

SECONDMENT AND ACTING-UP POLICY AND PROCEDURES (EXCLUDING TRAINING SECONDMENTS)

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Consultation Groups	Directors, Line Managers, HR Staff, Trade Union Representatives
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Services	Applicable
Trustwide	√
Mental Health and LD	
Community Health Services	

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1. INTRODUCTION

- 1.1 East London NHS Foundation Trust (hereinafter referred to as the 'Trust') is continually reviewing how it can develop and enhance the skills of its employees and recognises the need for individuals provide temporary cover for vacant posts or posts which need to be covered for a limited duration.
- 1.2 We know that our people make the difference between an excellent and a failing service. The Trust aims not only to retain its employees but also to develop their competencies to enable us to provide a professional service to our clients. It is not always possible to fully develop an individual's skills and competencies within their normal place of work. We therefore see secondments and acting up as a tool which will enable us to achieve this aim and also enhance organisational development and provide the individual with valuable experience.
- 1.3 In accordance with the Recruitment and Selection Policy all posts including secondments and acting-up will be advertised.

2. PURPOSE

- 2.1 This policy aims provide an accountable and transparent framework to ensure that secondment and acting up opportunities are equitable, fair and effective in meeting the needs of the individual and the Trust.

3. EQUALITY STATEMENT

- 3.1 The Trust is committed to equality and diversity. In applying this policy, recruiting managers, employees and their representatives will have regards to the principles and requirements of the Trust Equality Impact Assessment. As a result the implementation of this policy and its impact will be monitored and reported regularly.
- 3.2 Recruiting managers will not discriminate in the application of this policy as defined within the Equality Act 2010 and not contravene the prohibited conduct contained within this.

4. SCOPE OF POLICY

- 4.1 The policy applies to all substantive staff employed by the Trust.
- 4.2 This policy excludes staff on training secondments, please refer to the Learning and Development Policy for more information.
- 4.3 Secondment opportunities (internal and external) are open to staff employed on a permanent contract.
- 4.4 The Trust actively encourages individuals to have opportunities to undertake secondments and will aim to ensure that all staff who wish to undertake a secondment will have the appropriate support in doing so. However, release of an individual by their line manager to undertake a secondment must be weighed up against the needs of the service and in some instances an individual's secondment to another post may not be possible.

5. DEFINITIONS

- 5.1 A **secondment** is defined as: 'The temporary transfer of an employee to another post, service or organisation for a specific purpose and period of time to the mutual benefit of all parties.

5.1.1 An **internal secondment** means a secondment to a post within the Trust, for example, a different department or team.

5.1.2 An **external secondment** means a secondment to a post in a different organisation outside of the management of the Trust (within the NHS or another organisation)

- 5.2 A **host organisation** is an organisation where an employee is based during the period of external secondment.

- 5.3 **Acting Up** refers to a situation when an individual assumes the full duties and responsibilities of another member of staff at a higher grade for a limited time.

6. ACTING UP APPOINTMENTS

- 6.1 Acting up appointments can be used when a substantive employee is required to assume the full duties and responsibilities of a higher band post for a limited time. Examples may include:

- Temporarily covering a post until a substantive appointment can be made; this should not exceed 6 months unless in exceptional circumstances.
- To undertake short term projects which require the member of staff to assume roles and responsibilities which are more appropriately graded and remunerated at a higher level.

- 6.2 Acting-up does not occur when the staff occupying the higher paid job is absent for short periods of less than one month.

7. SECONDMENT APPOINTMENTS

- 7.1 Secondments can be either internal (within the Trust) or external (with another Trust or organisation) and can be project based or a study visit and can be for a short term or part time period. In case of the latter, this might vary from one or two days a week to one week in every month or as agreed.

- 7.2 Secondments should be arranged for 3 months to a maximum of 1 year.

- 7.3 An internal secondment is the temporary transfer of an employee to another post or service within the Trust. This is a valuable way of providing developmental opportunities whilst still retaining the individual within the Trust. It is also an effective way of resourcing short term internal assignments.

