In the event of an employee having two or more roles within the CCG, one of which is on a seconded basis, this policy applies only to the seconded position for the period of the secondment.

This policy will be applied equally to all staff covered by the policy and in accordance with the CCG's Equality and Diversity Policy. The fair and equitable implementation of this policy will be monitored by the CCG HR Business Partner.

2. Purpose

The purpose of this Policy is to ensure secondments are managed effectively and that all staff on secondment are dealt with in an equitable and fair way.

3. Policy Statement

The overall aim of this Policy is to ensure that staff on internal and external secondments are treated fairly and consistently. This policy has been produced to assist both potential secondees and managers to understand their obligations in these circumstances.

The CCG cannot be held responsible for any arrangements made by another external body appointing to secondment posts.

4. Scope

Secondment applies to all staff who are employed on a permanent basis.

5. Definitions

- External Secondment – is a secondment to a post outside the management of the CCG.
- Internal Secondments – is a secondment to a post within the management of the CCG.
- Seconded – is the employee being seconded.
- Seconded's employer – is the organisation which employs the seconded prior and during the secondment.
- Host Organisation – is the external organisation to which the employee is seconded.

Within the terms of such a secondment the CCG would continue to be the 'employer' whilst the organisation to which the employee is seconded may be referred to in this document as the 'Host Organisation'.

6. Responsibilities

Manager Responsibilities are to:

- Seek advice from the CCG HR Business Partner prior to agreeing any secondment arrangements to ensure that appropriate arrangements are put in place.
- Advise the Finance Team of all secondments, both internal and external to the CCG so that appropriate recharge arrangements can be put in place.
- Liaise with the IT Department to suspend the secondee's email account and access to confidential / non-public CCG information for the duration of the secondment as appropriate.
- Complete ESR03 forms in a timely manner
- Maintain contact with the secondee on a regular basis to update them on any information that relates to their substantive post

Employee Responsibilities are to:

- Seek agreement with their line manager at the earliest available opportunity of any secondment opportunities, ideally prior to applying.
- Keep in regular contact with their manager at the CCG during their secondment.
- Undertake appropriate re-training, re-orientation or induction on return from Secondment

Finance Team Responsibilities **are to:**

- Ensure appropriate recharge arrangements are put in place for employees on secondment.

HR Business Partner Responsibilities **are to:**

- Ensure that this policy is applied consistently and fairly to those employees who apply for a secondment.
- Provide advice to managers and employees regarding the process involved in applying for a secondment.
- Keep a record of staff on secondment.
- Monitor the use and application of this policy and update the policy on a regular basis.

7. Benefits of Secondments

For the secondee:

- The opportunity of wider career and personal development
- Acquire valuable experience
- Able to test and apply specific skills in different organisational environments
- Gain new skills and experiences in challenging areas
- Develop wider networks

For the secondee's employer:

- Gain enhanced employee skills, team-working and cross functional communication
- Improve workforce morale and motivation

- Develop wider networks and contacts
- Build a reputation as a good employer

For the Host Organisation:

- Gain assistance with projects
- Get an external perspective
- Develop closer links with other departments / organisations

8. When to Offer a Secondment

Secondments may be offered in the following circumstances:

- Time Limited Projects
- Maternity Leave
- Planned Sick Leave
- Career Break
- Impending organisational change when it is inappropriate to recruit to a permanent post
- For identified individual development

Secondments should not be used to cover permanent vacancies.

9. Key Principles

It should be noted that there is no change of employment with an external secondment and continuity of employment and existing terms and conditions are retained by the employee.

A secondment should be for a minimum of 3 months and a maximum of 24 months subject to review by the substantive CCG Director with involvement from the relevant HR Business Partner.

The secondee will continue to be paid by their employer for the duration of the secondment. Arrangements for reimbursement / recharge to the Host Organisation will be confirmed before the secondment takes place. The details will be included in the secondment agreement that is signed by the secondee, the secondee's employer and the Host Organisation.

If the secondment post is within the same pay band as the substantive post of the secondee, there will be no increase in pay. If the secondment post is in a higher pay band, pay will be set in line with Agenda for Change terms and conditions. Secondments to non NHS organisations may lead to staff being paid ad hoc salaries to reflect the Host Organisations pay structures.

The secondee should submit expenses, for example, travel expenses via the secondee's employer's procedures who will seek re-imburement from the Host Organisation. Expenses should be authorised in line with the Host Organisation and the authorisation process of the secondee's employer.

Any equipment such as laptops, mobile phones etc remain the property of the secondee's employer (not the employee) and as such remain with the employer. It is the responsibility of

the Host Organisation to provide any equipment the secondee may need to carry out their secondment.

10. Recruiting to Secondments

Managers must ensure that there is a clear business need with specific outcomes identified.

Care needs to be taken to ensure equality of opportunity for all potential applicants. This applies particularly where there is a promotional secondment or the secondment is likely to be for a long duration.

