

**Joint Policy for Cumbria Partnership Foundation Trust & North Cumbria  
University Hospital NHS Trust**

## **SECONDMENT AND ACTING UP POLICY**

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<b>Policy Author</b>	HR Business Partner / HR Advisor

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## Data Protection Legislation

The Trust(s) are committed fully to compliance with the requirements of the General Data Protection Regulations (GDPR) 2016 and the Data Protection Act (DPA) 2018. The GDPR and DPA legislation aims to balance the requirements of organisations to collect, store and manage various types of personal data in order to provide their services, with the privacy rights of the individual about whom the data is held.

The GDPR and DPA legislation covers both manual and computerised records in any format, where the record contains details that can identify, directly or indirectly data on a natural person or persons. The DPA sets out principles which must be followed by those who process data; it gives rights to those whose data is being processed.

## Policy On A Page

### **SUMMARY & AIM**

To provide guidance on the management of secondments and an accountable and transparent framework to ensure that secondment opportunities are equitable, fair and effective in meeting the needs of the individual and the Trust.

### **TARGET AUDIENCE:**

This policy applies to all Employees of Cumbria Partnership NHS Foundation Trust and North Cumbria University Hospitals NHS Hospitals NHS Trust.

### **TRAINING:**

There is no specific training associated with this Policy. Advice and guidance on application can be obtained from Human Resources.

### **KEY REQUIREMENTS**

A secondment will not usually last for more than 12 months, unless the secondment is for an apprenticeship which has been supported by the Trust's apprenticeship levy.

Secondments may be extended in exceptional circumstances by mutual agreement. Any extension will not last longer than 12 months.

Employees must seek approval from their line manager before pursuing a secondment opportunity. Managers must seriously consider all requests received.

When approval for a secondment is being sought, the following criteria should be used to judge the merits of each individual case in a fair and equitable way:

- that the secondment will provide clear evidence of personal and professional development for the individual;
- that the benefits to the organisation can be evidenced through improved individual and organisational performance;
- that the line manager has given due consideration to the impact of the secondment on service delivery and the need to cover the ensuing vacancy.

There may be a service or organisational requirement which leads to an application for release being declined.

An employee who is dissatisfied with their Line Manager's decision not to support a request for secondment may appeal to the next level of management. The decision reached by the next level of management will be final.

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## 1. INTRODUCTION

Cumbria Partnership NHS Foundation Trust (CPFT) and North Cumbria University Hospitals NHS Trust (NCUH) (the Trusts) recognise the need to develop strategies to aid the recruitment, retention and development of employees.

Secondments offer individuals the opportunity to widen their personal and career development through the enhancement of skills in a different environment or role. The opportunity enables an individual to gain awareness of other sectors and can help build effective relationships with other organisations and with other departments within the Trusts.

## 2. PURPOSE

To provide guidance on the management of secondments. To provide an accountable and transparent framework to ensure that secondment opportunities are equitable, fair and effective in meeting the needs of the individual and the Trusts.

## 3. POLICY DETAILS

### 3.1 Approval to Pursue a Secondment Opportunity

Employees must seek approval from their line manager **before** pursuing a secondment opportunity (see Appendix 1 – Request for Line Manager Approval to Pursue a Secondment Opportunity). Managers must seriously consider all requests received and confirm their decision to the employee in writing, within 48 hours, by completing Section Two of the Request.

The following criteria should be used to judge the merits of each individual case in a fair and equitable way when approval to a secondment is being sought:

- that the secondment will provide clear evidence of personal and professional development for the individual;
- that the benefits to the organisation can be evidenced through improved individual and organisational performance;
- that the line manager has given due consideration to the impact of the secondment on service delivery and the need to cover the ensuing vacancy.

All parties must understand and agree the purpose and length of the secondment at the outset.

There may be a service or organisational requirement which leads to an application for release being declined. The line manager must provide feedback to the employee and confirm in writing the reasons why the secondment cannot be supported.

An employee who is dissatisfied with their Line Manager's decision not to support a request for secondment may appeal in writing to the next level of management, within 14 calendar days of being informed of the decision. The decision reached by the next level of management will be final and will be confirmed in writing to the employee within 14 calendar days of receipt of the appeal.