- 7.4 An external secondment is the temporary transfer of an employee to another NHS Trust or organisation outside of the management of the Trust. Usually, within the terms of an external secondment agreement the Trust:

- Will continue to be the 'employer' whilst the organisation to which the employee has been seconded will become the 'host organisation'.
- May continue to pay the employees salary (this will usually be reimbursed by the 'host organisation').
- Will ensure that the employee retains all their existing terms and conditions including continuous service entitlements and any incremental pay rises.
- Will allow the employee to return to their substantive post when the secondment draws to an end or a post similar in grade or duties.
- Will ensure that the secondee is kept informed of any structural changes or developments that may arise during the secondment that may affect the secondee.

8 LENGTH OF SECONDMENT AND ACTING UP

- 8.1 A secondment will not usually last more than 12 months. Where the period is known to be longer than 12 months at the start of the secondment the Service Director will consider and may approve the secondment agreement. In this instance, the secondment will not be extended beyond 2 years.
- 8.2 The commencement date will be agreed with the line manager, the employee and the line manager with the responsibility for the secondment within the host department or organisation (host manager).
- 8.3 Secondments can be extended beyond 12 months with the agreement of the Service Director and host manager, up to a maximum of 2 years. The host manager should discuss with their Locality HR Department at least 8 weeks before the end of the secondment whether the secondment post still exists and whether a permanent or fixed term contract would be more appropriate.
- 8.4 If the secondment exceeds 12 months' duration, the home manager will seek to recruit substantively to the post. The Trust will make every effort to find a suitable position within the Trust, for a maximum of 3 months.
- 8.5 A period of acting-up should not exceed six months. If after six months the acting-up period needs to be extended, then the recruiting manager should discuss an extension with the Human Resources Manager. The total acting up period should not exceed one year.
- 8.6 The proposed extension can include a variety of reasons the list below is not exhaustive:
- The acting –up extension is to cover a notice period on behalf of the successful applicant of the vacant position.
 - The planned return of the substantive post holder has been unavoidable delayed.
 - The ward/ department/ service area is undergoing organisational change and it would not be appropriate to recruit substantively until the change process is completed.
- 8.7 If an acting-up opportunity is likely to be for a period of longer than over 6 months then the position should be advertised as a Fixed Term Contract/Secondment in accordance to the Trust's Recruitment & Selection Policy.

- 8.8 The Human Resources Department will be responsible for ensuring that the length of time for acting-up is applied as stated above ensuring the process in keeping records of all acting up posts is monitored regularly.

9. ADVERTISING & SELECTION

- 9.1 Once a vacant position arises the recruiting manager, following discussions with the Human Resources Department, may wish to consider:

- redistributing the duties;
- advertising the vacancy as a fixed term post or secondment opportunity;
- looking for an appropriate member of staff to act-up into the post by undertaking an expression of interest exercise and interview process;
- appointing a temporary employee through bank;
- In exceptional circumstances agencies can be approached however this must be authorised by the Service Director.

- 9.2 In order to ensure that the 'acting-up' or secondment process is completed consistently, fairly and with due regard to equal opportunities, the internal secondment or the acting-up opportunity must be advertised in accordance to the Trust's Recruitment and Selection Policy.

Acting Up Appointments:

- 9.3 In cases where it may not be appropriate to undertake an internal advertisement process as set out in the Trust's Recruitment and Selection policy. In this instance the recruiting manager should ensure that the following steps are undertaken:

- Where there is one designated deputy for the post, that individual should be asked to 'act-up' into the position, ensuring that they are qualified to do so.
- In the case of there being more than one potential candidate within the team the recruiting manager should discuss the issue with the Human Resources Department and as a minimum the recruiting manager should ensure that all potential candidates are contacted in writing to make them aware of the opportunity to act-up into the position. The recruiting manager should request that candidates complete an application form or letter of application and organise an interview with a minimum of 3 interview panel members (in accordance with the Trust's Recruitment & Selection Policy);
- Where there are no potential candidates within the team or after an unsuccessful expression of interest exercise, the opportunity should be advertised internally on TRAC as a fixed term contract or a secondment.
- Recruiting managers may also wish to give consideration to the period being covered by several employees in turn if practicable, to share the opportunity to gain experience.