Recruiting managers should produce a job description and person specification and seek approval for the secondment post via current vacancy management / approval processes. The recruitment and interview process should be no different to any other form of recruitment.

All posts must be advertised via the NHS Jobs website.

Recruiting Managers may limit recruitment to “internal only” or to applications from a specific department where continuity of supervision / service delivery, specialist skills or management are considered essential. This can be specified when advertising posts on the NHS Jobs website.

Secondments should not be used as probationary periods.

11. Employees applying for a Secondment

11.1 Guidelines for Managers

Employees should approach their manager indicating that they have applied or wish to apply for an internal or external secondment (See Guidelines for Secondees).

There is no explicit obligation on the manager to release an individual but proper consideration should be given to such a request particularly when any combination of the following circumstances apply:

- The secondment offers an opportunity for the individual to satisfy one of their PDP elements and may provide internal secondment opportunities for remaining staff, allowing them to develop.
- The secondment will benefit the CCG by enabling the potential secondee to return at the end of their secondment with, for example, wider experience, the benefit of having held a more responsible role, or having gained specialised experience which fits in with CCG objectives
- The secondment offers an opportunity for an ‘at risk’ employee.

A refusal to allow an individual to take up a secondment opportunity should be carefully considered and potential long term benefits to the CCG should not be overlooked. The employee should be given a full opportunity to explain why they regard the secondment as

appropriate before a decision is made. An explanation should be given to the employee if a request is turned down.

A request to extend an existing secondment should be considered in a similar way. It may also be useful for the employee's manager to discuss such a request with the Host Organisation to understand fully the purpose, length and potential advantages of the extension.

Agreement to extend a secondment must be authorised by the appropriate Director.

The provision of cover for any seconded employee must be organised in accordance with CCG policies.

11.2 Guidelines for Secondees

Potential secondees should ensure that they advise their manager of their interest in a secondment opportunity at an appropriate stage of the recruitment process. Some secondments state that this must occur before an application is made. This differs from the normal recruitment process where there is no such obligation, as the secondee will normally be expecting to retain the right to return to their substantive position.

The potential secondee should always advise their manager, at the earliest opportunity, on being informed that they have been shortlisted for interview. This will allow for the manager and employee to discuss how the secondment fits in with the individual's PDP and the potential benefits to both the employer and the individual.

There is no automatic entitlement to be released for a secondment.

Staff have the right for such a request to be seriously and positively considered and where their request is rejected, that proper reasons are given.

The initiative for an individual to be seconded may come from management. In such circumstances the individual should always have the right to reject such a proposal without suffering any detriment which is directly the result of having refused such an opportunity.

An employee may use the Grievance Procedure if they feel that they have been treated unfairly.

12. Communication

Three way communication between the secondee, the Host Organisation and the employer is encouraged to ensure that there is a proper understanding of the purpose and arrangements applying to the secondment.

The secondee can assist in establishing good communication between the Host Organisation and the employer by providing named contacts in each organisation who can liaise on detailed arrangements. However, it will remain the responsibility of the Host Organisation and the CCG to ensure that financial and other necessary arrangements are properly made.

The secondment arrangements will be confirmed in writing between the secondee the secondee's employer and the host CCG. This should take the form of a Secondment Agreement, (appendix 1).

Good communication between all parties will ensure that towards the end of the secondment, the secondee has the opportunity to discuss their return to the employing organisation or any other alternatives with their manager.

Employees should remain in regular contact with their line manager in the employer organisation

The secondee should be informed of and consulted about any organisational change that takes place within the secondee's employing CCG during the period of the secondment.

13. Returning following secondments

Staff should return to their substantive post or a post of similar status following their secondment. In the event that this may not be possible e.g. as a result of organisational change the secondee has the right to be treated as if they were working in their substantive post and will be consulted with at the time of the change in line with any Managing Organisational Change Policy that may be in place.

Appropriate arrangements should be put in place for staff returning from secondments in line with the Induction Policy.

14. Monitoring and Review

The HR Business Partner will;

- Have responsibility to monitor the effectiveness of this policy on a regular basis.
- Make recommendations to the Governing Body.
- Have overall responsibility for monitoring the delivery of this policy

Appendix 1 - Secondment Agreement

This agreement is issued as a supplement to an existing contract of employment and sets out the terms and conditions on which the secondment is based. It should be read in conjunction with the existing terms and conditions of employment.

Name: [Name of Secondee]
Name of the Secondee's employer: [CCG and Department seconded from]
Title of Secondment Post: [Title of secondment post]
Host Organisation: [Department/organisation offering the secondment]
Accountable manager in the Host Organisation: [Manager responsible for the secondment]
Professionally accountable in The Host Organisation: [As applicable]

1. Period of secondment:

This secondment commences on [date] for a period of XX months until [date] [This should be for a period of between 3 and 24 months].

Upon the expiry of the secondment you will return to your employer on your substantive terms and conditions of employment.

