

# Secondment Policy

Executive or Associate Director lead	Director of Human Resources
Policy author/ lead	Deputy Director of Human Resources
Feedback on implementation to	Director / Deputy of Human Resources

Date of draft	25 <sup>th</sup> February 2016
Dates of consultation period	August 2015 – February 2016
Date of ratification	3 <sup>rd</sup> March 2016
Ratified by	EDG
Date of issue	March 2016
Date for review	31 March 2019 Extension to 31 May 2019

Target audience	All SHSC Staff
-----------------	----------------

## Policy Version and advice on document history, availability and storage

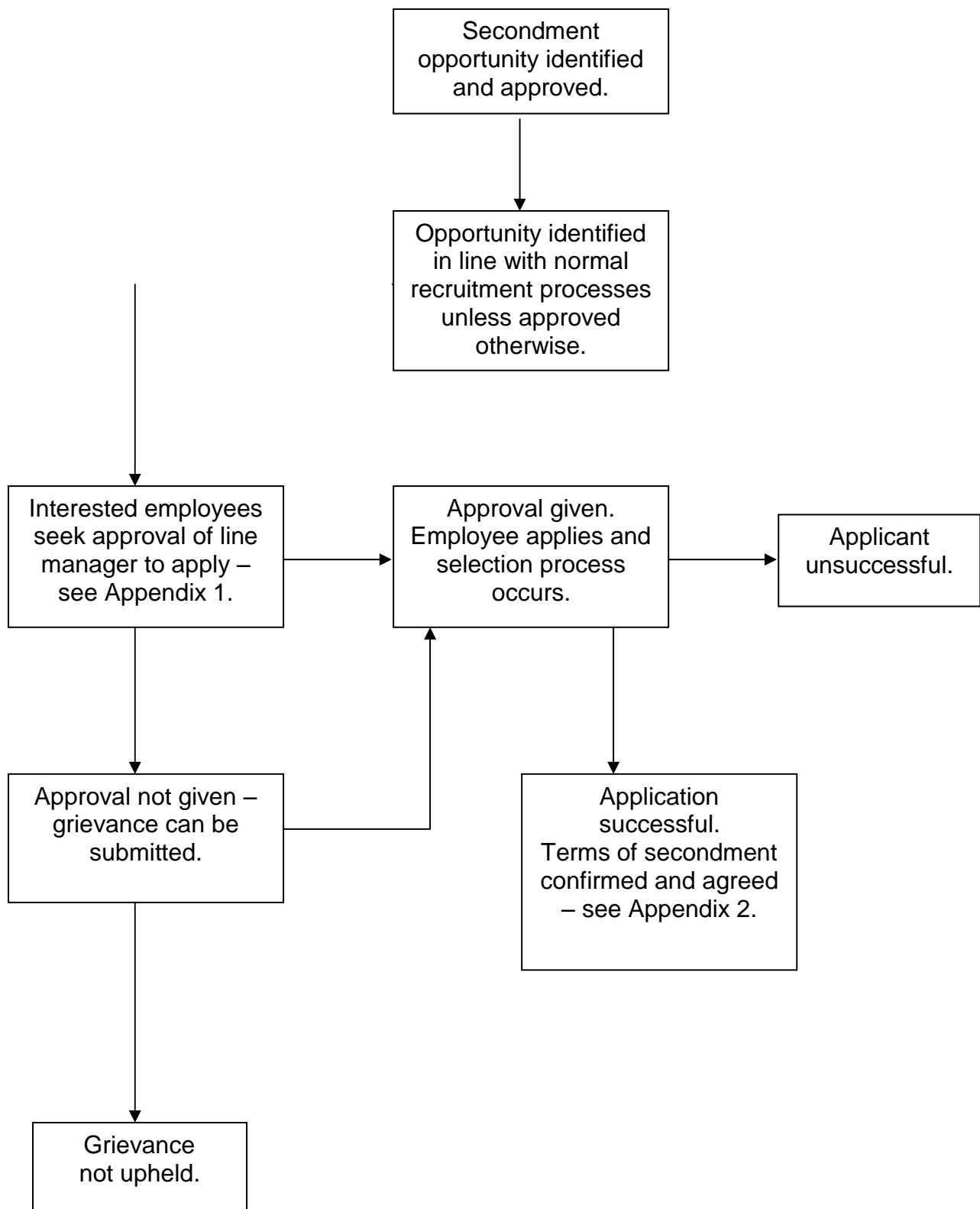
EDG approved extension of review date to 31 May 2019.

This is a new policy.