### **3.2 Length of Secondment**

A secondment will not usually last for more than 12 months. The duration will be formally agreed between the Substantive Manager, the Secondee and the Host Employer/Manager prior to commencement.

Secondments may be extended in exceptional circumstances by mutual agreement between the Substantive and Host Manager/Employer and the Secondee. Any extension will not last longer than 12 months.

If the secondment is for an apprenticeship which has been supported by the Trust's apprenticeship levy, the duration of the secondment will cover the full length of the apprenticeship, which may be longer than 12 months. The duration will be formally agreed between the Substantive Manager, the Secondee and the Host Employer/Manager prior to commencement.

### **3.3 Internal Secondments**

#### **3.3.1 Recruitment and Selection**

Internal secondment opportunities will be advertised within the Trust for employees to apply through their own volition. In such circumstances normal recruitment procedures will apply to promote open competition and fairness.

In exceptional circumstances, the organisation may design and initiate secondments in order to ensure business continuity. In such cases, individuals may be identified for a secondment because of their skill set and/or experience and as a consequence be approached personally by the Trust. However, the decision to take up the secondment opportunity will remain with the individual. In such cases the secondment should only be for a period of up to six months. If the secondment is to continue beyond six months then it should be advertised and the Secondee must then apply in the normal manner along with other applicants.

#### **3.3.2 Secondment becoming Permanent**

A secondment cannot be confirmed as permanent without a Secondee competing for a role through the Trust's recruitment and selection process.

#### **3.3.3 Terms and Conditions**

Generally, the terms and conditions of the Secondee's substantive role will apply for the duration of the secondment unless other arrangements are specifically identified and agreed by all parties.

### **3.3.4 Authorisation and Notification of Change (ANC) Forms**

The Host Manager, in conjunction with the Substantive Manager, must complete ANC forms at the start and end of the secondment (and to confirm any extension(s) to the secondment);

### **3.3.5 Salary**

If the secondment is on the same pay band as the Secondee's substantive post, there will be no change in salary.

If the secondment is on a higher pay band, the Secondee's salary will be set at the minimum of the higher pay band. If this results in no pay increase, the salary should be set at the first pay point in the pay band which would deliver a pay increase;

### **3.3.6 Incremental Date**

Where movement into a higher band results in only one extra pay point, the Secondee's incremental date will remain the same. Where temporary movement results in more than one extra pay point, the incremental date for the period of the temporary movement becomes the date the secondment began.

### **3.3.7 Reimbursement of Costs**

The full costs of an internal secondment will be incurred by the host department (unless the substantive and host managers have reached an alternative agreement regarding cost sharing).

This will include salary, on-costs, travel and training costs associated with the secondment.

The Host Manager and Substantive Manager are jointly responsible for informing the Finance Department of recharge arrangements.

### **3.3.8 Substantive Post**

The Secondee will have the right to return to their substantive post role on completion of an agreed secondment or, if this cannot be held open, an equivalent post on no less favourable terms and conditions. Substantive managers must ensure Secondees are engaged and consulted with in line with relevant Trust policies and procedures regarding any proposal that may affect their substantive role.

### **3.3.9 Mandatory Training**

The Secondee must attend all statutory and mandatory training relevant to the secondment. Once in post, objectives should be agreed between the Host Manager and the Secondee along with the identification of any training and development needs.

### **3.3.10 Professional Registration**

If the Secondee's substantive post requires them to be registered with a professional body and their secondment is to a post where such a requirement is not necessary, (e.g. a trained nurse being seconded to a corporate role), the Secondee must maintain their registration. This may require the Secondee to continue to practice clinically for short periods during the term of the secondment to assure registration. In the event of failure to maintain professional registration, the process outlined in the Trusts' Professional Registration Policy and associated procedures will apply.

### **3.3.11 Performance**

If, during the secondment period, capability performance or disciplinary issues occur, these will be dealt with by the Host Manager in conjunction with the Substantive Manager in accordance with the Trust's policies and procedures.

### **3.3.12 Maternity, Paternity, Adoption or Shared Parental Leave or Long Term Sickness Absence**

If, during the term of the secondment, the Secondee needs to take maternity, paternity, adoption or shared parental leave; or long term sickness absence, then the leave and replacement arrangements will be managed by the Host manager in conjunction with the Substantive Manager.