9.4 Once an individual(s) has been selected to act-up, the recruiting manager should complete a Staff Change form. The recruiting manager will then confirm the appointment details of the acting-up arrangements to the individual in writing:

- Start date
- Reason for the acting-up
- Expected end date of the acting-up
- Payment of acting-up allowance, if applicable

Refer to Appendix A for further information.

Internal Secondments:

9.5 The secondment period will not normally last beyond one year. If the secondment is extended beyond one year or is advertised for a longer period than one year thought should be given to whether the post may be needed on a permanent basis.

9.6 Should there be a requirement for the secondment to be extended beyond one year and there is no need for the post to be advertised on a permanent basis the recruiting manager will seek advice from the Locality HR department. It is essential that an appropriate review is carried out to ensure that the secondment is continuing to achieve what it was originally set out to achieve.

9.7 The scheme must not be used as a means of moving out “problem” employees. The Trust has existing policies to address such issues. Please refer to the Trust’s Staff Performance and Capability Policy and the Disciplinary Policy and Procedure for further guidance in this area.

9.8 The following process is suggested when seconding an employee within the Trust:

- Identify posts which can be targeted for secondment and the duration of secondment period.
- Advertise the secondment opportunities using the internal vacancy feature of TRAC Jobs and stating the secondment criteria.
- Ask interested people to complete an application form or statement outlining their skills and abilities.
- Ensure that the Trusts Recruitment and Selection Procedure is followed throughout the recruitment and selection stages. Ensure that all relevant parties are kept involved and informed throughout the secondment process including Human Resources and the manager of the individual being seconded.

9.9 Once an internal secondment has been agreed, the recruiting manager should complete a Staff Change form. Locality Human Resources will then confirm the appointment details of the secondment arrangements to the individual in writing. Refer to Appendix B for further information.

9.10 If at the end of the secondment period there is a need to establish the post as a permanent position and the seconded employee would like to take up this position on

a permanent basis the post should be advertised under the Trust's Recruitment and Selection Procedure clearly stating that this is a permanent post. The secondee would then need to apply for this position following the Trust's usual recruitment and selection procedures.

External Secondments:

- 9.11 Trust Employees may be seconded to an external organisation. Employees wishing to apply for an external secondment should approach their manager to inform them of their desire to do so at the earliest opportunity. There is no automatic right to approval to release an employee for secondment and the Trust reserves the right to refuse such a request where it would be deemed detrimental to the service.
- 9.12 The cost of the secondment will be met by the host organisation unless parties have agreed alternative funding arrangements.
- 9.13 For practical purposes the employee will remain on the Trust's payroll with costs being reimbursed by the host organisation. This will include pension contributions.
- 9.14 The terms and conditions of the Trust will apply for the duration of the secondment unless other arrangements are specifically identified and agreed by all parties.
- 9.15 Any changes to terms and conditions will only apply for the duration of the secondment and must be outlined in a secondment agreement. Please refer to Appendix C.
- 9.16 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 service and reckonable service for pension purposes. In such cases the employee should discuss the issue with NHS Pensions before the secondment is agreed.

10. TERMS AND CONDITIONS DURING EXTERNAL SECONDMENT

- 10.1 It is important that the secondees line manager maintains regular contact with the secondee and the Trust's service manager or the host manager/organisation. The frequency of contact will depend on the duration of the secondment.
- 10.2 The following guidelines may be useful:
 - Inviting the secondee back to quarterly meetings at the original place of work.
 - Arrange meetings for all current secondees to compare notes and raise any concerns or issues. This will be the responsibility of the host manager.
 - Circulate internal newsletters etc.
- 10.3 The seconding department should agree with the host department who will have responsibility for any expenses incurred.
- 10.4 Conditions for lease car users during period of secondments will be the same. However, it must be agreed who will pay the employer subsidy.
- 10.5 Reimbursement of travelling expenses should only be made if the difference from the secondees normal place of work to that of the host organisation is excessive. It is not necessary to reimburse normal travel costs to and from work.
- 10.6 Where employees are seconded to external organisations, the secondees line

manager should agree terms and conditions which ensure that:

- Annual leave entitlement will usually remain unchanged where the level of the post remains the same during the period of secondment. This will need to be negotiated.
- Where individuals are seconded to higher level posts their annual leave entitlement should reflect the level of the posts.