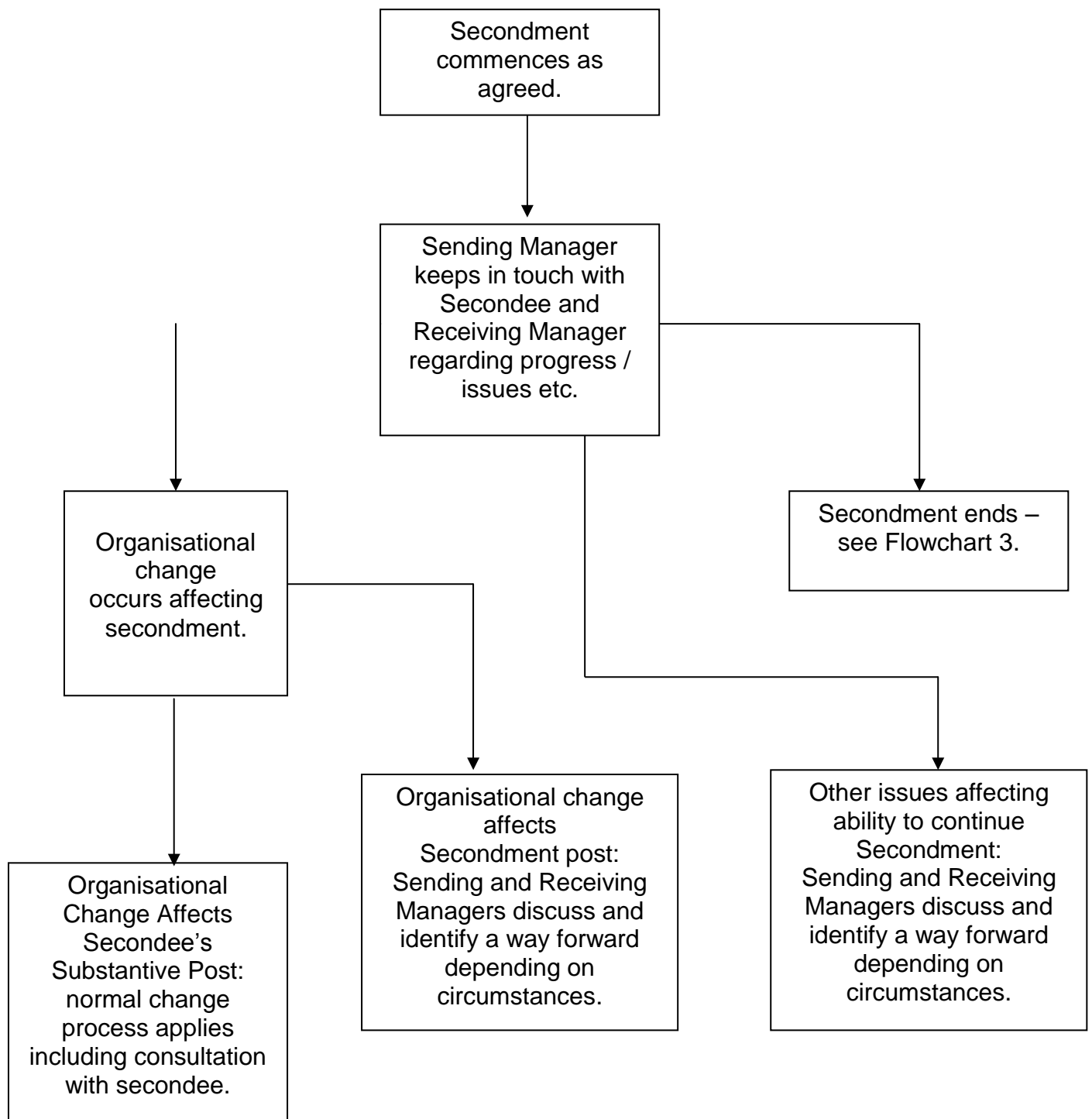
## Contents

<b>Section</b>		<b>Page</b>
	Flowchart 1 – Applications for Secondment	3
	Flowchart 2 – During Secondment	4
	Flowchart 3 – At end of Secondment	5
1	Introduction	6
2	Purpose of this policy	6
3	Scope of this policy	6
4	Definitions	6 – 7
5	Duties	7 – 9
6	Specific details - i.e. the procedure to be followed	9 – 16
7	Dissemination, storage and archiving	16 – 17
8	Training and other resource implications	17
9	Audit, monitoring and review	17
10	Implementation plan	17
11	Links to other policies, standards and legislation (associated documents)	17
12	Contact details	17
13	References	17
	<b>Appendix 1 – Secondment Supporting Statement</b>	18
	<b>Appendix 2 – Template Secondment Agreement</b>	19 – 21
	<b>Appendix 3 – Secondment Evaluation Form</b>	22 – 23
	<b>Supplementary Sections:</b>	
	Section A – Equality impact assessment form	24
	Section B – Human rights act assessment checklist	25 – 26

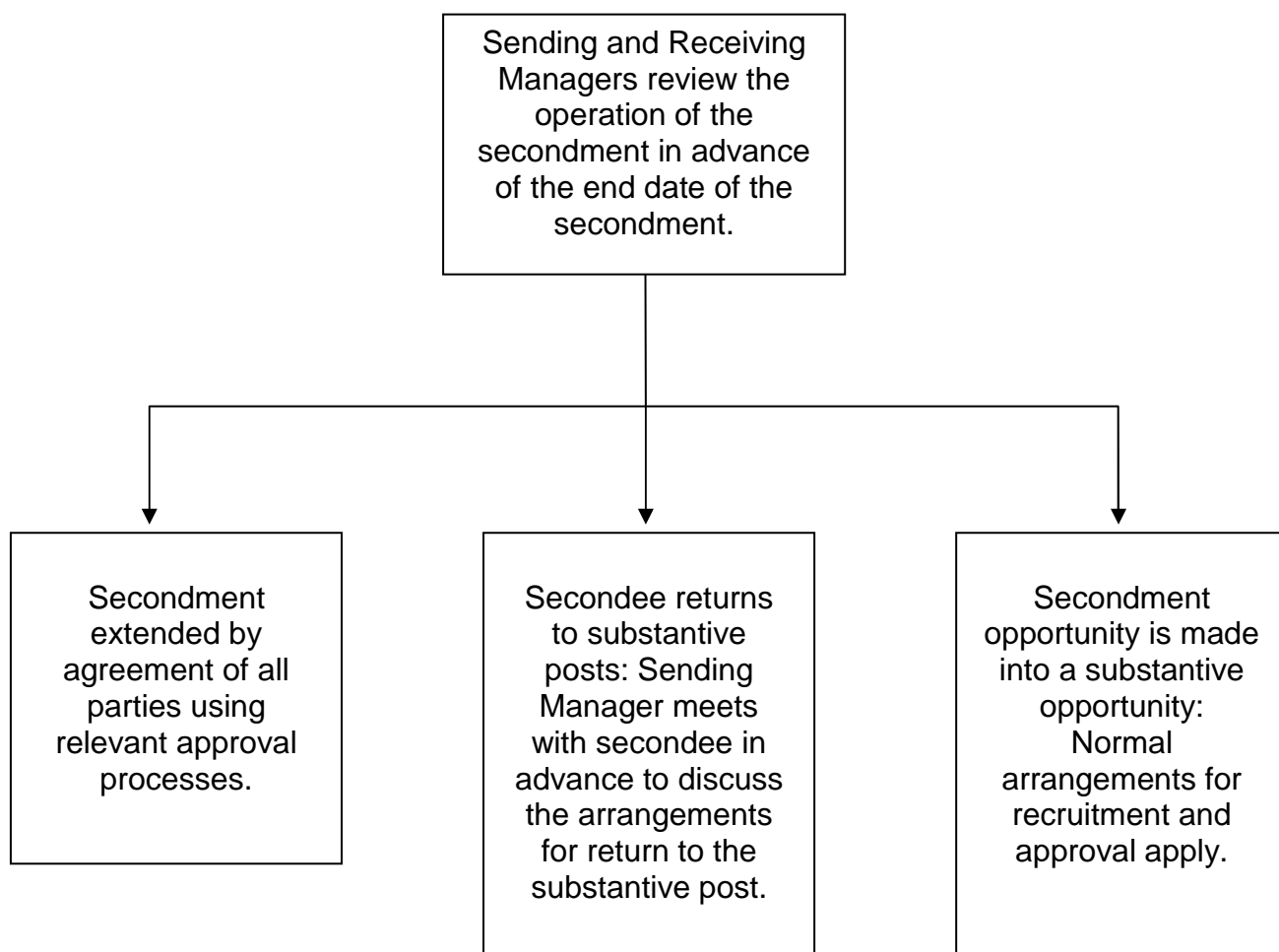
## Flowchart 1 – Applications for Secondment



