

## Secondment Policy

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<b>Status</b>	LIVE		
<b>Target Audience-</b> who does the document apply to and who should be using it.	All employees directly employed by the Trust), whether permanent, part-time or temporary (including fixed-term contract). It applies equally to all others working for the Trust, including private-sector, voluntary-sector, bank, agency, locum, and Secondees. For simplicity, they are referred to as 'employees' throughout this policy		
<b>Accountable Director</b>	Director of Human Resource (HR)		
<b>Author/originator</b> – Any Comments on this document should be addressed to the author	Human Resources		
<b>Division and Department</b>	Corporate - HR		
<b>Implementation Lead</b>	Human Resource		
<b>If developed in partnership with another agency ratification details of the relevant agency</b>	N/A		

### Equality Impact

Great Western Hospitals NHS Foundation Trust strives to ensure equality of opportunity for all service users, local people and the workforce. As an employer and a provider of health care, the Trust aims to ensure that none are placed at a disadvantage as a result of its policies and procedures. This document has therefore been equality impact assessed in line with current legislation to ensure fairness and consistency for all those covered by it regardless of their individuality. This means all our services are accessible, appropriate and sensitive to the needs of the individual.

### Special Cases

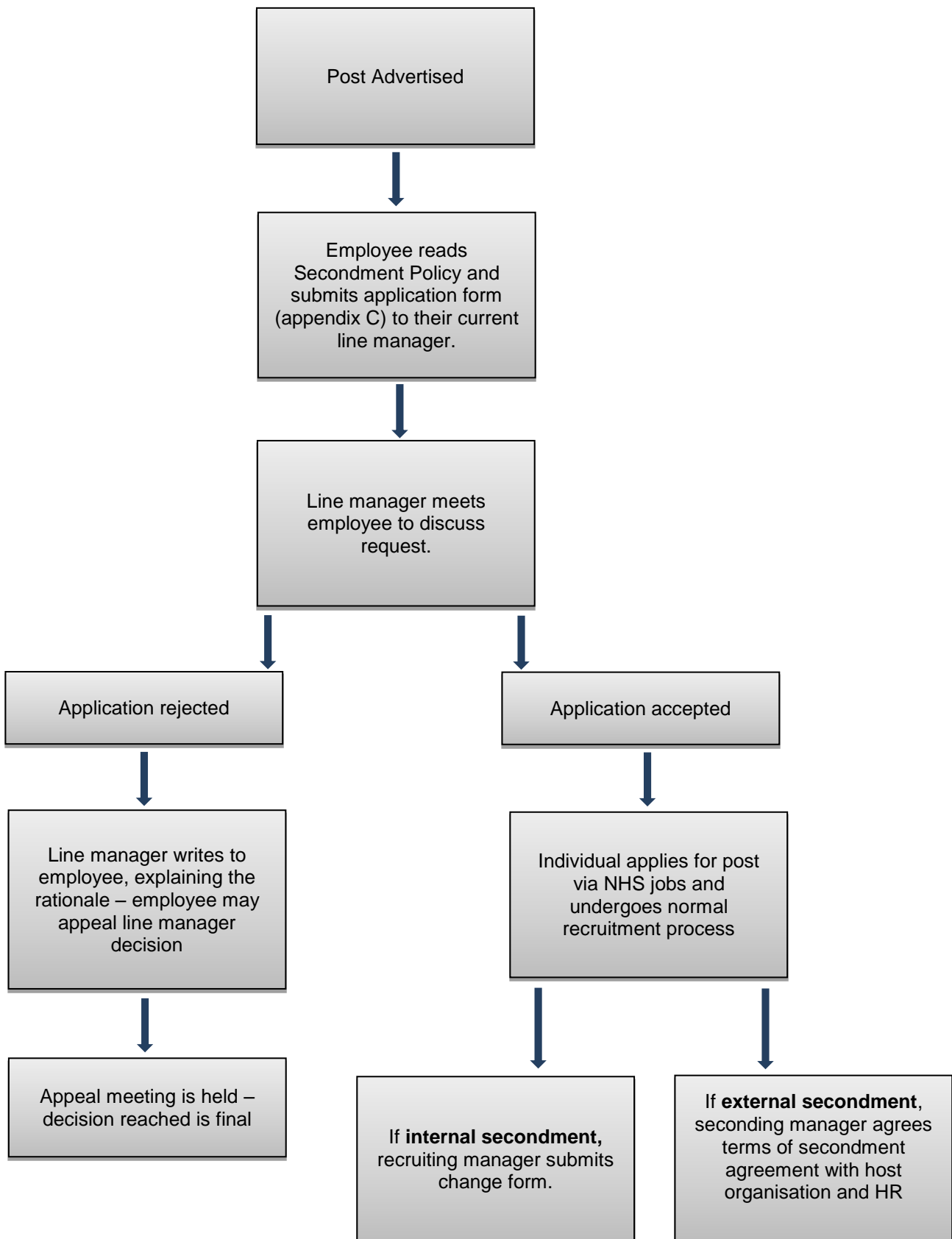
There are no special cases in relation to this policy.