### **3.3.13 Keeping in Touch**

During the secondment it is important that the Secondee keeps in touch with their Substantive Manager so they can be made aware of any developments relevant to their substantive role. The frequency and method of contact should be mutually agreed prior to the secondment commencing.

## **3.4 External Secondments**

### **3.4.1 Reimbursement of Costs**

Trust employees may be seconded to an external organisation. The costs of the secondment will be met by the host organisation (unless parties have agreed alternative funding arrangements).

For practical purposes the employee will remain on the employing Trust's payroll with costs being reimbursed by the host organisation. This will include the cost of pension contributions and Employers NI contributions.

### **3.4.2 Policies and Terms and Conditions**

The terms and conditions of the Secondee's substantive role will apply for the duration of the secondment unless other arrangements are specifically identified and agreed by all parties.

Any changes to terms and conditions will only apply for the duration of the secondment and must be formalised in a Secondment Agreement (Appendix 2) between the Host organisation, the Trust and the Secondee.

During the Secondment period the Substantive Organisation's policies will apply. However, the host organisation should bring such issues to the attention of the substantive organisation and may be required to attend any interviews or meetings arranged under these procedures. The host manager may also act as a fact find /investigating officer.

### **3.4.3 Professional Registration**

If the Secondee is required to hold a Professional Registration for their substantive post with the Employer, they must maintain that Professional Registration whilst on secondment, If necessary the Secondee must make arrangements to undertake any clinical practice and/or fulfil any training or CPD requirements necessary for them to maintain that Professional Registration.

### **3.4.4 NHS Pension**

External secondments that relate to a period of employment outside the NHS would need to be considered and approved by the NHS Pensions Agency on an individual basis if an employee wishes the service to be regarded as continuous and reckonable for pension purposes. In such cases the employee should discuss the issue with the Trust's Pensions Manager before a secondment is agreed.

### **3.4.5 Keeping in Touch**

During the secondment it is important that the Secondee keeps in touch with their Substantive Manager so they can be made aware of any developments relevant to their substantive role. The frequency and method of contact should be mutually agreed prior to the secondment commencing.

### **3.4.6 Health and Safety**

Employees have a duty under the Health and Safety at Work Act to take reasonable care for the health and safety of themselves and of others who they come into contact with at work. Whilst seconded out of the organisation, employees must familiarise themselves with the host organisation's health and safety policies and any supporting documentation applicable to their area of work.

## **3.5 Early Termination of a Secondment**

A secondment can be terminated early by the Host Manager or Substantive Employer for express business reasons (e.g. unsuitability of the seconded employee or adverse effects on service delivery). This will involve the Host and Substantive Manager/Employer taking account of all the circumstances and affected parties and giving a minimum of four weeks' notice to end the secondment.

## **3.6 Secondments from other Organisations**

### **3.6.1 Recruitment and Selection**

The Trusts may offer secondments to employees from other organisations. Such secondment opportunities will usually be advertised and filled in line with the Trusts' Joint Recruitment and Selection Policy.

In exceptional circumstances, for example where it is necessary to maintain business continuity, or where the work is business critical, the Trusts may personally approach and offer a secondment to an employee of an external organisation who has been identified as having the required skills and experience to undertake the work on behalf of the Trusts.

A Secondment Agreement will be drawn up and signed by the Substantive Employer, the host Trust and the Secondee. For practical purposes, the Secondee will remain on the Substantive Employer's payroll, with costs being reimbursed by the host Trust, unless other arrangements have been agreed.

### **3.6.2 Terms and Conditions**

The terms and conditions of the Secondee's Employer will apply unless specifically agreed by all parties. Any changes to terms and conditions will only apply for the duration of the secondment and should be formalised in a secondment agreement between the Trusts, the Substantive Employer and the Secondee. It will be necessary for the Secondee to comply with the Trusts' policies, procedures and working practices applicable to the role to which they are seconded.

## **3.7 Return to Substantive Post**

At the end of a secondment, the Secondee should normally return to their original area of work. The Substantive Manager will arrange to meet with the Secondee, at least six weeks before the secondment is due to end, to discuss the practical arrangements for their return.