10.7 The seconded has a responsibility for notifying both their line manager and the host manager of any pre-arranged leave which may affect the secondment programme.

10.8 Seconded wishing to terminate their employment with their employer i.e. East London NHS Foundation Trust during the period of secondment, should give notice as required by their permanent contract of employment.

11 PERFORMANCE & ATTENDANCE

11.1 The recruiting manager is responsible for ensuring that the successful candidate is properly inducted into the new post and ensure regular clinical/ management supervision is in place to support the employee in their new role.

11.2 In instances where performance is an issue advice should be sought from Human Resources. These concerns should then be discussed with the member of staff before a decision is made to discontinue the secondment or acting-up arrangement or decision should be made to manage the employee in accordance to the Trust's Staff Performance & Capability policy.

11.3 Where there have been concerns or issues identified and action plan will be put in place to improve the situation. Where no positive improvement can be made, arrangements should be made to terminate the arrangement in a positive way. There should be a minimum of four weeks to end the secondment or acting up arrangement.

11.4 In cases where attendance is an issue, advice should be sought from Human Resources and discussed with the member of staff. In some circumstances it may be appropriate to consider whether or not it is viable for the acting-up post to continue e.g. in cases of long-term sickness.

11.5 All acting-up appointments will be subject to a formal review after 3 months in post, followed by quarterly review meetings thereafter dependent on the length of the appointment. A review meeting will be arranged and a date agreed upon successful appointment. The meeting will be held between the responsible manager and employee in the acting-up post.

12 STAFF APPRAISAL

12.1 If the appraisal cycle falls whilst the employee in Acting-Up positions, the appraisal will be undertaken by the appropriate manager in line with the Trust's Appraisal Procedure. The objectives and PDP should take into consideration the substantive post the employee will be returning to after the Acting Up positions.

12.2 For secondments that are expected to last more than a year the home manager will need to ensure that the host manager undertakes the appraisal.

12.3 For an individual who has been seconded outside of the organisation the home manager should try to establish if the Trust's Appraisal process can still be applied. If this is not possible the home manager should try to ensure that the appraisal process used at the host organisation and information obtained throughout this process can be linked into the Trust's procedures. For example:

- Provide previous PDP
- Discuss the completion of the appraisal documentation with the host.
- Establish whether the host department has the structure and potential to undertake the Appraisal.

12.4 Where difficulties are perceived, the seconding department may have to complete the report themselves asking the host department for comments or a narrative assessment.

13. ENDING SECONDMENT AND ACTING-UP APPOINTMENTS

13.1 At the end of the period of the secondment or acting up the employee will return to his/her substantive or agreed post with the agreed/ same terms and conditions of service.

13.2 The Trust reserves the right to end any acting up arrangements with immediate effect in exceptional circumstances (e.g. if the immediate health and safety of staff, service users or the public are placed at risk if the acting up appointment was to continue). This will be done in accordance with the Trust's disciplinary and capability policies.

13.3 To ensure smooth transition for employees who are returning from external secondments, the seconding departments must ensure that secondees are made aware of any changes in the organisation that may have taken place throughout the course of the secondment period. In addition, the secondee must report back any developments they have gained as a part of the secondment. This can be achieved by:

- Arranging regular meetings with the line manager and colleagues.
- Meeting before the secondment ends to programme the individual's return.
- Set and agree targets taking into account the skills developed.
- Providing the seconded employee with an induction back into the workplace.

13.4 Confirmation of the ending of the secondment or acting up positions will be sent in writing to the employee 8 weeks prior to the end date.

14. ORGANISATIONAL CHANGE AFFECTING THE SUBSTANTIVE POST

14.1 If the employee's substantive post is affected by an organisation change process whilst on secondment or acting up, this will be managed in accordance with the Trust's Management of Staff Affected by Change Policy and Procedure. The employee will be kept informed, be involved in formal consultation, and treated as if they were at work in their substantive post.