## Flowchart 2 – During Secondment



### Flowchart 3 – At end of Secondment



## 1. Introduction

The Trust recognises the importance of secondments in

- providing individuals with the opportunity to widen their personal and career development through the enhancement of skills in a different environment or role.
- providing the organisation with the opportunity to develop relationships across teams /directorates within the Trust and across the health economy to the mutual benefit of all concerned
- providing the relevant seconding and receiving team with new perspectives/skills based on the learning and experience gained

## 2. Purpose

The purpose of this policy is to provide an accountable and transparent framework and guidance on the management and implementation of secondments inside and outside of the Trust to help ensure that secondment opportunities are fair and effective in meeting the needs of the individual and the organisations concerned.

## 3. Scope of the Policy

This process applies to all SHSC employees. It, therefore, refers to situations where an SHSC employee is to be seconded. It does not cover “incoming” secondments although similar principles may apply.

## 4. Definition of Terms

**Secondment:** A secondment is the temporary transfer of an employee to a different post or area of the same organisation or to another organisation, for a specific purpose to the mutual benefit of the employee and the organisations concerned. As the transfer is temporary, the arrangements for secondment need to recognise that it is being undertaken in the expectation that the secondee will return to the relevant substantive post.

The policy identifies three main types of secondment:

- Internal secondment within the Trust
- Secondment within the NHS
- External secondment e.g. Local Authority, Primary Care, Professional Organisations, the Voluntary Sector and the Private Sector.

**Secondees:** The employee taking up the secondment opportunity.

**Sending Organisation/ Manager:** The organisation/ manager for the employee prior to the secondment and who will continue to hold the contract of employment for the secondee.

**Receiving Organisation/Manager:** The organisation/manager to whom the secondee will provide duties during the period of the secondment

## **5. Duties under the Policy**

### **Human Resources Director**

The HR Director is the named officer responsible for ensuring the content of this policy is applied consistently and fairly across the Trust.

The HR Director has responsibility for monitoring compliance with this policy and for advising on the effectiveness of this policy.

### **Human Resources Department**

The HR Department will:

- support managers in drawing up secondment agreements between teams /directorates /organisations.
- provide support and advice to staff on any aspect of their employment, terms and conditions of service.
- promote the policy and give general guidance and support to managers.
- promote consistency of application across the Trust through regular monitoring.

### **Sending Managers**

Sending managers will ensure that they:

- consider reasonably and fairly staff's requests for secondments.
- ensure that the secondment opportunity is linked to the employee's personal development plan.
- provide an explanation in writing of the reasons for a rejection of an application for a secondment.
- ensure that they are familiar with their responsibilities under this policy and any specific secondment agreement and act accordingly.

- meet with the employee in good time before the termination of the secondment to discuss their return to their substantive post or comparable post. Confirm this in writing at least 4 weeks before the termination date of the secondment.
- maintain regular contact with the employee and the receiving manager and notify the employee of any organisational change that would affect the employee's substantive post.
- debrief the employee upon their return to the department and provide refresher training and local induction as appropriate.

## **Receiving Managers**

Receiving managers are responsible for ensuring that they:

- have appropriate internal approval for the seconded post including, as appropriate, approval from the Vacancy Control Panel and/or Business Planning Group.
- advertise all posts in line with the Trust's Recruitment and Selection Policy.
- draw up a 'secondment letter' together with HR stating the terms and conditions of the secondment and confirming the length of time.
- identify objectives for the secondment and evaluate how far these have been achieved.
- arrange for the employee to attend all relevant statutory and mandatory training in line with the Trust's Mandatory Training requirements.
- make provision for and engage with the secondee to ensure that any adjustments are made, in advance, to support access to the workplace for the secondee.
- regularly appraise the secondee's performance and manage any attendance absence and conduct issues, liaising with HR and the sending manager as necessary.
- inform the sending manager of the secondee's performance against agreed objectives at regular intervals, and at the end of the secondment.
- debrief the employee at the end of the secondment period to elicit what has been learned during the secondment.