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# 1 Instant Information – Secondment Flow Chart



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## 2 Document Details

### 2.1 Introduction and Purpose of the Document

The Trust is committed to supporting the development of employees by enabling them to gain an insight into other departments within the Trust and other associated external organisations. One way this can be achieved is through releasing employees to undertake a secondment opportunity. Internal secondments can also address a short-term need to cover a post.

This policy provides guidance to line managers handling secondment requests and to individuals interested in undertaking a seconded role. Any templates referenced in this policy are available on the Human Resources (HR) intranet page under the Recruitment Toolkit.

This policy provides guidance on three types of secondment:

1. Internal secondment within the Trust
2. External secondment of a Trust employee to an outside organisation
3. Receiving secondment of an external individual into the Trust

Unless stated otherwise, all advice and guidance contained within this policy relates to secondment types 1 and 2.

### 2.2 Glossary/Definitions

The “**Secondee**” is the individual being seconded; the “**Seconding Manager**” is the original manager prior to the secondment, whilst the “**Host Manager/Organisation**” is the Manager/Organisation receiving the temporary services of the secondee. A **Secondment Agreement** is a tripartite document used to formalise the terms of an external secondment.

The following terms and acronyms are used within the document:

<b>ACAS</b>	Advisory, Conciliation and Arbitration Service
<b>HR</b>	Human Resources
<b>NHS</b>	National Health Service
<b>OH</b>	Occupational Health
<b>STAR</b>	Service, Team Work, Ambition, Respect

## 3 Main Policy Content Details

Employees should ensure that they adhere to the requirements outlined in this policy for requesting a secondment, whilst line managers should consider each request for a secondment fairly and consistently taking into account the needs of the service.

If an employee feels their manager did not consider their request fairly or consistently, they should raise this with their manager, and if unresolved their line manager’s manager, as soon as possible. An employee has the right to appeal a decision to deny access to a secondment opportunity and may do so in accordance with section 3.5.5 below.

### 3.1 Secondment Policy

The term secondment is used to describe a process where employees transfer from their established substantive post to engage in a different role for a limited period of time. A secondment offers the chance to enhance skills and experience, whilst employees on secondment with another organisation are expected to return with information and insights that will help with partnership working.

Secondments should be for a defined period of not less than three months and not more than two years. The seconding manager should review the secondment on a regular basis and keep in contact with the employee.

A review should be undertaken by the host manager at least one month prior to the end of the secondment to decide if an extension is necessary, or, if there is a long term need for the post and substantive recruitment is required. Where there is an intention to extend the secondment the host manager must liaise with the seconding manager, to confirm that the on-going release of the secondee is still viable.

A secondment position allows an individual to return to their substantive post and all continuous service is protected. If an individual decides to take a fixed term post outside of the Trust because a secondment is not possible this will be considered as a resignation from the Trust. In this situation the employee will have no right of return to their previous substantive post.

All secondment opportunities should be advertised in line with the Trust's recruitment process through National Health Service (NHS) jobs. Where the secondment opportunity requires very specific knowledge and skills which would limit the possible candidates to a small group, or exceptionally to an individual, an informal expression of interest process may be used.

The appointed candidate/s will be issued with an offer letter and change note which should be completed by the recruiting manager. The HR department can be contacted for advice on recruitment processes to fill a secondment. A secondment cannot be made permanent without further advertisement of the post in line with employment legislation. Please refer to the Trusts Fixed Term Contract Policy.

All secondment requests, including any appeals will be considered and decided upon within 28 days of receipt of the completed request. All requests will be considered in the order that they are received. Each case will be considered on its merits taking into account the service needs.

If an organisational change takes place during the secondment period the secondee will be consulted, as applicable, in line with Trust policy and procedures.