14.2 If following the consultation process, the substantive role ceases, the Trust will

endeavour to seek suitable alternative employment for the individual based on the band of the substantive post.

15. GUIDELINES FOR PAY

Acting-Up Positions:

- 15.1 In accordance with the Agenda for Change NHS Terms and Conditions, pay should be set either at the minimum of the new pay band or, if this would result in no pay increase the first pay point in the band which would deliver an increase in and the incremental date stays the same.
- 15.2 In certain circumstances remuneration for the acting-up post will vary, this is dependent on the following instances:
- As part of an agreed development plan (Personal Development Plan), acting-up may be considered as an appropriate development area for members of staff, which will not warrant a financial reward. This will usually occur when full responsibilities are not fully undertaken, e.g. when taking the lead on a particular area of the role.
 - It may be agreed that the individual may be acting-up into a post which is not on Agenda for Change e.g.; director level post. In such circumstances, the pay for this would be agreed as appropriate by the Remuneration Sub Committee or by the Chief Executive.
- 15.3 In instances where the acting-up pay equates to only one extra pay point within their substantive pay band, the increment date stays the same. However where the change involves more than one pay point above their substantive pay band, the increment date for the period of the temporary movement becomes the date that the acting-up began.
- 15.4 On reverting back to the substantive post the employee will revert back to their substantive pay point except where an increment would have occurred on the scale; in this case any incremental progression will be applied as usual.

Secondment Positions:

- 15.5 Internal Secondments:
Where individuals are seconded to higher level roles, they will receive the higher rate and any enhancements for the role they are undertaking for the duration of the secondment period.
- 15.6 External Secondments:
- Prior to the start of secondment the seconding organisation must agree who will be responsible for the secondees terms and conditions of employment in relation to pay, annual leave, car mileage and any incidental expenses which a seconded may incur during the period of secondment.
 - Managers must ensure that secondees are not unfairly under compensated for the period of time that they are away from the Trust. Where the host organisation is not prepared to pay these costs, but the secondment is seen as an important

career development opportunity, provision should be made from within the service area.

16. SUBSEQUENT PROMOTION FOLLOWING THE SECONDMENT OR ACTING-UP PERIOD

- 16.1 A period of secondment or acting-up will not result in an individual automatically moving into the post substantively. Following the appropriate reviews should the post become permanent or fixed term it will be advertised in line with the Trust's Recruitment and Selection Policy.
- 16.2 If there is a subsequent promotion to the higher grade the individual's period of paid acting service or experience in a higher banded secondment is taken into account to determine the incremental date and point of entry to the higher scale. The manager will do this in consultation with the locality HR Manager.

Appendix A

ACTING-UP APPOINTMENT/ VARIATION TO CONTRACT TEMPLATE

<Dept Name>

<Address line 1>

<Address line 2>

<Address line 3>

<Postcode>

Telephone: 020 XXXX XXXX

Fax: 020 XXXX XXXX

Email: 1stname.2ndname@nhs.net

Website: <http://www.elft.nhs.uk>

[Date]

Dear

Re: Acting Up to [POST] – Temporary variation to terms and conditions of employment

Further your recent interview, I am pleased to be able to offer you the opportunity to act up to the post of **[POST, Band x]** with effect from **[date]**. The acting up period will end on **[end date]**.

A job description for this role is attached.

The terms and conditions of this post are as follows:

Hours: XXX

Work Base: XXX

Band: XXX

Basic Salary: XXX

High Cost Area Supplement: XXX

Inclusive Salary: XXX

Reporting to: XXX

At the end of the acting up period you will return to your substantive post of **[job title]**, band **X**.

All other terms and conditions of employment remain the same and your continuity of employment will not be affected.

Please could you sign both copies of this letter to indicate your acceptance of the acting up opportunity, returning one copy to Human Resources Department and retaining the other for your records by **[Date]**.

Should you wish to discuss the contents of this letter please do not hesitate to contact me.

Yours sincerely

Name
Job Title

cc: **XXX**, HR Advisor

I confirm that I have read and accepted the temporary changes to my terms and conditions of employment as set out above.

