

Secondment - Policy

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Equality, Diversity And Human Right Statement	The Trust is committed to an environment that promotes equality and embraces diversity in its performance both as a service provider and employer. It will adhere to legal and performance requirements and will mainstream Equality, Diversity and Human Rights principles through its policies, procedures, service development and engagement processes. This procedure should be implemented with due regard to this commitment.		
To be read In conjunction with / Associated Documents:	Equality and Diversity Policy Acting Up Policy Agenda for Change, Terms and Conditions of Employment	Information Classification Label	<input type="checkbox"/> Unclassified
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Version number	Page	Changes made with rationale and impact on practice	Date
2	3	Additions made to purpose of policy	March 23
2	4	Policy on a page added	March 23
2	5	Addition to section 3.3 regarding managers being unable to support applications	March 23
2	6	Addition to section 3.4 regarding being employed for a minimum of 6 months	March 23

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1. Purpose

The aims and objectives of the policy are:

- 1.1 To establish a process against which secondment applications can be objectively measured for the purpose of achieving a balance between service delivery and development of staff.
- 1.2 To provide clear advice, support and guidance to managers and employees regarding their role in managing the secondment process and the subsequent management of processes related to said secondment.

2. Introduction

The Trust recognises the importance of secondments in creating a flexible and adaptable workforce, responsive to the modernisation agenda in the NHS. A secondment to another post within the local health economy offers individuals the opportunity to widen their personal and career development through the enhancement of clinical, managerial, professional, technical, and interpersonal skills in a different environment. The opportunity enables increased awareness of other sectors and fosters better relationships between organisations and with other departments in the Trust.

It is very important that the process of secondment be managed effectively and equitably, and the maximum benefits realised to both staff and to the Trust. The aim of the policy is to provide a clear understanding of the secondment process. Such clarity will enable adherence and equality for all.

This policy aims to support equality of opportunity for all staff and enable full access and inclusion to promote inclusive employment practice.

3. Policy Content

3.1 Definition of Terms

Secondment:	A career development opportunity, for a defined period of time, with specific organisational objectives, personal development plan and job description
Secondee:	The employee taking up the secondment opportunity
Seconding Manager:	The manager for the post prior to secondment
Host Employer:	The employer during the period of secondment
Internal Secondment:	Across Divisions / Care Groups / Departments or within the same department
External Outward:	From the Trust to an external organisation
External Inward:	From an external organisation to the Trust

3.2 General Principles

Secondment opportunities will be available for all staff, including part time staff.

Secondments will not be unreasonably refused, nor will they be forced upon staff. However, there may be instances where service or operational requirements may lead to applications being declined by managers.

All parties must understand and agree the purpose of the secondment at the outset and the implications of the move for career progression.

3.3 Recruitment and Selection for Secondments

Before a secondment opportunity is advertised the details of the role must be requested through the normal recruitment process, providing approval for the secondment from the relevant parties. The role will also be shared with employees on redeployment and to determine whether any suitable redeployee could fill the position. The Trust Safer Recruitment and Selection Policy must be adhered to for all posts.

All secondments will be advertised as normal on the Trust website through the Recruitment system Trac and if the role is to be advertised externally it will also be

placed on NHS Jobs, with a job description and person specification. All eligible candidates should be made aware of the secondment opportunity by the recruiting manager.

The matching of a secondee with a particular secondment opportunity must be treated by all parties in the same way as any other selection decision and all the basic principles of professional selection must apply.

Staff should seek support from their line manager prior to applying for a secondment. Managers should not unreasonably deny a request for a secondment but will need to consider the effect of the secondment on service provision and a decision can then be made about whether the employees existing role can be covered during the secondment and plans for how their duties will be covered can be considered. Staff have the right to have any requests for a secondment seriously considered, especially if identified as part of a personal development plan. If the manager is able to support the secondment, they will need to complete Appendix 4 or Appendix 5 in support of an application for a secondment.

If the line manager is unable to support the application, they should discuss this as soon as possible with the staff member. The staff member has the right to appeal their line managers decision. This appeal should be in writing, addressed to the next level of line management, within 14 days of written receipt of the original decision.

The appeal will be heard, and the outcome will be communicated in writing. There is no further right to appeal at this stage. If an employee feels that the policy has not been adhered to, then they have the right to invoke the grievance policy.