The Substantive Manager will confirm in writing to the Secondee no later than four weeks before the secondment ends the arrangements for returning to their substantive post.

## **3.8 Acting Up**

### **3.8.1 Short-term Cover of Higher Banded Posts**

Where short-term cover of a post is routinely required, e.g. to cover annual leave or sickness, it is expected that the identified deputy would provide cover for their immediate supervisor as part of their ongoing responsibilities. Where there is no suitable deputy and there are multiple qualified employees in the department who could cover the short term absence, this should be done on a rota basis, following expressions of interest where practical, to allow employees equal opportunity to gain experience.

Where employees cover for absences of less than four weeks, i.e. for a period of annual leave, or where the full duties of the higher band are not carried out, there will be no eligibility for the acting up payment.

### **3.8.2 Acting up Arrangements**

The period of acting up should not usually last longer than 6 months, or less than one month, except in instances of maternity leave, extended training or long term sickness absence, where a longer period may be known at the outset.

Employees can only act up to cover the absence of a substantive post holder of an established position within the existing structure, and only by agreement with the appropriate manager. For some roles, there may be a requirement for employees to undertake a new Disclosure and Barring Service (DBS) check prior to commencing in the acting up position, which would be paid for by the Trust.

An ANC form must be completed in order to action the Acting up arrangement. A clearly defined time limit should be identified for the acting up position. An ANC form for an acting up arrangement without an end date will not be accepted. Should the arrangement need to be extended beyond the agreed end date, this should be discussed with the HR department and a new ANC form completed to authorise the extension. Where a post requires cover for more than six months, it may be more appropriate to advertise the position as a secondment or fixed term contract.

If an employee declines an opportunity to act up, this will not prohibit them from being offered future acting up opportunities. Equally, employees who have acted up previously will not have an automatic entitlement to be appointed to future acting up positions.

### **3.8.3 Procedure for Acting up**

The line manager must advertise an acting up opportunity by liaising with Human Resources and the Recruitment team. All suitably qualified employees who apply will be considered fairly in line with the job description and person specification. Managers are responsible for ensuring acting up positions are communicated appropriately, co-ordinating expressions of interest and ensuring a fair process is applied and documented. All acting up positions will be confirmed in writing by the manager. A copy of this should be stored in the employee's personnel file and the manager should complete an ANC form.

Selection for an acting up position may be obvious if there is one single deputy within the department. Where this is the case, the deputy will automatically take up the position, assuming they are qualified to do so. If the deputy does not wish to take up the role, the manager may identify a suitable deputy from another ward/department. Alternatively, if there are several qualified members of staff who would be suitable for the role, they should be made aware of the opportunity and be allowed to submit an expression of interest. All suitable candidates will undertake an informal interview with the relevant line manager.

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Where two or more candidates meet the requirements of the role, the manager may choose to share the opportunity to gain experience at a higher grade. Where appropriate, this should be on a rota basis and cover a minimum of one month.

In exceptional circumstances or to maintain business continuity, a management decision may be taken to appoint somebody immediately into the acting up position. However, if this occurs, this should be for no longer than a period of 4 weeks and the normal process for appointing acting up positions should be running as a parallel process.

If at any point the acting up position becomes permanent, recruitment into this vacancy must follow the Trust's normal Recruitment and Selection process.

### **3.8.4 Payment for Acting up**

Payment for acting up periods should be in accordance with the NHS Terms and Conditions of Service Handbook, which identifies that pay should either be set at the minimum of the new pay band or, if this would result in no increase, then the first pay point in the band which would deliver an increase in pay (paragraph 6.19).

Where movement into a higher band results in only one extra pay point, the employee's incremental date will remain the same. Where temporary movement results in more than one extra pay point, the incremental date for the period of the temporary movement becomes the date the acting up position began.

If the employee is only undertaking part of the role during the acting up period, they may receive an incremental increase in their current band which is less than the first pay point of the higher banded post.

### **3.8.5 Ending the Acting up Arrangement**

The employee will return to their original post when the acting up position comes to an end, on their original terms and conditions of employment. Pay protection will not be applicable under these circumstances.