Name

Date

Signature

Appendix B

INTERNAL SECONDMENT APPOINTMENT/ VARIATION TO CONTRACT TEMPLATE

Private & Confidential

Name

Address

<Dept Name>
<Address line 1>
<Address line 2>
<Address line 3>
<Postcode>

Telephone: 020 XXXX XXXX
Fax: 020 XXXX XXXX
Email: 1stname.2ndname@nhs.net
Website: <http://www.elft.nhs.uk>
[Date]

Dear

Re: Secondment to [POST] – Temporary variation to terms and conditions of employment

Further your recent interview, I am writing to you to confirm your secondment to the post of **[POST, Band x]** with effect from **[date]**. The secondment will end on **[end date]**.

A job description for this role is attached.

The terms and conditions of this post are as follows:

Hours per week, days worked and WTE: XXX

Work Base: XXX

Band: XXX

Basic Salary: XXX

High Cost Area Supplement (If applicable): XXX

Inclusive Salary: XXX

Reporting to: XXX

At the end of the secondment you will return to your substantive post of **[job title]**, band **X**.

All other terms and conditions of employment remain the same and your continuity of employment will not be affected.

Please could you sign both copies of this letter to indicate your acceptance of the secondment, returning one copy to Human Resources Department and retaining the other for your records by **[Date]**.

Should you wish to discuss the contents of this letter please do not hesitate to contact me.

Yours sincerely

Name

Job Title

cc: **XXX**, HR Advisor
 xxx, Substantive Manager

I confirm that I have read and accepted the temporary changes to my terms and conditions of employment as set out above.

Name

Date

Signature

Appendix C

Secondments into East London NHS Foundation Trust

This Secondment Agreement is made between:

[NAME] (“the Employer”)

and

East London NHS Foundation Trust (ELFT) 1 Alie Street, London E1 8DE (“the Host”) **in respect of**

1. **Seconded Name** (“the Employee”)

WHEREAS

2. The Employee is employed by the Employer.
3. The parties have agreed that, subject to the terms hereof and clause 4 below, for the period from **Date** to **Date** the Employee will provide her services to the Host as **[JOB TITLE]** pursuant to the terms of this agreement and the Employee agrees that his/her contract shall be varied accordingly.

IT IS AGREED as follows:-

4. **Duration**
 - 4.1. Subject to the terms hereof, this agreement is effective from **[DATE]** for a period of **Number (number in words)** months until **Date**.
5. **Services to be provided and Obligations of the Parties**
 - 5.1. The Employer agrees to supply to the Host, for the duration of the Term, the services of the Employee to undertake the role of **[JOB TITLE]**, as part of the Service.

- 5.2. The Employee agrees, for the duration of the Term, to provide their services to the Host. The Employee will comply with the Host's reasonable requirements and instructions as communicated to the Employee from time to time.
- 5.3. The Employee will report to Host Line Manager Name, Job Title. The day to day direction and supervision of the Employee and his/her conduct and actions shall be the exclusive responsibility of, and at the risk of, the Host.
- 5.4. Nothing in this Agreement will be construed to have effect as forming or recording any relationship of employer and employee between the Host and the Employee and nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties to the Agreement for any purpose whatsoever.
- 5.5. The Host will be responsible for providing the Employer with all relevant management information to enable the Employer to pay the Employee correctly and complete necessary returns (e.g. sickness, other absence, reportable incidents/accidents).
- 5.6. The Employee will claim any business travel, accommodation, telephone and other expenses which are reasonably and properly incurred by the Employee over and above such expenses normally associated with the performance of her duties during the Term. This will not include daily travel expenses to and from work. The Host will reimburse the Employer for these expenses.

6. Variation of the Agreement

- 6.1. The Agreement may only be varied with the express written agreement of the parties.

7. Termination of the Agreement

- 7.1. This Agreement will automatically terminate upon the expiration of the terms specified in clause 1 or the prior termination of the Employee's contract of employment by the Employer.