The scheme may not be available to those members of staff who have documented formal disciplinary warnings currently on their record or who are currently subject to any formal review of the Sickness Management Policy. Live warnings will remain live whilst a staff member is on secondment, internally or externally and appropriate management of this will continue under the policy. Advice in such cases should be sought from the appropriate Business HR representative.

3.4 Eligibility for Secondment

The employee may apply for any posts if they meet the person specification and are considered competent during the interview process.

The Trust will make every reasonable effort to support requests for secondments. However, managers have the right to refuse to allow a member of their staff to apply for a secondment. This may be for the following reasons:

- The manager does not feel that the employee would benefit from the proposed secondment.
- The difficulties that would be encountered by the home department as a result of the secondment outweigh the benefits; for example, if such specific skills are required for the role that it would be difficult to back fill the post for a short period of time.

Where a manager refuses a request for a secondment the reasons will be put in writing to the member of staff concerned. In circumstances where the staff member wishes to raise a grievance regarding the process the Grievance Policy should be referred to.

A member of staff must have been employed at the Trust for a minimum of 6 months before they are eligible to apply for a secondment opportunity.

3.5 Terms and Conditions

On accepting a secondment, the employee will commit to a minimum of three months in this post. Should the employee wish to terminate the secondment at any time, this may be done by giving one month's notice, subject to the three-month commitment being met.

If, at the end of the secondment period, the employee is successful in applying for a substantive post in the new department or organisation, they would be expected to return to their original role or organisation to work out their notice period. This is at the seconding manager's discretion.

When arranging secondments, all three parties must agree in writing the terms and conditions of the employment of the secondee, including such items as: pay and salary progression; (the rate for the job will apply from the outset and protection, where necessary, will apply). If the employee is on secondment, they will have the right to return to their old position unless organisational change has occurred. In cases such as this, the seconded staff member will be communicated with in line with the Workforce Change policy. These arrangements will be detailed in writing and must be signed before any secondment takes place.

The duration of the secondment will be for a maximum of 12 months in the first instance. The secondment arrangement will be reviewed prior to the end of the agreed secondment period and any adjustment to the secondment period will be made subject to the agreement of all parties involved.

In instances where the secondment is for a period of 2 years or more the department manager will be required to review their establishment to establish if the role should be made substantive. In these instances, the standard recruitment process will be applied.

3.6 Secondments to other NHS organisations

The Trust supports secondments to other NHS organisations. The employee will remain on the terms and conditions of Liverpool University Hospitals. Continuous service will be maintained, though day to day management will be delegated to the seconding organisation.

The relevant policies and procedures of the secondee's own organisation such as grievance and disciplinary procedures will continue to apply to the secondee. However, whilst on the premises of the external organisation the secondee must have regard for the relevant policies and procedures of that organisation which will apply during the period of the secondment e.g., health and safety. In these circumstances it

is the responsibility of the external organisation to make the secondee aware of the relevant policies and procedures.

3.7 Secondments Initiated by the Trust

In certain circumstances e.g., where there is a need for further development or a different working environment, there may be a requirement for the Trust to facilitate the secondment of an employee. In these circumstances the reason why it is necessary to make such arrangements will be discussed with the employee at the earliest opportunity. A facilitated secondment will only take place with the agreement of the employee.

3.8 Keeping in Contact

The seconding manager and secondee will have joint responsibility for maintaining contact during the course of the secondment. This is important for longer term secondments as changes in skills, working practices, cultures and new technology may occur. Keeping in contact should help to minimise the impact of any changes. Prior to the secondment the manager and employee should discuss and agree the most appropriate methods of maintaining contact. The frequency and ways of keeping in touch should be agreed between the employee and their substantive line manager in advance of the secondment.

3.9 Performance Issues

If during the seconded period, there are performance, disciplinary or grievance issues, these must be dealt with in accordance with Trust policy in conjunction with the manager of the area of secondment, the secondee and Human Resources. The responsibility does not lie with the seconding manager, although it is the responsibility of the seconding manager to highlight any performance problems in a reference/letter of support, prior to the recruitment and selection process for the secondment.

3.10 Continuity of employment

Time spent on secondment with another employer within or outside the NHS will not affect continuity of employment and associated terms and conditions.

3.11 Maternity and Sick Leave during the Secondment

If the secondment is for 12 months or less, and during that time the secondee needs to start maternity leave or long-term sick leave (greater than 4 weeks), then this must be picked up by the original seconding manager/employer. This will enable the secondment to be fulfilled by somebody else.