The Trusts reserve the right to end a period of acting up early by giving four weeks' notice to the employee, unless there are exceptional circumstances which require a shorter notice period. This decision will be confirmed in writing to the employee.

If the employee wishes to end a period of acting up early, they must give four weeks' notice in writing to their line manager. If there are exceptional circumstances where the employee wishes to leave the acting up position sooner, this must be discussed with the appropriate manager and followed up in writing.

## **4. TRAINING AND SUPPORT**

There is no specific training associated with this policy. Advice on application may be obtained from Human Resources.

## **5. PROCESS FOR MONITORING COMPLIANCE**

The process for monitoring compliance with the effectiveness of this policy is as follows:

Aspect being monitored	Monitoring Methodology	Reporting		
		Presented by	Committee	Frequency
Effectiveness in ensuring secondment opportunities are fair and equitable in meeting the needs of individuals and the organisation	Review number of appeals raised by employees; analyse and identify any required system improvements and feed into policy review	HRBP/HRA	Workforce and OD SMT	Annually

Wherever the above monitoring has identified deficiencies, the following must be in place:

- Action plan
- Progress of action plan monitored by the Workforce and OD SMT minutes
- Risks will be considered for inclusion in the appropriate risk registers

**6. REFERENCES:**

[NHS Terms and Conditions of Service Handbook](#)  
[Health and Safety Act](#)

**7. ASSOCIATED DOCUMENTATION:**

Joint Recruitment and Selection Policy and Equality and Diversity Policies for the respective Trusts.

**8. DUTIES (ROLES & RESPONSIBILITIES):****8.1 Chief Executive / Trust Board Responsibilities:**

The Chief Executive and Trust Board jointly have overall responsibility for the strategic and operational management of the Trust, including ensuring that Trust policies comply with all legal, statutory and good practice requirements.

**8.2 Executive Director Responsibilities:**

All policies have a designated Executive Director and it is their responsibility to be involved in the development and sign off of the policies, this should ensure that Trust policies meet statutory legislation and guidance where appropriate. They must ensure the policies are kept up to date by the relevant author and approved at the appropriate committee. The designated Executive Director for this policy is the Director of Workforce, OD and Communication.

**8.3 Managers' Responsibilities:**

Substantive Managers are responsible for:

- seriously considering and, where possible, supporting secondment requests which are mutually beneficial to the organisation and the individual;
- providing feedback and written confirmation of reasons when a secondment request cannot be supported;
- in conjunction with the Host Manager, drawing up a secondment agreement (for external secondments) formalising the terms and conditions of the secondment, including the proposed duration;
- in conjunction with the Host Manager, completing Employment Change Forms at the start and end of a secondment (for internal secondments);
- notifying Finance of any recharge arrangements;
- maintaining regular contact with Secondees and Host Managers, ensuring secondees are kept up to date with any departmental and/or organisational changes;

- de-briefing the employee upon their return to the department; providing refresher training and local induction as appropriate, ensuring all mandatory and statutory training and employment checks (as appropriate) are up to date.

Host Managers are responsible for:

- making secondment opportunities available in a fair and equitable way;
- drawing up a secondment agreement (for external secondments), in conjunction with the Secondee's Substantive Manager, formalising the terms and conditions of the secondment, including the proposed duration;
- in conjunction with the Substantive Manager, completing Employment Change Forms at the start and end of a secondment (for internal secondments);
- notifying their Finance Department of any recharge arrangements;
- arranging an appropriate local induction for the secondee; agreeing a personal development plan to address any identified learning needs and ensuring the secondee completes any statutory or mandatory training required for their role;
- regularly reviewing the secondee's performance and managing any attendance or conduct, or other employee relations issues, liaising with the Substantive Manager as necessary.

#### **8.4 Staff Responsibilities:**

- discussing their interest in a secondment opportunity with their line manager and seeking their approval **before** pursuing the opportunity;
- complying with the work practices and policies of the department or organisation to which they are seconded;
- informing the Host Manager of any specific needs or reasonable adjustments required to support their integration into the new workplace;
- maintaining regular contact with their Substantive Manager;
- on return to their substantive post, undertaking any required refresher training and local induction; ensuring all mandatory and statutory training and employment checks (as appropriate) are up to date;
- if their substantive role requires them to be professionally registered, ensuring they maintain their registration even if the secondment is to a post where a professional registration is not required.