### 3.2 Internal Secondment

If an employee wishes to apply for a temporary opportunity (e.g. a post that is advertised as a fixed term post) they may request a secondment, as per section 3.5 of this policy. If the secondment request is declined, the employee may resign and undertake a fixed term contract. It is recommended that the employee seeks advice and fully understands the implications of giving up a permanent role.

### 3.3 External Secondment

An external secondment can be an excellent way for a Trust employee to gain fresh insight, return with new skills and develop relationships with partner organisations. A secondment agreement (Appendix D) will need to be established that formalises the terms of the secondment, which as substantive employer the Trust will be responsible for developing.

An application for external secondment should be submitted in accordance with section 3.5 of this policy. Please also refer to the guidance in managing external secondments which can be found under the HR intranet page.

### 3.4 Hosting a Secondees from an outside Organisation

Where Great Western Hospitals NHS Foundation Trust receives a secondee from an external or partner organisation, a tripartite agreement signed by the secondee, the originating employer and the

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Trust will need to be in place. The responsibility for generating this agreement will usually sit with the originating employer; however the GWH Host Manager must review these terms and liaise with HR to ensure these terms are acceptable to the Trust. In addition, the GWH Host Manager must ensure an honorary contract is in place for the individual and should liaise with the Recruitment Team to ensure safer recruitment assurance has been gained prior to the arrangement taking effect.

The GWH Host Manager must be careful not to treat the secondee as an 'employee' and will act in line with the arrangements set out in the secondment agreement.

### 3.5 Application Process for Applying for a Secondment

#### 3.5.1 Eligibility

Employees must have at least one year's qualifying service with the Trust prior to applying for a secondment. Whilst all secondment requests will be viewed on their merits, it is unlikely that more than one secondment, per individual, will be granted in any two year period.

Fixed term employees are contracted to undertake a specific project or to cover another employee's absence. Therefore, it will not normally be possible to approve a secondment during the duration of a fixed term contract. If a fixed term employee is successful in securing a secondment opportunity, however, the post will be offered on the basis of a new fixed term contract and there will be no right of return to the initial fixed term appointment.

Where an employee applying for a secondment is subject to a live disciplinary, performance or capability (ill health) warning, or where the requirements of their last appraisal have not been met, this may mean that the secondment request is turned down.

#### 3.5.2 Application Process

An employee wishing to undertake a secondment must submit an application form (Appendix C) and submit this to their line manager for consideration. The application form must include:

- The employees start date with the Trust
- Details of the secondment post they are applying for including the length of the secondment
- The reason for requesting a secondment and considering their current role, the benefits to the Trust

Should an application form be submitted that is incomplete, this will be returned to the employee to review and re-submit, delaying the 28 day period for the outcome of the secondment application.

If the request can be accommodated the employee will be notified in writing, usually within 14 calendar days. Whilst it is good practice for the requesting individual and line manager to meet and discuss the application, this will not always be necessary and so the line manager should apply judgement under the circumstances.

If a meeting is deemed necessary, the manager should arrange this within 14 days of the request being received. Should the secondment request be declined, the individual will be notified in writing within seven calendar days of the meeting and will be provided with the reasons for the request being declined.

An application meeting is an informal meeting, however, the Trust will allow employees to bring a workplace companion, trade union representative or an official employed by a trade union and certified as being competent to accompany a worker. Should the employee wish to be accompanied at their application meeting then a HR representative may also attend the meeting.

### 3.5.3 Dealing with Secondment Requests

The Trust will handle all secondment requests in a reasonable manner. The manager should contact their HR and recruitment representative to ensure the correct paperwork is completed. In reviewing secondment requests the following (non-exhaustive) criteria will usually be taken into account when making a decision:

- The development needs and benefits to the individual
- The benefits to the department
- The effect granting the secondment would have on the department and service delivery
- Operational viability including the complexity of tasks undertaken and the ability to re-distribute work
- The impact on other employee's workload
- The ability to replace the vacated role and level of supervisory burden/disruption to continuity
- The cost impact of any new arrangement.

### 3.5.4 The Right to Refuse

A line manager may refuse a secondment request if they consider that one or more of the following grounds apply:

- The employee applying for a secondment must be aware that if they are subject to any current disciplinary action, performance management or formal sickness absence management, this may be taken into consideration at an employee's application meeting.
- The burden of any additional costs is unacceptable to the Trust.
- The change will have a detrimental impact on quality.
- The change will have a detrimental effect on the ability to meet service needs.
- Inability to reorganise work among existing employees.
- Inability to recruit additional employees.
- Detrimental impact on performance.
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes where the flexible working may not fit with these plans.