If the secondment is for longer than 12 months, then the host employer will have responsibility for the maternity/sick leave.

3.12 Reimbursement of Expenses

The employer and host employer must reach agreement regarding reimbursement of salary, travel, and other costs prior to the secondment. This must be included in the written confirmation letter.

3.13 Pay Arrangements

In outward secondments the Trust will continue to pay the employee for the duration of their secondment. Any increments and pay awards due will be made as normal. The Trust will claim the costs of this pay from the host organisation. The arrangements for recharge should build in the salary on costs and any increments/pay awards that will fall during the period of secondment. Departments should consider that the secondment fee will normally be subject to VAT which will increase the costs of inward secondments. The timing and method of reclaiming costs should be determined with the external organisation prior to the secondment being agreed but it is preferable that this is done on a quarterly basis.

In inward secondments, the successful candidate will continue to be paid by the seconding Trust and arrangements will be made for costs to be recharged as above.

3.14 Confidentiality

Any matters of a confidential nature, in particular information relating to the diagnosis and treatment of patients, individual staff and/or patients records, Trust sensitive information and terms must under no circumstances be divulged or passed on to any other unauthorised person or persons. The secondment may be terminated if confidentiality is breached. You will be asked to sign a confidentiality clause upon arrival at your secondment. This will be specific to secondments to other organisations.

3.15 Early termination of the Secondment

The seconding manager, host employer and employee have the right to terminate the agreement by mutual agreement with all parties.

This agreement will automatically terminate if the contract of employment is terminated for any reason before the expiry of the secondment period.

3.16 Managing the Return

In all secondment situations every effort will be made to put in place arrangements which will enable the member of staff to return to their substantive post with the Trust at the end of the secondment period. If for any reason it is not possible for the member of staff to return to their substantive post at the end of the secondment period suitable alternative employment will be sought for the staff member in accordance with Trust policies and procedures.

The return of the secondee to their original work or location must be planned in advance by all parties. Career counselling, and where relevant, updating the secondee on developments and on future career openings will be provided.

If, at the end of the seconded period there is an opportunity for it to be extended this must only be done with complete agreement from all parties involved, i.e., the original manager, the secondee and the host manager.

It is important that employees have the opportunity to practice new knowledge and skills gained on their secondment. This should be discussed with the host manager on their return and put into a future PDP. It is recommended that further evaluation takes place following the return of the secondee to their substantive role.

4. Exceptions

No exceptions.

5. Training

The Host Employer will be responsible for any training costs incurred as a requirement of the host organisation or relevant to the secondment position.

The secondee must attend and maintain all statutory and mandatory training relevant to the secondment position.

Once in post, objectives should be agreed between the manager and the secondee. These should be in PDP format following the Trust's Values and Behaviours, allowing identification of training needs.

Time will be given for the secondee to undertake training related with their original role for Continuing Professional Development.

6. Monitoring of Compliance

Minimum requirement to be monitored	Process for monitoring e.g., audit/ review of incidents/ performance management	Job title of individual(s) responsible for monitoring and developing action plan	Minimum frequency of monitoring	Name of committee responsible for review of results and action plan	Job title of individual/ committee responsible for monitoring implementation of action plan

7. Relevant Regulations, Standards and References

Employment Act 2002

Trade Union and Labour Relations (Consolidation) Act 1992

Data Protection Act 1998

7.1 Equality, Diversity and Human Right Statement

The Trust is committed to an environment that promotes equality and embraces diversity in its performance both as a service provider and employer. It will adhere to legal and performance requirements and will mainstream Equality, Diversity and Human Rights principles through its policies, procedures, service development and engagement processes. This SOP should be implemented with due regard to this commitment.

To ensure that the implementation of this policy does not have an adverse impact in response to the requirements of the Equality Act 2010 this policy has been screened for relevance during the policy development process and a full impact assessment conducted where necessary after appropriate consultation. The Trust will take remedial action when necessary to address any unexpected or unwarranted disparities and monitor workforce and employment practices to ensure that this policy is fairly implemented.

This policy and procedure can be made available in alternative formats on request including large print, braille, moon, audio cassette, and different languages. To arrange this please contact Business Human Resources in the first instance.