- 7.2. This Agreement may be terminated by the Employee at any time upon providing the Employer and the Host with a minimum of three months written notice.
- 7.3. This Agreement may be terminated by the Host or the employer at any time upon providing the other and the Employee with a minimum of three months written notice.
- 7.4. This Agreement may be terminated by notice in writing having immediate effect by either the Employer or the Host if any of the other parties hereto commits any material breach of its obligations under this agreement.
- 7.5. The termination of this Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination.
- 7.6. Other than in circumstances where this Agreement is terminated pursuant to clause 9.1, the Employee will return to the employment of the Employer upon the termination of this Agreement.

8. Indemnities

- 8.1. The Employee will remain employed by the Employer for the duration of his/her secondment to the Host. It is agreed that the Employer shall be responsible for all income tax liability and National Insurance or similar contributions in respect of any payment to the Employee for the provision of services by the Employee to the Host under this Agreement.
- 8.2. The Employer shall incur no liability for loss, damage or injury of whatever nature sustained by the Employer insofar as it arises wholly as a result of negligence or wilful default on the part of the Host or any of its employees.
- 8.3. The Host shall incur no liability for loss, damage or injury of whatever nature sustained by the Employee insofar as it arises wholly as a result of negligence or wilful default on the part of the Employer or any of its employees.
- 8.4. The Host shall indemnify the Employer against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Employer which are

attributable to any act or omission by the Host or any other person for whom the Host is liable.

8.5. The Employer shall indemnify the Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Host which are attributable to any act or omission by the employer or any other person for whom the Employer is liable arising out of the employment of the Employee during the Term.

8.6. Notwithstanding the terms of clause 9.1, in no circumstances will the Host incur any liability and the Employer will indemnify the Host in relation to any contractual, statutory or other payments which may be due to the Employee as a result of the termination of the Employee's employment including, without limitation any contractual or statutory entitlement to redundancy payments, notice or payment in lieu of notice.

9. Place of work

9.1. The employee will be expected to deliver the Services at such locations as may be reasonably required by the Host.

10. Hours of work

10.1. The Employee will supply the Services within the terms of her contract of employment. The secondment shall be based on a standard working week of [HOURS] hours per week.

11. Health and Safety

11.1. The Host shall be responsible for ensuring that the Employee observes its health and safety policies and procedures and maintains a safe method of working. The employee will observe all reasonable safety instructions given to her from time to time by the Host.

12. **Grievance and discipline**

- 12.1. All matters of grievance and discipline shall be dealt with by the Employer in accordance with its normal disciplinary procedures.
- 12.2. The Host agrees to co-operate fully with the Employer to resolve grievances raised by the Employee.
- 12.3. The Host undertakes to report to the Employer, at the earliest possible opportunity, all matters which may require disciplinary action by the Employer, and to participate promptly in any subsequent action which may be necessary.

13. **Appraisal**

- 13.1. Staff are expected to be appraised on an annual basis, the host will assist in ensuring this process takes place in accordance with the Employers Appraisal Policy and Procedure and report the outcome to the host.

14. **Periods of leave**

- 14.1. The Employee shall book all leave to which he is entitled during the period of the term with the Host.
- 14.2. In the event of sickness, the employee shall notify both the Employer and the Host in accordance with the agreed procedure of each party.

15. **Fees and Invoicing**

- 15.1. During the secondment the employee will be paid at the first point of a [**Band X**], which is a salary of **£[SALARY]** per annum (*pro rata*) plus **£Z[amount]** High Cost Area Supplement (HCAS) per annum. The Employer shall invoice the Host monthly in arrears during the period specified in clause 6 for the cost of remuneration and other lawful entitlements, contractual or statutory, which have been paid to the Employee as a result of her employment with the Employer over the period covered by the invoice. The Host agrees to meet the salary costs of "The Employee" for the period of the secondment,

15.2. Upon receipt of each invoice the Host shall make fully payment in settlement of the invoice within 30 days.

15.3. The monthly invoice from the Employer shall for each month claimed be for a sum equal to a maximum of **1.00 WTE** of the Employee's whole time equivalent gross monthly salary together with the monthly cost to the Employer of employer's National Insurance contributions and pension contributions and any other costs or benefits to which the employee is contractually entitled up to 23%.