### 3.5.5 Appeal Process

- An employee has the right to appeal against the outcome of their secondment request. Appeals should be made in writing to the HR representative for the employee's Division, no later than seven calendar days from the date of receipt of the letter confirming the outcome of the decision.
- Any appeal must explain the grounds for doing so, which must be either that there is new information that was not available at the time the original decision was made, or the employee thinks the request was not handled reasonably in line with the policy.
- An appropriate manager will be appointed to hear the appeal and the employee will be invited to attend an appeal meeting without unreasonable delay, usually within seven calendar days.
- The appeal manager may request the original manager to attend the appeal meeting as a witness to ensure rationale of the original decision is clear.
- The employee should be informed of the appeal decision in writing and the decision of the appeal meeting will be final.

## 3.6 Employment Conditions whilst on Secondment

### 3.6.1 Pay Arrangements

Where the Trust accepts an external secondee, their originating employer will usually continue to pay their salary, and the Trust will be invoiced for costs.

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Pay arrangements, including expenses, will be detailed to both internal and external secondees prior to commencement through a change note and a Secondment Agreement.

### 3.6.2 Keeping in Touch

Line managers must keep in touch with their employees on secondments in order to make them aware of team updates and changes within their substantive area of work.

In addition, the manager will regularly liaise with the host organisation/department to monitor any annual/special leave and/or sickness absence taken.

### 3.6.3 Sickness Absence, Annual Leave and Public Holidays

For external secondments, the seconding manager is required to complete all normal Trust returns regarding absence and must make appropriate arrangements to obtain information from the host organisation. For internal secondments, the receiving (host) manager will report all absences during the course of the secondment.

Entitlement to annual leave and public holidays will be retained. Any variations must be detailed within the Secondment Agreement.

### 3.6.4 Employee Conduct and Capability

Any concerns regarding conduct, capability or attendance will be dealt with by the host manager, in conjunction with the seconding manager where relevant, in accordance with Trust policies and procedures. Serious concerns may trigger the early termination of a secondment.

### 3.6.5 Employee Dissatisfaction

If the secondee has a concern relating to the secondment they should communicate this initially to the host manager. If the host manager is unable to resolve it informally, the individual should liaise with their seconding manager.

### 3.6.6 Returning from Secondment

On completion (or termination) of the secondment period the employee will return to the Trust to take up their original post on the same terms and conditions enjoyed prior to the secondment. The right to return means that the terms and conditions of work are no less favourable than those that would have been applied if the employee had not been on secondment and with the same level of seniority, pension rights and other similar rights, if they return within one year. If secondments last longer than one year an employee has a right to return to a role as similar as possible to the role they held prior to their secondment.

The seconding manager and the secondee must make arrangements to meet one month prior to the end of the secondment period in order to discuss the arrangements for their return so that any requirements can be prepared in advance.

On the date of their return a further meeting must be held between the originating manager and their employee to evaluate the success of the secondment period with regard to the knowledge and skills learnt.

### 3.6.7 Notice

For an external secondment, a period of notice will be stipulated in the secondment agreement, should there be a need for early termination. The notice period for an internal secondment will be as per the employee's contract of employment for their substantive role.



### 3.6.8 Terminating a Secondment

All parties have the ability to end the secondment prematurely, subject to the notice provisions above, if the secondment arrangement falls short of expectations. This will usually be for one of the following reasons:

- Employee conduct.
- Employee capability.
- Employee dis-satisfaction.
- Early completion of work/assigned project.
- Severe operational difficulties for seconding employer leading to early recall of secondee.

## 4 Protected Characteristics Provisions

This policy does not have an adverse in respect of any of the protected characteristics, as detailed within appendix A & B.

## 5 Duties and Responsibilities of Individuals and Groups

### 5.1 Chief Executive

The Chief Executive is ultimately responsible for the implementation of this document.

### 5.2 Ward Managers, Matrons and Managers for Non Clinical Services

All Ward Managers, Matrons and Managers for Non Clinical Services must ensure that employees within their area are aware of this document; able to implement the document and that any superseded documents are destroyed.

Managers will:

- Be a role model of the Trusts STAR values at all times.
- Consider all fairness at work concerns fairly and consistently.
- Ensure an approachable and open culture is promoted.
- Have open and honest discussions with employees.
- Recognise that employees may find being managed under this policy stressful and ensure it is applied fairly with empathy, compassion and respect for individual circumstances.
- Ensure employees understand their rights under this policy.
- Ensure appropriate support is offered to employees when applying this policy.