The Trust will endeavor to make reasonable adjustments to accommodate any employee with equality and diversity requirements in implementing this policy and procedure. This may include accessibility of meeting venues, providing translation, arranging an interpreter to attend meetings, extending policy timeframes to enable translation to be undertaken, or assistance with formulating any written statements.

8. Legal Requirements

This document meets legal and statutory requirements of the UK General Data Protection Regulation and all subsequent and prevailing legislation. It is consistent with the requirements of the NHS Executive set out in Information Security Management: NHS Code of Practice (2007) and builds upon the general requirements published by NHS Digital/Connecting for Health (CfH).

9. Appendices

9.1 Appendix 1: Equality Impact Assessment

Title	
Strategy/Policy/Standard Operating Procedure	
Service change (Inc. organisational change/QEP/ Business case/Project	
Completed by	
Date Completed	

Description <i>(provide a short overview of the principle aims/objectives of what is being proposed/changed/introduced and the impact of this to the organisation)</i>

Who will be affected <i>(Staff, patients, visitors, wider community including numbers?)</i>

The Equality Analysis template should be completed in the following circumstances:

- **Considering developing a new policy, strategy, function/service, or project (Inc. organisational change/Business case/ QEP Scheme).**
- **Reviewing or changing an existing policy, strategy, function/service, or project (Inc. organisational change/Business case/ QEP Scheme):**
 - If no or minor changes are made to any of the above and an EIA has already been completed, then a further EIA is not required, and the EIA review date should be set at the date for the next policy review.
 - If no or minor changes are made to any of the above and an EIA has NOT previously been completed, then a new EIA is required.
 - Where significant changes have been made that do affect the implementation or process then a new EIA is required.

Please note the results of this Equality Analysis will be published on the Trust website in accordance with the Equality Act 2010 duties for public sector organisations

Section 1 should be completed to analyse whether any aspect of your paper/policy has any impact (positive, negative, or neutral) on groups from any of the protected characteristics listed below.

When considering any potential impact, you should use available data to inform your analysis such as PALS/Complaints data, Patient or Staff satisfaction surveys, staff numbers and demographics, local consultations, or direct engagement activity. You should also consult available published research to support your analysis.

Section 1 – Initial analysis

Equality Group	Any potential impact? Positive, negative or neutral	Evidence <i>(For any positive or negative impact please provide a short commentary on how you have reached this conclusion)</i>
Age <i>(Consider any benefits or opportunities to advance equality as well as barriers across age ranges. This can include safeguarding consent, care of the elderly and child welfare)</i>		
Disability <i>(Consider any benefits or opportunities to advance equality as well as impact on attitudinal, physical, and social barriers)</i>		
Gender Reassignment <i>(Consider any benefits or opportunities to advance equality as well as any impact on transgender or transsexual people. This can include issues relating to privacy of data)</i>		
Marriage & Civil Partnership <i>(Consider any benefits or opportunities to advance equality as well as any barriers impacting on same sex couples)</i>		
Pregnancy & Maternity <i>(Consider any benefits or opportunities to advance equality as well as impact on working arrangements, part time or flexible working)</i>		
Race <i>(Consider any benefits or opportunities to advance equality as well as any barriers impacting on ethnic groups including language)</i>		

Religion or belief <i>(Consider any benefits or opportunities to advance equality as well as any barriers effecting people of different religions, belief, or no belief)</i>		
Sex <i>(Consider any benefits or opportunities to advance equality as well as any barriers relating to men and women e.g.: same sex accommodation)</i>		
Sexual Orientation <i>(Consider any benefits or opportunities to advance equality as well as barriers affecting heterosexual people as well as Lesbian, Gay, or Bisexual)</i>		

If you have identified any **positive** or **neutral** impact then no further action is required, you should submit this document with your paper/policy in accordance with the governance structure.

You should also send a copy of this document to the equality impact assessment email address

If you have identified any **negative** impact, you should consider whether you can make any changes immediately to minimise any risk. This should be clearly documented on your paper cover sheet/Project Initiation Documents/Business case/policy document detailing what the negative impact is and what changes have been or can be made.

If you have identified any negative impact that has a high risk of adversely affecting any groups defined as having a protected characteristic, then please continue to section 2.

Section 2 – Full analysis

If you have identified that there are potentially detrimental effects on certain protected groups, you need to consult with staff, representative bodies, local interest groups and customers that belong to these groups to analyse the effect of this impact and how it can be negated or minimised. There may also be published information available which will help with your analysis.