## **Employees**

Employees who are applying for secondments are responsible for:

- ensuring that they do not agree to a secondment without having the approval of their line manager.



- complying with the working practices and policies of the team/ directorate/ organisation to which they are seconded.
- ensuring that they have completed any statutory and mandatory training relevant to their role.
- informing the receiving manager of any specific needs or adjustments to support their integration into the new workplace.
- maintaining regular contact with their sending manager.
- completing a secondment evaluation form at the end of the secondment.  
(See Appendix 3)

## **6. Specific Details**

### **Principles**

Secondment opportunities, where available, will not be unreasonably refused. However there may be instances, where service or operational requirements may lead to applications being declined. Under no circumstances will access to secondments be restricted on the basis of any protected characteristics. (please refer to the Equal Opportunities & Dignity at Work Policy).

Where an application is declined the employee will be provided with the reasons for this decision in writing.

All parties must understand and agree: the purpose of the secondment at the outset; the timescale for the secondment; the implications of the move for career progression and service delivery/team performance.

### **Eligibility for Secondment**

To be eligible for a secondment the employee must have been in their current post for a minimum of 12 months based on the closing date on the advertisement for the secondment.

If the individual is subject to a live disciplinary warning at the time they make an application, then this will be legitimate grounds for refusing the secondment although the manager will still have the option of approval. The employee's performance record as a whole will also be a relevant factor to be taken into consideration when deciding on the appropriateness of a secondment.

Where staff are employed on temporary contracts, careful consideration will have to be given as to the appropriateness of the secondment opportunity. This is because any benefits accruing to the sending organisation are likely to be much more limited if the individual is only expected to return to the Trust for a short period of time. For staff employed on a temporary basis if the secondment exceeds the duration of the fixed term contract, there is no guarantee of a role upon their return.

## **Recruitment and Selection for Secondments**

Secondments to roles within the Trust must take place through the Trust's normal recruitment and selection process, including consideration of redeployees unless approved otherwise by the Vacancy Control Panel because of special circumstances.

Employees must seek support and approval from their line manager prior to applying for a secondment. Managers will need to complete Appendix 1 in support of an application for a secondment. Managers will consider the relevance of the secondment to the employee's current area of work, but will also need to consider the effect of the secondment on service provision. If the manager does not support the application, the employee has the right of appeal via the Grievance Procedure. Such grievances should be submitted as soon as possible and dealt with as promptly as possible to minimise any delay in recruiting to the secondment opportunity.

## **Secondment Agreement**

A secondment agreement should be drawn up between the sending organisation and receiving organisation. This will help to clarify the respective rights and obligations as well as helping to highlight any particular issues which may need to be resolved prior to the secondment commencing.

A template is attached at Appendix 2. This should be added to, or amended, to reflect the particular circumstances of the secondment. Any areas of uncertainty should be raised with HR prior to the agreement to second.

The template is designed for secondments between organisations but can be adapted to secondments between teams. If this template itself is not used it is essential that the key areas are understood, agreed and recorded. In some situations the other organisation involved may have, and wish to use, its own template. If this occurs then HR need to be contacted so that a comparison is undertaken and any issues resolved prior to the secondment commencing.

## **Length of Secondments**

The period of secondment must be agreed and clearly defined in the secondment advertisement and secondment agreement.

Where a secondment is to be extended beyond the original timeframe this will require the written approval of the relevant line manager's line manager. If the extension takes the secondment beyond 12 months then this needs to be agreed with the relevant Head of Service (e.g. Executive director) and HR. In such cases a new secondment agreement should be completed and agreed by all parties.

Whilst there is no defined timescale for how long a secondment should last, it should generally be for no more than 12 months. Special arrangements may apply to situations which involve carrying out services on behalf of another organisation or for specific projects/initiatives and/or in relation to obtaining a qualification.

## **Review of Secondment**

Where a secondment is to last for over 12 months then there should be a formal review of the secondment after 12 months. This review should consider:

- any issues which have arisen and have not already been addressed.
- the expectation and arrangements for the continuation of the secondment and what further arrangements may need to be considered (e.g. backfill of shifts / issues relating to the substantive post).
- the nature of any back-fill relating to the seconded's substantive post and whether these continue to be appropriate.

Where a secondment is for 12 months or less then such matters should be considered by means of the 'keeping in touch' arrangements.

## **Continuity of Employment**

Time spent on secondment with another employer within or outside of the NHS will not affect continuity of employment. Similarly time spent on a training secondment will not affect continuity of employment as long as the seconded remains an employee of the Trust.

## **Terms and Conditions Applying During the Secondment**

Where the seconded role is internal to NHS then the appropriate banding for the role in question will apply. Where it is external to the NHS then HR should be consulted over the implications for the rate of pay.

In general there would be expected to be no impact on the other terms and conditions but depending on the type of role/organisation involved the circumstances may require a consideration of how the current terms and conditions would apply and HR should be contacted. Particular arrangements may be appropriate if the individual to be seconded is on non-NHS terms as a result of an earlier TUPE transfer, for example, or the role is external and the terms of the secondment do not enable NHS terms to apply. Any pay enhancements that would normally apply to the individual's substantive post will not continue during the period of secondment. However any pay enhancements earned in the seconded post will be paid in accordance with the entitlements of that post. Pay increments will continue to accrue in line with the NHS terms and conditions.

## **Secondment to a Higher Band**

Where an employee is to be seconded into a higher band then they will normally be paid at the pay rate appropriate to a 'new starter' in that higher band. At the end of the secondment, the employee would revert to their normal role and resume at the appropriate rate for that role (e.g. including any incremental progression). Pay protection would not apply.