### 5.3 Employees

Employees will;

- Be a role model of the Trusts STAR values at all times.
- Deliver patient care to a high standard raising any issues preventing this to the appropriate person in a timely manner.
- Represent the Trust appropriately and ensure that a professional approach is taken with patients and colleagues at all times.
- Proactively engage with any support identified through Occupational Health
- Provide truthful information
- Take all reasonable steps to attend meetings that they are invited to either informally or formally.

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### 5.3 Human Resources

Human Resources will:

- Provide guidance and advice to employees at all levels within the Trust.
- Ensure this policy is applied in a fair and consistent manner.
- Review the effectiveness of the policy and procedures.
- Provide solutions focused advice taking into account relevant employment legislation.
- Where appropriate ensure meetings under this policy are conducted without unreasonable delay.
- Support employees to deliver patient care which is underpinned by the Trusts STAR values.
- Provide training and coaching to managers who may be required to use this policy.
- Ensure employees are able to access a confidential counselling service through Staff Support
- Ensure this policy is accessible to all employees.

### 5.4 Occupational Health

Occupational Health will:

- Advise employees and managers on any appropriate adjustments in the workplace to support conduct including; rehabilitation, redeployment, retraining, changes to role or working pattern, in order to enable line management to make appropriate decisions.
- Offer all employees an appointment within six working days of receipt of the referral.
- Send the employee a copy of the Occupational Health report within 48 hours of them attending their appointment with the employee's agreement the manager will also receive the report within 48 hours of the appointment.
- Offer all employees an appointment within six working days of receipt of a management referral.
- Submit to all individuals named on a referral a report within 48 hours of an appointment.
- Provide quality reports in response to all questions submitted in management referrals.

### 5.4 Trade Union

Trade Unions will:

- Provide support and guidance to employees.
- Represent the employee.
- Work in partnership with the Trust to support an open and honest culture.
- Support the review of the effectiveness of the policy.

### 5.5 Document Author and Document Implementation Lead

The document Author and the document Implementation Lead are responsible for identifying the need for a change in this document as a result of becoming aware of changes in practice, changes to statutory requirements, revised professional or clinical standards and local/national directives, and resubmitting the document for approval and republication if changes are required.

### 5.6 Target Audience – As indicated on the Cover Page of this Document

The target audience has the responsibility to ensure their compliance with this document by:

- Ensuring any training required is attended and kept up to date.
- Ensuring any competencies required are maintained.

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- Co-operating with the development and implementation of policies as part of their normal duties and responsibilities.

## 6 Monitoring Compliance and Effectiveness of Implementation

The arrangements for monitoring compliance are outlined in the table below: -

Measurable policy objectives	Monitoring / audit method	Monitoring responsibility (individual / group /committee)	Frequency of monitoring	Reporting arrangements (committee / group to which monitoring results are presented)	What action will be taken if gaps are identified?
To ensure that appropriate internal / external secondment agreements are in place  Audit of a selection of secondment requests to ensure correct completion.	Monitor the levels of secondment requests for divisions and departments, Evidence of secondment opportunities discussed in appraisal, completion of change notes for payroll and secondment agreements issued by recruitment	Employee Services (Payroll & Recruitment)	As part of regular audit.  Monthly divisional meeting including 1-2-1 with Matrons and Department managers	Divisional Board/Divisional Performance/Departmental Performance, as an exception as required.	Where employees are noted on secondment with no secondment agreements in place, this will be rectified and reported through to HR.

## 7 Review Date, Arrangements and Other Document Details

### 7.1 Review Date

This document will be fully reviewed every three years in accordance with the Trust's agreed process for reviewing Trust-wide documents. Changes in practice, to statutory requirements, revised professional or clinical standards and/or local/national directives are to be made as and when the change is identified.

### 7.2 Regulatory Position

This document is written in line with relevant employment legislation e.g.

- Equality Act 2010 (Ref 1).
- Advisory, Conciliation, and Arbitration (ACAS) guidance (Ref 3).

### 7.3 References, Further Reading and Links to Other Policies

The following is a list of other policies, procedural documents or guidance documents (internal or external) which employees should refer to for further details:

Ref. No.	Document Title	Document Location
1	Equality Act 2010	<a href="http://www.legislation.gov.uk">www.legislation.gov.uk</a>
2	Grievance Resolution Policy	Intranet
3	ACAS Guidance	<a href="http://www.acas.org.uk">www.acas.org.uk</a>
4	Guidance for managing external secondments	T drive
5	Fixed Term Contract Policy	T drive
6	Recruitment & Selection Policy	T drive
7	Conduct Management Policy	T drive
8	Performance Management Policy	T drive
9	Absence Management (Sickness) Policy	T drive
10	Equality and Diversity Strategy	T drive
11	NHS Jobs	<a href="https://www.jobs.nhs.uk">https://www.jobs.nhs.uk</a>

#### 7.4 Consultation Process

The following is a list of roles consulted in the formulation, and in advance of the ratification, of this policy.