Is what you are proposing subject to the requirements of the Code of Practice on Consultation?	Y/N
Is what you are proposing subject to the requirements of the Trust's Workforce Change Policy?	Y/N
Who and how have you engaged to gather evidence to complete your full analysis? (List)	
What are the main outcomes of your engagement activity?	
What is your overall analysis based on your engagement activity?	

Section 3 – Action Plan

You should detail any actions arising from your full analysis in the following table: all actions should be added to the Risk Register for monitoring.

Action required	Lead name	Target date for completion	How will you measure outcomes

Following completion of the full analysis you should submit this document with your paper/policy in accordance with the governance structure.

You should also send a copy of this document to the equality impact assessment email address

Section 4 – Organisation Sign Off

Name and Designation	Signature	Date
Individual who reviewed the Analysis		
Chair of Board/Group approving/rejecting proposal		
Individual recording EA on central record		

9.2 Appendix 2: Roles and Responsibility

Role	Responsibility
Chief People Officer	The Chief People Officer is responsible for ensuring that this Policy is fully implemented and that there is a continuing commitment to the training of managers in the implementation of policies.
Host Managers	<p>Host managers are responsible for ensuring that they:</p> <ul style="list-style-type: none"> • Advertise all posts in line with the Trust’s Recruitment and Selection Policy. • Draw up a “secondment agreement”, together with Business HR, stating the terms and conditions of the secondment, and confirming the length of time. • Arrange that the employee attends all relevant statutory and mandatory training in line with the Trust Mandatory Training and Study Leave policies. • Make provision 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 seconding manager as necessary. • Inform the seconding 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.
Seconding Managers	<p>Seconding managers will ensure that they:</p> <ul style="list-style-type: none"> • Support wherever possible staff’s requests for secondments, where they will benefit the member of staff, and/or the organisation • Ensure that the secondment opportunity is linked to the employee’s PDP • Provide a full explanation of the reasons behind a rejection of an application for a secondment, should it be given. • Keep details of the secondment in the member of staff’s personal file, and within the personal development section of the personal electronic training database record. • Confirm in writing whether the employee will return to their original post. Should this not be possible then the written confirmation will outline the nature and

	<p>band of what that role could be. It is expected to be equivalent to their original post.</p> <ul style="list-style-type: none"> • Maintain regular contact with the employee and the host manager and notify the employee of any organisational change that would affect the employee's substantive post. • Maintain keeping in touch meetings with the secondee. Undertake a review of experience and development within three months of the secondee's return to their substantive role. • Manage, plan and discuss the secondee's return one month prior to the expected end of secondment.
<p>Staff</p>	<p>Staff who are applying for secondments are responsible for:</p> <ul style="list-style-type: none"> • Complying with the working practices and policies within the Trust and the department to which they are seconded. • Ensuring that they have completed any statutory and mandatory training relevant to their role, time will be given to undertake this. • Informing and engaging with the host manager regarding any specific needs or adjustments to support their integration into the new workplace. • Maintain keeping in touch meetings with their seconding manager and advise of any development. Ensure they maintain their professional registration if applicable whilst on secondment.
<p>Business Human Resources</p>	<p>Business Human Resources will:</p> <ul style="list-style-type: none"> • Support managers in drawing up secondment contracts between departments/organisations. • Provide support and advice to staff on any aspect of their employment, terms, and conditions of services. • Promote the policy and give general guidance and support to managers. • Promote consistency policy application across the Trust to achieve a balance between organisational requirements and individual needs.

9.3 Appendix 3: Internal Secondment Agreement

1. SECONDMENT AGREEMENT

This agreement outlines the secondment arrangements between _____ (the releasing department/area) and _____ (the receiving department/area) for the secondment of _____ (the employee) to the post of _____.

2. REMUNERATION

During the period of secondment, the remuneration and conditions of service of the employee will remain at a level equivalent to their substantive post and will continue to be paid by the releasing department/area throughout the period of secondment. The salary payable to the employee for the period of the secondment will be £_____ per annum subject to incremental and cost of living increases as appropriate. Salary will be re-charged to the receiving department/area through normal financial processes.

3. PERIOD OF SECONDMENT

Secondment start date: _____.

Secondment end date: _____.

Any extension to the secondment will require the express approval of both the releasing and receiving department/area, and the employee.