## **Policies and Procedures**

Where the secondment is internal then there is no change in the application of policies other than any which are specific to the seconded post. Where the secondment is between organisations then the seconded employee will generally be subject to the operational policies and procedures from the receiving organisation apart from the core terms and conditions, sickness absence, annual leave, disciplinary, grievance and capability policies and procedures. This should be discussed and agreed between the relevant organisations as part of the secondment agreement. For example, in respect of sickness absence the secondee would need to notify the receiving organisation regarding their non-attendance in order to identify the need for any cover requirements but the sending organisation would also need to be made aware (by either the secondee or the receiving organisation) of the absence from the point of view of attendance management and sick pay. Where operational policies and procedures are not in existence in the receiving organisation, the employee will revert to the substantive policies and procedures of the NHS unless agreed otherwise.

## **Training and Development**

The sending/receiving managers should identify and agree the training and equipment necessary for the secondee to perform his/her duties and responsibilities effectively and efficiently

The secondee must attend all training relevant to the secondment position

If the secondee's substantive post requires them to be registered with a professional body and their proposed secondment is to a post where such a requirement is not necessary (for example a trained nurse being seconded to one of the corporate departments), the individual must agree to maintain their registration. Secondments outside of the NHS may require a return to NHS duties for short periods during the term of the secondment to assure registration.

## **Performance Appraisal**

Where the secondment is internal to the Trust then the normal arrangements apply in that the sending manager continues to have responsibility for the secondee in terms of performance appraisal but will make arrangements to receive feedback from the receiving manager.

The Sending Team/Organisation will remain responsible for any disciplinary, capability and grievance proceedings which arise during the period of secondment and will receive assistance from the receiving team/ organisation for any investigation which is required. It is possible that the nature of any allegations will be such that the secondee can no longer undertake the duties in question for either a specified period or until the end of the secondment.

It is the responsibility of the sending manager to highlight any performance issues as part of their reference during the recruitment and selection process.

## Pension Rights

External secondments that relate to a period of employment outside of the NHS would need to be considered and approved by the NHS Pensions Agency, on an individual basis if there was a desire for the service to be regarded as continuous and reckonable for pension purposes. In such cases the employee should discuss this issue with the Trust's NHS Pensions Adviser (Payroll Department) **before** the secondment is agreed.

## Confidentiality

Both the sending and receiving managers must ensure that the need for confidentiality is addressed. This includes any practical arrangement such as when using the Trust's equipment in the receiving organisation and/or the handling of confidential documents.

## Maternity, Parental, Adoption Leave or Sick Leave during the Secondment

The Secondment Agreement should address what arrangement will apply where the secondee commences maternity, parental or adoption leave **or is absent because of long-term sickness**.

## Health & Safety

The receiving team/organisation will be responsible for the Employer's Liability Insurance and have a duty of care under the relevant Health and Safety legislation for the secondees. The receiving organisation will specifically confirm in writing to any registered staff the indemnity arrangements which are in place.

## Keeping in Touch

During the secondment it is important that the employee keeps in touch with the manager of the department from which they have been seconded, so they can be made aware of any developments appropriate to their work. The manager and employee should therefore agree the frequency and method of contact.

Depending on the length of the secondment, for example if the secondment is for 12 months, the employee may be required to undertake refresher training and local induction on their return to their substantive/equivalent post

## Pay Protection

The Trust's protection policy does not apply when a secondment comes to an end.

## Reimbursement of Costs

The sending team/organisation will pay the seconding employee and the receiving team/organisation will reimburse the full salary and employers costs including National Insurance and Superannuation. Agreement on reimbursement of costs should be agreed at the outset including any overhead element applicable.

All travelling and subsistence expenses incurred during the course of the secondment period will be met by the Receiving team/organisation unless agreed otherwise.

## **Managing the Return to Substantive Duties**

Secondments are generally only agreed on the basis that the employees who undertake the secondment have the right to resume their previous duties at the end of the secondment on their normal terms and conditions unless there has been organisational change during the intervening period.

Timely discussions should, therefore, take place before the end of secondment to review the arrangements for the resumption of previous duties. This is because it will be important to establish any developments e.g.

- are there any issues relating to resuming previous duties which need to be considered ( the secondee and the sending team/organisation's line manager should have been keeping each other informed of any relevant developments during the secondment as and when these occurred )
- are there any aspects relating to the secondment post which need to be considered (e.g. is there a wish to have the secondment extended or does the receiving team,/organisation now want the post to be brought in-house )
- are there any issues relating to backfill arrangements which need to be considered (e.g. the return to duties will affect any arrangements for backfill which have been put in place and this needs to be considered as well).

The sending manager will contact the secondee and arrange to meet with them in good time before the termination date of the secondment. This will enable the manager and employee to discuss the return to his/her substantive role or equivalent post, focusing on the practical arrangements for their return. No later than 4 weeks before the end of the secondment, the employee should receive in writing from the sending manager, confirmation of the arrangements for their return to the substantive or an equivalent post where this has been discussed and agreed. If there are any anticipated issues regarding these arrangements, HR should be contacted.

Upon return to their department, the secondee should be debriefed to establish the learning outcomes from the secondment and given the opportunity to feedback on how well they achieved the agreed objectives. This debriefing should involve the secondee, the existing line manager and the secondment manager. (See Appendix 3)

It is important that employees have the opportunity to practice new knowledge and skills gained on their secondment. This should be discussed and form part of the employees Personal Development Plan.

## **Other areas which may be covered in the Secondment Agreement**

This policy and associated guidance provides the basis for arranging a secondment. However, the circumstances and nature of secondment may vary. Consequently there may be other aspects which need to be considered and included. For example:

**Risk Assessments:** The sending organisation has responsibility for safeguarding the secondee's health and safety. Are there any special health and safety issues at the receiving organisation which could make it appropriate for a risk assessment to be carried out and/or specific assurances provided regarding particular features of the work to be carried by the secondee. There will also be a duty to carry out a risk assessment in relation to pregnant secondees or new mothers.