Job Title / Department	Date Consulted/ Agreed Document Contents
Line Managers	10/8/18
Divisional Manager	10/8/18
Human Resources Department; Recruitment, Medical Workforce representative and the Head of Payroll	10/8/18
Swindon Community Health Services Employee	10/8/18
End User	10/8/18

## Appendix A – Equality Impact Assessment

# Equality Impact Assessment

### Are we Treating Everyone Equally?

Define the document. What is the document about? What outcomes are expected?

Consider if your document/proposal affects any persons (Patients, Employees, Carers, Visitors, Volunteers and Members) with protected characteristics? Back up your considerations by local or national data, service information, audits, complaints and compliments, Friends & Family Test results, Staff Survey, etc.

If an adverse impact is identified what can be done to change this? Are there any barriers? Focus on outcomes and improvements. Plan and create actions that will mitigate against any identified inequalities.

If the document upon assessment is identified as having a positive impact, how can this be shared to maximise the benefits universally?

### Our Vision

Working together with our partners in health and social care, we will deliver accessible, personalised and integrated services for local people whether at home, in the community or in hospital empowering people to lead independent and healthier lives.



### Trust Equality and Diversity Objectives

Better health outcomes for all	Improved patient access & experience	Empowered engaged & included staff	Inclusive leadership at all levels
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## Appendix B – Quality Impact Assessment Tool

<b>Purpose</b> - To assess the impact of individual policies and procedural documents on the quality of care provided to patients by the Trust both in acute settings and in the community.	
<b>Process</b> -The impact assessment is to be completed by the document author. In the case of clinical policies and documents, this should be in consultation with Clinical Leads and other relevant clinician representatives. Risks identified from the quality impact assessment must be specified on this form and the reasons for acceptance of those risks or mitigation measures explained.	
<b>Monitoring the Level of Risk</b> - The mitigating actions and level of risk should be monitored by the author of the policy or procedural document or such other specified person. High Risks must be reported to the relevant Executive Lead.	
<b>Impact Assessment</b> Please explain or describe as applicable.	
1.	Consider the impact that your document will have on our ability to deliver high quality care. The Policy provides a guidance framework for the Trust to process and review requests for secondments.
2.	The impact might be positive (an improvement) or negative (a risk to our ability to deliver high quality care). The Policy should have a positive impact on care as a result of the flexible workforce solutions that secondments offer.
3.	Consider the overall service - for example: compromise in one area may be mitigated by higher standard of care overall. Services will only be compromised where a secondment is granted that overly stretches remaining resource. For this reason, a request/authorisation process and HR advice exists to ensure a reasonable balance is found.
4.	Where you identify a risk, you must include identify the mitigating actions you will put in place. Specify who the lead for this risk is. HR support is available to managers, whilst approval, secondment agreement and policy documents are robust.
<b>Impact on Clinical Effectiveness &amp; Patient Safety</b>	
5.	Describe the impact of the document on clinical effectiveness. Consider issues such as our ability to deliver safe care; our ability to deliver effective care; and our ability to prevent avoidable harm. This Policy provides a clear framework for secondment requests, ensuring workforce availability and skill mix is matched with patient/service needs.
<b>Impact on Patient &amp; Carer Experience</b>	
6.	Describe the impact of the policy or procedural document on patient / carer experience. Consider issues such as our ability to treat patients with dignity and respect; our ability to deliver an efficient service; our ability to deliver personalised care; and our ability to care for patients in an appropriate physical environment. This Policy provides a clear framework for secondment requests, ensuring workforce availability and skill mix is matched with patient/service needs.
<b>Impact on Inequalities</b>	
7.	Describe the impact of the document on inequalities in our community. Consider whether the document will have a differential impact on certain groups of patients (such as those with a hearing impairment or those where English is not their first language). This policy is in line with the Trust's overarching approach to workforce diversity, whilst recruitment procedures allow for equity of opportunity, fair selection and a workforce composition that mirrors the community it serves.