## 8.5 Approving Committee Responsibilities: Joint Partnership Forum

The Chair of the approving committee, the Joint Partnership Forum, will ensure the policy approval is documented in the final section of the Checklist for Policy Changes. The committee will agree the approval of the final draft of the policy.

The WF and OD Senior Management Team are responsible for the monitoring of this policy.

## 9. ABBREVIATIONS / DEFINITION OF TERMS USED

ABBREVIATION	DEFINITION
ANC	Authorisation and Notification of Change
CPD	Continuous Professional Development
CPFT	Cumbria Partnership Foundation Trust
DBS	Disclosure and Barring Service
HRA	Human Resources Advisor
HRBP	Human Resources Business Partner
NCUH	North Cumbria University Hospitals Trust
OD	Organisational Development
SMT	Senior Management Team
WF	Work Force

TERM USED	DEFINITION
<b>Acting Up</b>	Where an employee temporarily covers the full duties of a higher banded post for a limited period of time, to cover sickness absence or until a vacancy is filled.
<b>Host Organisation/Manager</b>	The Organisation/Line Manager during the secondment.
<b>Secondee</b>	The employee taking up the secondment opportunity.
<b>Secondment</b>	The temporary movement or 'loan' of an employee to another part of the Trust (internal secondment), or to a separate organisation (external secondment).
<b>Substantive Organisation/Manager</b>	The Organisation/Line Manager prior to the secondment.

**APPENDIX 1: REQUEST FOR LINE MANAGER APPROVAL TO PURSUE A SECONDMENT OPPORTUNITY**

**SECTION ONE: TO BE COMPLETED BY THE EMPLOYEE**

**PERSONAL DETAILS** \* delete as appropriate

**Title:** Mr/Ms/Mrs/Miss/Dr\*

**Surname:** \_\_\_\_\_

**First Name(s):** \_\_\_\_\_

**Current Post:** \_\_\_\_\_ **Pay Band:** \_\_\_\_\_

**Full Time/Part Time\* Contracted Hours:** \_\_\_\_\_

**Care Group/Directorate:** \_\_\_\_\_

**Service/Ward/Department:** \_\_\_\_\_

**SECONDMENT OPPORTUNITY**

**Post Title:** \_\_\_\_\_ **Pay Band:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_

**Care Group/Directorate:** \_\_\_\_\_

**Service/Ward/Department:** \_\_\_\_\_

**Proposed duration of secondment:** \_\_\_\_\_

**Purpose of secondment:** \_\_\_\_\_

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**How is the secondment opportunity relevant to your work and how will it enhance your role and benefit the Trust?**

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**SECTION TWO: TO BE COMPLETED BY LINE MANAGER**

Please delete part A or B as appropriate:

A. I am pleased to support (insert Employee's name) \_\_\_\_\_  
in pursuing this secondment opportunity.

B. I regret I am unable to support (insert Employee's name) \_\_\_\_\_  
in pursuing this secondment opportunity for the following reason(s):

Line Manager \_\_\_\_\_

Line Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Line managers must ensure that:**

- (a) the original of this form is returned to the Employee.
- (b) a copy of this form is placed on the Employee's personal file.

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**APPENDIX 2: EXTERNAL SECONDMENT AGREEMENT:**

**THIS AGREEMENT** is made the *(date) (month) (year)*

**BETWEEN:**

1. **Cumbria Partnership NHS Foundation Trust OR North Cumbria University Hospitals NHS Trust** (the 'Employer') of: Voreda House, Penrith, CA11 7QQ OR The Cumberland Infirmary, Carlisle, CA2 7HY.
2. *(Name of Organisation)* (the 'Host') whose registered office is at *(insert address)*;
3. *(Name of Employee)* (the 'Secondee').

In this Agreement the masculine gender includes the feminine and the singular number includes the plural and vice versa;

**1. Secondment**

- 1.1 The Secondee will be seconded from the Employer to the Host in the role of *(Job Title)*, commencing *(date)*, until *(date)*.
- 1.2 Whilst seconded to the Host, the Secondee will be expected to adhere to the Host's policies and procedures (with the exception of those policies defined in section 5.1 below).
- 1.3 The Secondee shall continue to report to the Employer for all matters relating to his employment with the Employer, and commitments made on behalf of the Employer must be approved in advance by the Employer line management.