4. CONDITIONS OF SERVICE

During the period of the secondment, the employee will not be required to undertake any duties on behalf of the releasing department/area who equally cannot be held responsible, directly, or indirectly, for the performance of any duties undertaken on behalf of the receiving department/area.

5. DISCONTINUATION OF SECONDMENT

The Secondment can be terminated by the receiving or releasing department/area or the employee following consultation with the other parties concerned and by giving notice in writing. This notice period may be varied dependent on the length of the secondment and with the agreement of the parties concerned.

This agreement will automatically terminate if the contract of employment is terminated for any reason before the expiry of the secondment period.

6. SICKNESS AND HOLIDAY ALLOWANCE

The employee is entitled to ____ days annual leave per year as well as public holidays and statutory holidays. Pro rata annual leave accrued during the secondment must be taken during the secondment period. If it is impractical for the annual leave to be taken

during the secondment period, this term may be varied by mutual agreement of all parties.

The employee must obtain approval from his/her line manager at the receiving department/area in relation to taking any annual leave.

The employee will report any sickness absence to his/her line manager at the receiving department/area. The receiving department/area will be responsible for the management and cost of absence due to sickness.

7. INDUCTION, APPRAISAL AND TRAINING

The employee will receive an induction into the receiving department/area and the process will include matters associated with the relevant health and safety responsibilities.

The receiving department/area will undertake an appraisal and agree a personal development plan during the course of the secondment.

The receiving department/area will be responsible for ensuring compliance with mandatory training requirements and the cost of any training agreed to during the course of the secondment.

8. PERFORMANCE AND DISCIPLINE

Any disciplinary or capability issues which arise during the course of the secondment will be dealt by the receiving line manager in conjunction with the releasing line manager. Disciplinary or capability issues will be dealt with in accordance with the relevant Trust Policy.

In circumstances involving gross misconduct, the secondment may be terminated without notice.

9. TRANSFER AND SUBCONTRACTING

In circumstances where either the employee's role with the releasing department/area or the service at the receiving department/area in which the employee performs their seconded duties transfers to an alternative employer, the employee will, where appropriate, be subject to protection under the Transfer of Undertakings (Protection of Employment) Regulations 2006. The appropriateness or otherwise of the continuation of the secondment agreement in such circumstances will be agreed between, all parties concerned

Signed: _____ Date: _____

Title: _____

Seconded

Signed: _____ Date: _____

Title: _____

Host Manager (On behalf of the releasing department/area)

Signed: _____ Date: _____

Title: _____

Email: _____

Host Finance

Signed: _____ Date: _____

Title: _____

Seconding Manager Signature

9.4 Appendix 4: External Secondment Agreement

1. SECONDMENT AGREEMENT

This agreement outlines the secondment arrangements between Liverpool University Hospitals NHS Foundation Trust (the Substantive Employer) and _____ (the Host Employer) for the secondment of _____ (the employee) to the post of _____.

2. REMUNERATION

During the period of secondment, the remuneration and conditions of service of the employee will remain at a level equivalent to their substantive post.

The salary payable to the employee for the period of the secondment will be £ _____ per annum, subject to any increases agreed between the Host Employer and the employee.

The salary payable to the employee during the period of the secondment together with associated on-costs and reasonable expenses, will be charged to the Host Employer by Liverpool University Hospitals NHS Foundation Trust, which will be reimbursed via _____ process.

Any increments or pay increases falling within the period of secondment will be charged to the Host Employer.

3. PERIOD OF SECONDMENT

Secondment start date: _____.

Secondment end date: _____.

Any extension to the secondment will require the express approval of the Host Employer, the employee, and Liverpool University Hospitals NHS Foundation Trust

4. CONDITIONS OF SERVICE

During the period of the secondment, the employee will not be required to undertake any duties on behalf of the Liverpool University Hospitals NHS Foundation Trust, who equally cannot be held responsible, directly, or indirectly, for the performance of any duties undertaken on behalf of the Host Employer. Trust expressly does not accept vicarious liability for the employee in matters relating to performance of his/her role during the period of secondment.

Throughout the period of secondment, the contract of employment will remain between the employee and Liverpool University Hospitals NHS Foundation Trust who reserve the right to vary or terminate that contract as required.

Continuity of employment with Liverpool University Hospitals NHS Foundation Trust will be maintained during the period of secondment.