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## Appendix C - Secondment Application Form

Do you have at least one year's qualifying service with the Trust?

Yes  No  (Please tick) **N.B. If 'No' you are not eligible to apply**

Are you subject to a live disciplinary, capability (performance) or sickness management warning?

Yes  No  (Please tick) **N.B. If 'Yes' you may not be eligible to apply**

In reviewing your request your line manager will invite you to an application meeting. You may be accompanied at this meeting. If you wish to be accompanied please indicate:

Yes  No  (Please tick)

<b>Full Name:</b>		<b>Current Job Title:</b>	
<b>Start Date with Trust:</b>		<b>Current Department/Team:</b>	
<b>Secondment Post Job Title</b>			
<b>Length of time being requested</b>			
<b>Secondment Post Organisation/ Department/Team</b>	<b>Internal / External (Please select)</b>  Organisation:  Department:  Team:		

### Reason for Requesting a Secondment

All employees requesting a secondment must complete the below questions detailing why they want to take a secondment.

Please complete all the below questions:

<b>Reason for requesting secondment</b>	
-----------------------------------------	--

<p><b>What are the benefits to the organisation of agreeing to your request?</b></p>	
<p><b>Please state any other information that you think is relevant to your application, which you would like to be considered by your manager?</b></p>	

N.B. Please continue on a separate sheet of paper if required.



**Managerial Decision** (please tick to state one of the outcomes below);

- Application has not been successful**
- Request for a secondment has been reviewed and accepted**

<b>Rationale for agreeing/rejecting application:</b>	
<b>Details of Arrangement:</b>	
<b>Start date of secondment</b>	-- / - / ----
<b>End date of secondment</b>	-- / - / ----
<b>Letter sent to confirm the arrangements agreed:</b>	Yes / No (Please circle) Date Letter Issued: -- / - / ----



**AUTHORISATION**

<b>Manager Signature</b>	Signature:  Date:  -- / - / - - - -
<b>I confirm that my request for a secondment has been discussed with me.</b>  <b>Employee Signature</b>	Signature:  Date:  -- / - / - - - -
<b>Copy of application form sent to the Recruitment Team to process agreement</b>	-- / - / - - - -

**Recruitment Section – Office Use Only**

<b>Application form received</b>	-- / - / - - - -
<b>Agreement sent to candidate</b>	Internal Agreement / External Agreement  Date Issued:  -- / - / - - - -
<b>Further information required</b>	Yes / No (Please circle)  Detail information requested:
<b>Payroll Team notified of secondment</b>	-- / - / - - - -

**Note:** This document is electronically controlled. The master copy of the latest approved version is maintained by the owner department. If this document is downloaded from a website or printed, it becomes uncontrolled.

## Appendix D – Secondment Agreement (template)

### SECONDMENT AGREEMENT

Agreement between [name of host organisation], the host, and, Great Western Hospitals NHS Foundation Trust (the Trust) the substantive employer.

This Agreement sets out the terms of [**name of secondee**] (the secondee and employee) secondment from the Trust to [host organisation].

#### 1 Purpose of Secondment

1.1 [insert paragraph to describe the reason(s) for the secondment].

#### 2 Period of Secondment and Secondment Variation

2.1 The secondment will last for [xx] months. It will begin on [xx date] and will end on [xx date], subject to early termination as provided for in this agreement. There is no obligation on either party to agree an extended secondment period.

2.2 The Agreement may only be varied with the express written agreement of [name of host organisation] and the Trust, including any extension to the Term. A minimum of [xx] days' notice will be provided to vary the agreement.

#### 3 Employment Arrangements

3.1 The employee will remain an employee of the Trust throughout the period of this secondment and on existing pay and conditions of employment.

3.2 the Trust agrees to supply to [name host organisation] for the duration of the term, the services of the Employee to undertake work appropriate to their skills, qualifications and experience as may be determined by the [name host organisation] from time to time ("the Services"). **The Services shall include, but not be limited to, the duties set out in the job description attached to this Agreement as Schedule 1.**

3.3 The following arrangements will apply:

- (i) The Employer will supply the Services through the Employee to be worked at the times specified in Schedule 1. These may be varied by the host organisation, on provision of 1 month's notice to the Employer. In addition to the standard hours the Employee may be required to work at other times as may be necessary for the proper performance of their duties.
- (ii) Leave arrangements. These should be agreed with the appropriate line manager of the host organisation in order to reflect the business requirements of [name host organisation]. The Employee shall book all leave to which they are entitled with the host organisation. The host organisation shall notify the Employer of all periods of leave taken during the secondment.