**Intellectual Property Rights:** Is it likely that the ownership of any intellectual property would become an issue? If so, this should be discussed and agreed between the respective organisations.

**Conflict of Interest:** Could the secondment raise the possibility of a conflict of interest between the sending and receiving organisations? If this is thought to be a possibility, the secondment agreement should include requiring any perceived conflict to be brought to the attention of the sending organisation.

**Special Duties:** Are there any special duties which may arise during the secondment period where the sending tea,/organisation will wish to be assured that the secondee will be released to carry these out during the secondment.

The following paragraphs look at some of the situations which can arise in more detail.

### **Filling the Secondment Post Permanently**

If the post needs to be filled on a permanent basis the normal recruitment process will need to take place unless approved otherwise by the Vacancy Control Panel because of exceptional circumstances. This means that the employee who has been undertaking the secondment will not automatically be appointed.

The normal recruitment process will depend on the arrangements which the organisation which holds the post has in place. This may mean, for example, that the secondee will not be eligible for consideration as only candidates internal to the host organisation are to be considered. Alternatively in some situations, it may be that the arrangements to be put in place represent a transfer of service and that TUPE could apply such that the secondee may be transferred to the receiving organisation subject to the normal TUPE safeguards.

### **Extending the Secondment**

The period for reviewing an extension to the secondment should be determined at the outset of the secondment. Once a person has been appointed, any extension of the secondment would be by agreement between the relevant line managers and the individual concerned. (See section on Length of Secondments).

### **Organisational Change Affecting the Secondees' Substantive Post**

During any process of organisational change affecting the secondee's substantive post, the individual who is on secondment is to be consulted as though they were undertaking their substantive duties even if their role is being backfilled in the meantime.

Where organisational change affects the seconded post then the responsibility is on the receiving manager to inform the sending manager and the secondee of the issues in question. The arrangements to apply will depend on the circumstances. For example, it may be that the organisational change will not be implemented until the secondment has ended or, alternatively, it may require that the secondment ends earlier than originally envisaged. This may then have implications not only for the secondee but also any back-fill arrangements. It is important that managers consider this possibility when organising back-fill for a secondee.

### **Receiving Organisation Bringing Post in-house**

Depending on the basis for the original secondment, it may be that the receiving organisation will decide to bring the seconded post in-house. For example, if the post related to a service which the receiving organisation had been purchasing from the sending organisation then it could be that the Transfer of Undertakings Regulations would apply. This would be different from an individual from another organisation filling a post which was already part of the establishment of the receiving organisation. If this type of situation is a possibility then there needs to be discussion with HR at the earliest opportunity in order that the implications can be considered and legal obligations met.

### **Premature Cessation of Secondment Agreement**

All secondment arrangements should set out what notice will be required in order to end the secondment prematurely. This will reflect the length of the secondment envisaged and any other relevant factors (such as any complications regarding ending backfill arrangements or obtaining a replacement secondee) A secondment of 12 months would normally have a minimum of 1 month's notice and a maximum of 3 months depending on the circumstances.

In the unlikely event that it should be necessary to end the secondment, whether through the volition of the individual secondee, the receiving team / organisation or the sending team/organisation, the following action will be taken:

- All parties will be informed in writing in accordance with the specified notice period or earlier if possible.
- Where a post has been temporarily filled during the absence of the secondee, a suitable alternative post will, if possible, be identified for the duration of the secondment period.
- Managing the circumstances remains at all times the mutual responsibility of the secondee, the seconding team and the receiving team

## **7. Dissemination, storage and archiving (Control)**

Human Resources policies and procedures are referred to in all employees' contracts of employment and statement of terms.

Policies are available through the HR portal on the Trust intranet and, if necessary, a paper copy can be provided by the Human Resources Department.

An email has been sent to all SHSC employees informing them of the new policy.



Managers are also responsible for ensuring that hard copies of the policy are stored locally.

Archive policies are available in the HR Department.

## **8. Training and other resource implications**

There are no specific training requirements.

## **9. Audit, monitoring and review**

HR policies are subject to joint monitoring and review between management and Staff Side in the Trust's Joint Consultative Forum.

The monitoring process, for compliance with this Policy is as follows:

1. Managers keep their own records on an ongoing basis.
2. The ESR system produces data which is used at directorate level and management / team meetings.
3. ESR produces data for the HR Advisers.
4. Periodic auditing when requested by HR.
5. HR Advisers' meetings with managers.

## **10. Implementation plan**

HR will ensure that Directorates are aware of this policy when secondments are being considered.

## **11. Links to other policies, standards and legislation (associated documents)**

**Recruitment and Selection Policy**

**Induction Policy**

**Equal Opportunities and Dignity at Work Policy**

**Redeployment and related policies**

**Leaver Guidance**

**PDR Policy**

## **Appendix 1 – Secondment Supporting Statement**

THIS SECTION TO BE COMPLETED BY THE APPLICANT

To: Recruitment Team

From: .....

### **Secondment Opportunity – Supporting Statement**

Name:..... Directorate: .....

Secondment Post applied for: .....

Objectives of the Secondment: .....

.....

.....

.....

Reference Number:.....

THIS SECTION TO BE COMPLETED BY THE LINE MANAGER

Statement of support for the above mentioned secondment opportunity.

*(As a guide, you should outline why the member of staff would make a suitable secondee and why you believe the individual and your department / organisation, would benefit from the secondment).*

.....

.....

.....

If the secondment is not supported please state reason:

.....

.....

.....