If there is to be an amendment to the duration of the secondment then this must be discussed with all parties concerned as early as possible so that suitable arrangements can be made.

The secondee's manager, the secondee and the Host Organisation need to formally agree the overall objectives from the outset. These should be attached to this agreement.

The Host Organisation will provide the secondee with support through supervision and mentoring / coaching. If mutually agreed, a mentor should be identified to support the development process and help increase learning.

The Host Organisation will ensure appropriate induction arrangements are in place at the commencement of the secondment.

2. Hours of Work

Whilst on secondment your normal hours of work will be XX hours per week (excluding meal breaks) [the full standard hours for this post are XX]. The Host Organisation reserves the right to vary these hours following consultation.

3. Duties and Location

You will normally be based in [Location]

In addition to your normal duties during the secondment, you may be required to undertake various other duties within your competence beyond the confines of your

normal role.

4. Remuneration

Your salary during the period of secondment will be £XXX per annum, paid by your employer and reimbursed by the Host Organisation. Your pay review date and the basis for that review will be as per your substantive contract with the employer unless otherwise agreed.

5. Annual Leave

Whilst on secondment all annual leave must be agreed with your employing manager and confirmed with the Host Organisation. Your annual leave entitlement will be as per your contract of employment.

Whilst on secondment the public holidays recognised by the Host Organisation will apply and your entitlement to paid public holidays will be as per your contract of employment.

6. Notice Period

In the event you decide to resign from your substantive employment during the period of the secondment you will be required to give the period of notice as detailed in your contract of employment.

7. Pension

Membership of the NHS Pension Scheme is not affected by this secondment and contributions will continue to be deducted from your salary in accordance with the normal rules of membership.

8. Sickness or Other Absence

For the duration of the secondment you will be expected to comply with the Host Organisation's local sickness absence reporting arrangements. However, the employer's Attendance Management and other policies will apply.

9. Discipline

In the event that an issue arises that needs to be dealt with under the disciplinary policy, the employer's policy and procedure will apply.

10. Grievance Procedure

In the event that an issue arises that needs to be dealt with under the Grievance and Disputes Procedure, you should raise this with your manager in the Host Organisation. If the grievance cannot be resolved informally the employer's Grievance and Disputes Procedure will apply.

11. Personal and Professional Development

It is agreed that you will take responsibility for your continuing professional development whilst on secondment to ensure you maintain a high standard of professional competence and conduct, taking into account the recommendations of your professional association. The Host Organisation will support your continuing development with your Manager, who will advise on support available.

In addition to any mandatory/statutory training, you will be expected to undertake training and development activities either deemed by the Host Organisation to be necessary for the discharge of your duties whilst on secondment and/or as identified in your personal

development plan.

12. Professional Registration

For posts that require you to hold a professional registration and your employment is conditional upon you being registered with your professional association, your employer and Host Organisation will require periodic proof of your continued registration. Failure to maintain registration may lead to dismissal, subject to the employer's Disciplinary Policy.

13. Health and Safety

You have a duty under Health and Safety legislation to take reasonable care in relation to the health and safety of yourself and others who may be affected by your actions or behaviours.

Whilst on secondment, you must familiarise yourself with the Host Organisation's Health and Safety at Work General Statement and associated policies and procedures applicable to the Host Organisation and to your area of work. In addition you have a responsibility to co-operate with the Host Organisation's management and others in meeting statutory requirements.

For the duration of the secondment you will be required to adhere to the Host Organisation's policy on smoking on their premises.

Neither the CCG nor the Host Organisation accepts any responsibility for damage to or loss of your personal property whilst at work or elsewhere. You are, therefore, recommended to consider insuring your own property.

14. Confidentiality

During the course of your secondment you may find yourself in possession of information relating to patients, clients, staff or the working of the Host Organisation, the disclosure of which could be construed as a breach of confidentiality.

Any such breach of confidentiality will normally be considered a serious disciplinary offence, which could result in dismissal.

15. Standards of Business Conduct

Staff Identification System

You will be required to comply with the Host Organisation's procedures in respect of uniform/dress.

Personal Appearance

You will be required to comply with the Host Organisation's policy/codes in respect of uniform and dress.

16. NHS Indemnity – Clinical Negligence

During your period of secondment the Host Organisation takes direct responsibility for costs and damages arising from clinical negligence where the Host Organisation is vicariously liable for the acts and omissions of its staff. As Indemnity does not cover any private work or 'good Samaritan' acts you are advised to ensure you have professional liability cover before undertaking any such work. Indemnity does not apply to actions of an unprofessional or potentially criminal nature.

Signed: _____
(on behalf of the Employing Organisation)

Date: _____

Print Name: _____

Designation: _____

Signed: _____
(on behalf of the Host)

Date: _____

Print Name: _____

Designation: _____

I confirm I have received a copy of this document and agree to being seconded on the terms and conditions specified.

Signed: _____
(Secundee)

Date: _____

Print Name: _____

Governance:

Governance backpage:

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