**2. Remuneration**

- 2.1 During the Secondment Period -
  - (a) The Secondee will remain on the Employer's payroll, under the Employer's terms and conditions.
  - (b) The Host will pay the Employer the following:
    - (i) Recharge based upon an annual salary of £( ) per annum.

Plus superannuation costs which is equivalent to 14% of the above salary per annum;

Plus the National Insurance contributions payable by the Employer in respect of the above salary

- 2.2 The Employer will invoice the Host, quarterly in arrears for this secondment. The Host shall reimburse to the Employer the costs as outlined above. Invoices should

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be addressed to *(insert details of Host's Finance dept.*

### **3. Expenses**

- 3.1 The Host shall refund to the Employer all reasonable travelling expenses incurred necessarily by the Secondee during the Secondment period.

### **4. Benefits of employment**

- 4.1 Throughout the secondment period the Secondee shall retain all benefits of employment including but not limited to holidays, sickness and superannuation.
- 4.2 On completion of the secondment the Secondee will be entitled to return to his substantive post, or if this is not possible, to an equivalent post on no less favourable terms and conditions of employment.

### **5. Trust Policies and Procedures**

- 5.1 During the Secondment period the Substantive Organisation's Policies and Procedures will apply. However, the host organisation should bring such issues to the attention of the substantive organisation and may be required to attend any interviews or meetings arranged under these provisions and the host manager may act as a fact find /investigating officer

### **6. Professional Registration**

- 6.1 If the Secondee is required to hold a Professional Registration for their substantive post with the Employer, they must maintain that Professional Registration whilst on secondment, If necessary the Secondee must make arrangements to undertake any clinical practice and/or fulfil any training or CPD requirements necessary for them to maintain that Professional Registration.

### **7. Termination**

- 7.1 Any party may terminate this arrangement by giving one month's notice in writing to the others.

### **8. Inventions and Intellectual Properties**

- 8.1 The parties agree that the rights to any inventions or other intellectual property made or created by the Secondee in the course of this secondment will belong to the Host and the rights to inventions or intellectual property made or created by the Secondee in the course of duties performed for the Employer will belong to the Employer.

### **9. Personal Indemnity**

- 9.1 The Host has Public Liability Insurance which will cover the Secondee against accidental injury while the Secondee is on the Host's premises, on the Host's business, or working for the benefit of the Host.

**10. Confidential Information**

10.1 The Secondee shall not during the secondment or at any time after its termination for any reason use, except for the authorised purposes of the Host, disclose to any person or persons whatsoever (except the officers of the Host or under the authority of the Host), any confidential information relating to the business or finances of the Host or any of their respective suppliers, agents, or customers/clients.

On behalf of the Host

**Signed:**..... **Date:** .....

**Print Name:** ..... **Job Title:** .....

On behalf of the Employer

**Signed:**..... **Date:** .....

**Print Name:** ..... **Job Title:** .....

I ACKNOWLEDGE RECEIPT OF MY TERMS OF SECONDMENT AND ACCEPT THE TERMS AND CONDITIONS SET OUT THEREIN.

**Signed:**..... **Date:** .....  
(Employee)

**Print Name:** ..... **Job Title:** .....

**All 3 parties should retain a signed copy of this Agreement. A copy must also be placed on the Employee’s Personal File.**

**The Substantive Manager must:**

- (1) complete an Employment Change Form and send it to their respective Human Resources department, to action the change to the Employee’s assignment on ESR;**
- (2) inform their respective Finance department of the recharge arrangements.**

**DOCUMENT CONTROL**

<b>Equality Impact Assessment Date</b>	25/03/2019
<b>Sub-Committee &amp; Approval Date</b>	Joint Partnership Forum – 03/04/2019

**History of previous published versions of this document:**

<b>Trust</b>	<b>Version</b>	<b>Ratified Date</b>	<b>Review Date</b>	<b>Date Published</b>
CPFT POL/004/ 032	4.0	01 June 2016	June 2018	23 June 2016