**SIGNED BY LINE MANAGER: ..... PRINT: .....**

**DATE: .....**

**THIS STATEMENT SHOULD BE RETURNED TO THE EMPLOYEE AND, AS APPROPRIATE, COPIED WITH THE COMPLETED APPLICATION FORM.**

## **Appendix 2 – Template Secondment Agreement**

### **SECONDMENT AGREEMENT BETWEEN SHEFFIELD HEALTH AND SOCIAL CARE FOUNDATION TRUST AND XXXXXXXXXXXX**

**Name of Seconded:** .....

**Seconding Organisation:** Sheffield Health and Social Care Foundation Trust

**Receiving Organisation:** .....

**Seconded Job Role:** .....

**Place of Work:** .....

**Start Date:** .....

The secondment of xxxxxxxxx is from xxxxxxxxxx until xxxxxxxxxx .

This secondment may or may not be extended for a further specified period subject to mutual agreement between the parties. At the end of the secondment period the secondee will return to Sheffield Health and Social Care NHS Foundation Trust.

#### **Hours of Work:**

The secondee will devote the following hours of work to the seconded job role:

*(As applicable - The remaining hours of the contract (specify) will remain with SHSC and will be performed in accordance with the existing SHSC contract of employment subject to any agreed change in duties).*

#### **Duties:**

The duties for the time on secondment will be as discussed and agreed between the parties (i.e. SHSC, XXXXXX and the employee) subject to this being within the capabilities of the secondee concerned.

#### **Salary:**

The salary would be at current rate of pay for the secondee concerned.

#### **Payment of Salary:**

Remuneration and other contractual financial benefits, together with PAYE, National Insurance and Pension/Superannuation contributions and any other on-costs, will continue to be paid by SHSC throughout the period of the secondment.

#### **Reimbursement of Salary:**

SHSC will invoice XXXXXX monthly in arrears for the full recovery cost and other associated costs together with any overhead element applicable. Payment terms are 28 days from receipt of a valid invoice.

**Line Management:**

The line management for this post within Sheffield Health and Social Care will be to xxxxxxxx within SHSC. However for matters relating to the secondment, the line management will be delegated to xxxxxxxx on behalf of XXX.

**Sickness Absence:**

The seconded will be subject to the relevant SHSC policies and will be entitled to receive sick pay in accordance with the Agenda for Change national terms. Notification of absence during the time of secondment should be to the nominated line managers for XXXXXXXX in the first instance and then to the Line Manager at Sheffield Health and Social Care.

**Leave:**

The amount of leave to be taken during the time of secondment will be for agreement between Sheffield Health and Social Care, XXXXXXXX and the seconded. The seconded will provide as much notice as possible of requests for leave to both Sheffield Health and Social Care and XXXXXXXX. All leave pre-booked and agreed by SHSC prior to the secondment commencing will be honoured by XXXXXXXX should the leave fall on days of the secondment.

**Performance Management:**

Performance management will be in accordance with SHSC policies on Appraisal, Performance Development Review and Capability but will incorporate feedback from the Line Manager at XXXXXXXX.

**Discipline and Grievance:**

The seconded will be subject to SHSC's Discipline and Grievance procedures.

XXXXXX will notify the named SHSC manager of any situation which would warrant consideration of formal disciplinary proceedings.

In the event of disagreement or dispute on the part of the seconded in relation to the secondment, this will first be informally discussed with the Line Manager at XXXXXXXX. If this is not appropriate or informal agreement cannot be reached at this stage, the Line Manager within SHSC will be informed.

**Standards of Service:**

During the time on secondment the seconded will be expected to comply with XXX's standards, policies and procedures relevant to the working arrangements at XXXXX e.g. health and safety and confidentiality. XXXXX shall bring to the attention of the seconded on appointment the relevant policies and procedures. In case of any doubt about the appropriateness of their application, this should be raised by either the seconded or the line manager at XXXXXXXX with the SHSC line manager.

**Breach of Conditions:**

If either party to this agreement believes that there has been a breach of the agreement, it shall give the other party written details of the breach. If the breach can be remedied, written details shall be given of the agreed remedial action.

**Confidentiality:**

All information and other records relating to the work undertaken by the seconded for XXXXX shall remain the property of XXXXX. The seconded shall not divulge any confidential information relating to XXXXXXXX to SHSC (and vice versa) or to any other third party.

**Non-Availability of Seconded because of maternity, parental, adoption or long term sickness**

The arrangements to apply will be for discussion and agreement and should be specified here.

**Pregnancy, maternity and other forms of family-friendly leave**

The seconded retains their right to maternity and other forms of family-friendly leave and both organisations will undertake their responsibilities to ensure that all contractual and legal obligations are met.

**Termination of Contract:**

Other than in cases where the contract is breached as outlined above, either party can terminate this contract during the period of secondment giving xx months' notice in writing to this effect. All rights, either to services or to payments in respect of the service shall cease.

**Training:**

Training specific to the post will be provided by both SHSC and XXX as required. Any other training will continue to be the responsibility of SHSC.

**Health and Safety:**

XXX will be responsible for Health and Safety requirements during the time spent on secondment.

**Indemnity:**

XXX shall indemnify and keep indemnified SHSC against all claims, costs, losses, damages, liability and expenses SHSC may incur or suffer arising out of any occurrence or event which takes place during the period of secondment other than where SHSC are satisfied that NHS indemnity will apply.

**Variation or Amendment**

This agreement cannot be varied or amended unless it is in writing and signed by all parties.

**I agree to the terms of this secondment agreement:**

Signed..... Print.....

**On behalf of Sheffield Health and Social Care Trust**

Date.....

Signed..... Print.....

**On behalf of XXX XXXXXXXXXX**

Date.....

**I hereby accept the secondment on the terms and conditions set out above:**

Signed..... Print.....

**Seconded member of staff**

Date.....