5. DISCONTINUATION OF SECONDMENT

The Secondment can be terminated by the receiving or releasing department/area or the employee following consultation with the other parties concerned and by giving three months' notice in writing. This notice period may be varied dependent on the length of the secondment and with the agreement of the parties concerned

This agreement will automatically terminate if the contract of employment is terminated for any reason by Liverpool University Hospitals NHS Foundation Trust before the expiry of the secondment period.

If a redundancy situation arises the Host Employer will be liable for a proportion of the redundancy cost. Appropriate levels of contribution to redundancy costs will be agreed between Liverpool University Hospitals NHS Foundation Trust and the Host employer at the appropriate time.

6. SICKNESS AND HOLIDAY ALLOWANCE

The employee is entitled to ____ days annual leave per year as well as public holidays and statutory holidays. Pro rata annual leave accrued during the secondment must be taken during the secondment period. If it is impractical for the annual leave to be taken during the secondment period all parties to this agreement must agree to any variation of this term.

The employee is to seek approval from his/her line manager at the Host Employer in relation to taking any annual leave.

The employee will report any sickness absence to his/her line manager at the Host Employer, who will keep Liverpool University Hospitals NHS Foundation Trust informed of sickness absence.

7. ABSENCE MANAGEMENT

Any action in relation to periods of long-term sickness absence or short-term persistent sickness absence management will be dealt with under Liverpool University Hospitals NHS Foundation Trust Attendance Management Policy with the assistance of the employee's direct manager at the Host Employer.

The Host Employer will be responsible for the cost of absence due to sickness. These costs will be recharged through normal payroll processes.

8. PERFORMANCE REPORTS

When requested, the Host Employer will provide Liverpool University Hospitals NHS Foundation Trust with a report on the performance of the employee in the secondment role.

9. TRAINING

The Host Employer will be responsible for any training costs incurred as a requirement of the host organisation or relevant to the secondment position.

Any training relevant to the personal development of the employee must be approved and authorised by Liverpool University Hospitals NHS Foundation Trust prior to any commitment to undertake any such training being undertaken.

10. SUPERVISION, PERFORMANCE AND DISCIPLINE

During the course of the secondment. The Host Employer will determine the reporting responsibility of the employee.

If the employee fails to achieve or maintain effective standards of job performance during the course of the secondment the matter will be dealt with in accordance with Liverpool University Hospitals NHS Foundation Trust Capability Policy or the Procedure for Handling Concerns About the Conduct, Performance and Health of Medical Staff.

All matters of discipline will remain within the remit of Liverpool University Hospitals NHS Foundation Trust. If the Host Employer consider that any disciplinary action is necessary, this must be discussed with the Clinical Business Manager/Head of Department of the employee at Liverpool University Hospitals NHS Foundation Trust and be in accordance with Liverpool University Hospitals NHS Foundation Trust Policy for Dealing with Personal/Professional Conduct or Procedure for Handling Concerns About the Conduct, Performance and Health of Medical Staff. The Host Employer will assist and co-operate with Liverpool University Hospitals NHS Foundation Trust in the conduct of any disciplinary investigations and proceedings against the employee and shall make available documents, statements and other evidence as required by Liverpool University Hospitals NHS Foundation Trust.

In circumstances involving gross misconduct, the secondment may be terminated without notice.

11. TRANSFER AND SUBCONTRACTING

In circumstances where either the service in which the employee is employed at Liverpool University Hospitals NHS Foundation Trust or the service at the Host Employer in which the employee performs their duties transfers to an alternative employer, the employee will, where appropriate, be subject to protection under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

The appropriateness or otherwise of the continuation of the secondment agreement in such circumstances will be agreed between Liverpool University Hospitals NHS Foundation Trust, the employee, and the Host Employer.

12. INDEMNITY

It is agreed between Liverpool University Hospitals NHS Foundation Trust and the Host Employer that each shall indemnify the other and its staff against all and any liability in respect of any injury to any person or damage to personal property where this is caused as a direct result of the negligence of the relevant party or any of the relevant party's staff.

Signed: _____ Date: _____

Title: _____

Seconded

Signed: _____ Date: _____

Title: _____

Host Manager (On behalf of the releasing department/area)

Signed: _____ Date: _____

Title: _____

Email: _____

Host Finance

Signed: _____ Date: _____

Title: _____

On behalf of the Host Employer