**Statement of changes made from previous version**

Version	Date	Section & Description of change
0.1	06/01/2019	<ul style="list-style-type: none"> <li>This is now a joint policy, adopted from the previous CPFT policy. There was no equivalent policy in NCUH.</li> <li>Format updated to the Joint Policy Template.</li> <li>Section 3.8 – Acting Up –new section not previously part of CPFT policy – based on practice in NCUH.</li> <li>Not included as part of this Joint Policy – Internal Secondment Agreement Appendix 2 of previous CPFT policy). Not used in practice therefore removed</li> </ul>
0.2	08/03/2019	<ul style="list-style-type: none"> <li>3.6.1 Recruitment and Selection New paragraph added; A Secondment Agreement will be drawn up and signed by the Substantive Employer, the host Trust and the Seconded. For practical purposes, the Seconded will remain on the Substantive Employer's payroll, with costs being reimbursed by the host Trust, unless other arrangements have been agreed.</li> <li>3.8.2 Acting up Arrangements New sentence added: <ul style="list-style-type: none"> <li>An ANC form must be completed in order to action the Acting up arrangement</li> </ul> </li> </ul>
0.3	22/03/2019	<ul style="list-style-type: none"> <li>Policy Title changed to "Secondment and Acting Up Policy"</li> <li>Key Requirements First sentence amended to read: A secondment will not usually last for more than 12 months, unless the secondment is for an apprenticeship which has been supported by the Trust's apprenticeship levy</li> <li>3.1 Approval to Pursue a Secondment Opportunity First paragraph amended to read:  Employees must seek approval from their line manager <b>before</b> pursuing a secondment opportunity (see Appendix 1 Request for Line Manager Approval to Pursue a Secondment Opportunity). Managers must seriously consider all requests received and confirm their decision to the employee in writing, within 48 hours, by completing Section Two of the Request.</li> <li>3.2 Length of Secondment New paragraph added: <ul style="list-style-type: none"> <li>If the secondment is for an apprenticeship which has been supported by the Trust's apprenticeship levy, the duration of the secondment will cover the full length of the apprenticeship, which may be longer than 12 months. The duration will be formally agreed between the Substantive Manager, the Seconded and the Host Employer/Manager prior to commencement</li> </ul> </li> </ul>

0.4	08/04/2019	<ul style="list-style-type: none"> <li>• Key Requirements</li> </ul> <p>First sentence amended to read:</p> <p>A secondment will not usually last for more than 12 months, unless the secondment is for an apprenticeship which has been supported by the Trust's apprenticeship levy.</p> <ul style="list-style-type: none"> <li>• 3.1 Approval to Pursue a Secondment Opportunity</li> </ul> <p>First paragraph amended to read:</p> <p>Employees must seek approval from their line manager <b>before</b> pursuing a secondment opportunity (see Appendix 1 – Request for Line Manager Approval to Pursue a Secondment Opportunity). Managers must seriously consider all requests received and confirm their decision to the employee in writing, within 48 hours, by completing Section Two of the Request.</p> <ul style="list-style-type: none"> <li>• 3.2 Length of Secondment</li> </ul> <p>New paragraph added:</p> <ul style="list-style-type: none"> <li>• If the secondment is for an apprenticeship which has been supported by the Trust's apprenticeship levy, the duration of the secondment will cover the full length of the apprenticeship, which may be longer than 12 months. The duration will be formally agreed between the Substantive Manager, the Seconded and the Host Employer/Manager prior to commencement</li> </ul>
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#### List of Stakeholders who have reviewed the document

Name	Job Title	Date
Sharon Harper Isla Edgar Christine Lightfoot	Associate Director of Workforce and Principal HR Business Partners (on behalf of Executive Director of Workforce & OD)	11/03/2019
Information Governance Team	Head of Information Governance/Data Protection Officer	11/03/2019
Clinical Care Groups	Head of Information Governance/Data Protection Officer	11/03/2019
Corporate Services	Heads of Service (for cascade to Line Managers )	11/03/2019
Staff Representatives	Joint Staff Chairs and Vice Chairs (for cascade to Staff Representatives)	11/03/2019