## **Appendix 3 – Secondment Evaluation Form**

**This form should be completed by the secondee and their Sending Line Manager immediately following the secondment period. There is also space for the Receiving Manager to sign and support with any additional comments.**

<b><u>Name of Secondee:</u></b>	<b><u>Substantive Position:</u></b>
<b><u>Receiving Organisation / Department:</u></b>	<b><u>Type of Secondment (including role title):</u></b>
<b>1. <u>What were the objectives of the Secondment?</u></b>	
<b>2. <u>Were the objectives of the Secondment met?</u>      <u>YES D</u>      <u>NO D</u></b>	
<b><u>If No, please explain why:</u></b>	
<b>3. <u>How did the Secondment benefit.....</u></b>	
<b><u>the Secondee?</u></b>	
<b><u>the Sending Team / Organisation?</u></b>	
<b><u>the Receiving Team / Organisation?</u></b>	

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

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

Secondee's Signature: ..... Print: .....

Date: .....

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

Sending Manager's Signature: ..... Print: .....

Date: .....

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

Receiving Manager's Signature: ..... Print: .....

Date: .....

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

Once completed, a copy of this for should be:

- Given to the secondee
- Filed on the secondee's personal file
- Forwarded to SHSC, Human Resources Department within one month of the end of the secondment.

## **Supplementary Section A – Stage One Equality Impact Assessment**

### **Equality Impact Assessment Process for Policies Developed Under the Policy on Policies**

**Stage 1** – Complete draft policy

**Stage 2 – Relevance** - Is the policy potentially relevant to equality i.e. will this policy potentially impact on staff, patients or the public? If **NO** – No further action required – please sign and date the following statement. If **YES** – proceed to stage 3

This policy does not impact on staff, patients or the public (insert name and date)

**Stage 3 – Policy Screening** - Public authorities are legally required to have ‘due regard’ to eliminating discrimination, advancing equal opportunity and fostering good relations, in relation to people who share certain ‘protected characteristics’ and those that do not. The following table should be used to consider this and inform changes to the policy (indicate yes/no/ don’t know and note reasons). Please see the SHSC Guidance on equality impact assessment for examples and detailed advice this can be found at <http://www.shsc.nhs.uk/about-us/equality--human-rights>

	<b>Does any aspect of this policy actually or potentially discriminate against this group?</b>	<b>Can equality of opportunity for this group be improved through this policy or changes to this policy?</b>	<b>Can this policy be amended so that it works to enhance relations between people in this group and people not in this group?</b>
<b>AGE</b>			
<b>DISABILITY</b>			
<b>GENDER REASSIGNMENT</b>			
<b>PREGNANCY AND MATERNITY</b>			
<b>RACE</b>			
<b>RELIGION OR BELIEF</b>			
<b>SEX</b>			
<b>SEXUAL ORIENTATION</b>			

**Stage 4 – Policy Revision** - Make amendments to the policy or identify any remedial action required (action should be noted in the policy implementation plan section) Please delete as appropriate: Policy Amended / Action Identified / no changes made.

Impact Assessment Completed by (insert name and date)



## **Supplementary Section B - Human Rights Act Assessment Form and Flowchart**

You need to be confident that no aspect of this policy breaches a persons Human Rights. You can assume that if a policy is directly based on a law or national policy it will not therefore breach Human Rights.

If the policy or any procedures in the policy, are based on a local decision which impact on individuals, then you will need to make sure their human rights are not breached. To do this, you will need to refer to the more detailed guidance that is available on the SHSC web site <http://www.sct.nhs.uk/humanrights-273.asp> (relevant sections numbers are referenced in grey boxes on diagram) and work through the flow chart on the next page.

**Yes. No further action needed.**

**No. Work through the flow diagram over the page and then answer questions 2 and 3 below.**

**No, no further action needed.**

**Yes, go to question 3**

**Action required**

**By what date    Responsible Person**

# Human Rights Assessment Flow Chart

Complete text answers in boxes 1.1 – 1.3 and highlight your path through the flowchart by filling the YES/NO boxes red (do this by clicking on the YES/NO text boxes and then from the Format menu on the toolbar, choose 'Format Text Box' and choose red from the Fill colour option).

Once the flowchart is completed, return to the previous page to complete the Human Rights Act Assessment Form.

1.1 What is the policy/decision title? ..... 1

1.2 What is the objective of the policy/decision? ..... 1

1.3 Who will be affected by the policy/decision? ..... 1

Will the policy/decision engage anyone's Convention rights? 2.1

YES

NO

Will the policy/decision result in the restriction of a right? 2.2

YES

NO

Is the right an absolute right? 3.1

NO

YES

Is the right a limited right? 3.2

YES

NO

Will the right be limited only to the extent set out in the relevant Article of the Convention? 3.3

YES

YES

Policy/decision *is* likely to be human rights compliant

BUT

NO

Flowchart exit

There is no need to continue with this checklist. However,

- Be alert to any possibility that your policy may discriminate against anyone in the exercise of a Convention right
- Legal advice may still be necessary – if in any doubt, contact your lawyer
- Things may change, and you may need to reassess the situation

**4 The right is a qualified right**

- Is there a legal basis for the restriction? AND
- Does the restriction have a legitimate aim? AND
- Is the restriction necessary in a democratic society? AND
- Are you sure you are not using a sledgehammer to crack a nut?

YES

NO

**Policy/decision is *not* likely to be human rights compliant please contact the Head of Patient Experience, Inclusion and Diversity.**

Get legal advice

Regardless of the answers to these questions, once human rights are being interfered with in a restrictive manner you should obtain legal advice. You should always seek legal advice if your policy is likely to discriminate against anyone in the exercise of a convention right.

Access to legal advice *MUST* be authorised by the relevant Executive Director or Associate Director for policies (this will usually be the Chief Nurse). For further advice on access to legal advice, please contact the Complaints and Litigation Lead.