- (iii) Line management will pass to [name host organisation]. The line manager will be responsible for agreeing appropriate objectives for the secondment with [name secondee].
- (iv) All matters of grievance and discipline shall be dealt with by the host organisation using the normal disciplinary procedures adopted by the Trust. Assistance on their application will be provided by the substantive employer's HR team.
- (v) In the event of sickness, the Employee shall notify both the host organisation and the substantive employer in accordance with the agreed procedure of each party.

#### 4 [name host organisation] Arrangements

4.1 [name host organisation] will take responsibility for the following issues:

- (i) establishing appropriate line management of [name secondee].
- (ii) ensuring that [name secondee] has appropriate insurance, health and safety cover in line with that afforded to all other [name host organisation] employees.

The secondee hereby explicitly consents to the host organisation collecting, holding and otherwise processing personal data (including "sensitive personal data") relating to them. The host organisation will only process such data when and insofar as it is necessary to do so in order to further its legitimate interests. The host Organisation will not divulge information to any third party outside the NHS without the secondee's consent under the terms of the Data Protection Act 1998. However, if the secondee is involved in a criminal investigation the recipient organisation may have a public duty to disclose this information to the Police and in this instance they may not seek the secondee's consent.

#### 5 Payment Arrangements – Salary Costs Reimbursement

- 5.1 The Trust will be responsible for the actual payment of [name secondee] salary.
- 5.2 The Trust will invoice [name host organisation] on a monthly basis for the commensurate salary for the role at spine point [xx] (Gross rate £xx,xxx annually for 2018-2019).
- 5.3 Any annual pay awards appropriate to the employee made by GWH will be in line with that afforded to all other Trust employees, including for the avoidance of doubt any incremental pay award.

#### 6 Payment Arrangements – Personal Expenses

- 6.1 [secondee name] base will be [state designated base] for the duration of this secondment.
- 6.2 Claims for expenses related to the secondment will be countersigned by the employee's line manager within [name host organisation] before submission to the Trust for payment. The Trust will be responsible for reimbursing the employee with all approved travelling expenses. The Trust will invoice [name host organisation] on a monthly basis for these costs.

7 Pension Arrangements

7.1 [name secondee] will remain eligible for the NHS pension scheme whilst on secondment. Continuous service with the Trust is unaffected by the secondment.

8 Termination of the Secondment

8.1 The secondment may be terminated by either [name host organisation] or the Trust by the provision of [xx] months' written notice. Otherwise, this Agreement will automatically terminate upon the expiration of the Term.

8.2 If on termination of the secondment agreement, the employee is unable to return to a post within the Trust, and is subsequently made redundant, [name host organisation] is not responsible for any redundancy/ compensation costs.

9 Intellectual Property, Confidentiality and Conflict of Interest

9.1 All intellectual property rights associated with any intellectual property arising from the services provided by [secondee name] whilst on secondment shall belong to [name host organisation].

9.2 The secondee must at all times observe their responsibility to maintain the confidentiality of information about patients, prospective patients and employees connected with [name host organisation], in line with [name host organisation] policies.

9.3 It is recognised that the secondment objectives may in part be to share best practice and facilitate learning across the health care system as a whole. This should be approached sensitively and sensibly, taking care to ensure that the interests of both [name host organisation] and the Trust are protected as regards confidentiality.

9.4 The secondee should recognise the sensitivity of their situation and deal with any conflicts of interest appropriately. The secondee may not use their position to influence the awarding of any contract in which they have any interest, whether direct or indirect.

10 Indemnities

10.1 The Employer (the Trust) shall incur no liability for loss, damage or injury of whatever nature sustained by the secondee insofar as it arises wholly as a result of negligence or wilful default on the part of the host organisation, or any of its employees during the period of the secondment.

10.2 The host organisation during the duration of the secondment, hereby indemnifies the Great Western Hospitals NHS Foundation Trust against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Employer (the Trust) which are attributable to any act or omission by the host organisation, or any other person for whom the host organisation, are liable arising out of:-

10.2.1 Any breach by the host organisation, of any collective agreement or other custom, practice or arrangement (whether or not legally binding) with a

trade union, staff association or employee representatives in respect of the  
seconded

10.2.2 Including for the avoidance of doubt liability for personal injury,  
accident or illness suffered or incurred in whole or in part during the Term

Seconded signature:

Date:

Signed:

Date:

for and on behalf of (host organisation)

Signed

Date:

for and on behalf of the Trust