I hereby agree the above conditions of behalf of East London Foundation Trust (ELFT) ("the Employer").

Name	
Signature	
Title	
Date	

I hereby agree the above conditions on behalf of **Host Organisation Name** ("The Host")

Name	
Signature	
Title	
Date	

I hereby agree to the above terms and conditions ("The Employee"):-

Name	
Signature	
Title	
Date	

Secondments out of East London NHS Foundation Trust

This Secondment Agreement is made between:

East London NHS Foundation Trust (ELFT) 1 Alie Street, London E1 8DE (“the Employer”)

and

[NAME], [ADDRESS] (“the Host”) in respect of

16. **Seconded Name** (“the Employee”)

WHEREAS

17. The Employee is employed by the Employer.

18. The parties have agreed that, subject to the terms hereof and clause 4 below, for the period from **Date** to **Date** the Employee will provide her services to the Host as **[JOB TITLE]** pursuant to the terms of this agreement and the Employee agrees that his/her contract shall be varied accordingly.

IT IS AGREED as follows:-

19. **Duration**

19.1. Subject to the terms hereof, this agreement is effective from **[DATE]** for a period of **Number (number in words)** months until **Date**.

20. **Services to be provided and Obligations of the Parties**

20.1. The Employer agrees to supply to the Host, for the duration of the Term, the services of the Employee to undertake the role of **[JOB TITLE]**, as part of the Service.

- 20.2. The Employee agrees, for the duration of the Term, to provide their services to the Host. The Employee will comply with the Host's reasonable requirements and instructions as communicated to the Employee from time to time.
- 20.3. The Employee will report to Host Line Manager Name, Job Title. The day to day direction and supervision of the Employee and his/her conduct and actions shall be the exclusive responsibility of, and at the risk of, the Host.
- 20.4. Nothing in this Agreement will be construed to have effect as forming or recording any relationship of employer and employee between the Host and the Employee and nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties to the Agreement for any purpose whatsoever.
- 20.5. The Host will be responsible for providing the Employer with all relevant management information to enable the Employer to pay the Employee correctly and complete necessary returns (e.g. sickness, other absence, reportable incidents/accidents).
- 20.6. The Employee will claim any business travel, accommodation, telephone and other expenses which are reasonably and properly incurred by the Employee over and above such expenses normally associated with the performance of her duties during the Term. This will not include daily travel expenses to and from work. The Host will reimburse the Employer for these expenses.

21. Variation of the Agreement

- 21.1. The Agreement may only be varied with the express written agreement of the parties.

22. Termination of the Agreement

- 22.1. This Agreement will automatically terminate upon the expiration of the terms specified in clause 1 or the prior termination of the Employee's contract of employment by the Employer.

- 22.2. This Agreement may be terminated by the Employee at any time upon providing the Employer and the Host with a minimum of three months written notice.
- 22.3. This Agreement may be terminated by the Host or the employer at any time upon providing the other and the Employee with a minimum of three months written notice.
- 22.4. This Agreement may be terminated by notice in writing having immediate effect by either the Employer or the Host if any of the other parties hereto commits any material breach of its obligations under this agreement.
- 22.5. The termination of this Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination.
- 22.6. Other than in circumstances where this Agreement is terminated pursuant to clause 9.1, the Employee will return to the employment of the Employer upon the termination of this Agreement.

23. Indemnities

- 23.1. The Employee will remain employed by the Employer for the duration of his/her secondment to the Host. It is agreed that the Employer shall be responsible for all income tax liability and National Insurance or similar contributions in respect of any payment to the Employee for the provision of services by the Employee to the Host under this Agreement.
- 23.2. The Employer shall incur no liability for loss, damage or injury of whatever nature sustained by the Employer insofar as it arises wholly as a result of negligence or wilful default on the part of the Host or any of its employees.
- 23.3. The Host shall incur no liability for loss, damage or injury of whatever nature sustained by the Employee insofar as it arises wholly as a result of negligence or wilful default on the part of the Employer or any of its employees.
- 23.4. The Host shall indemnify the Employer against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Employer which are

attributable to any act or omission by the Host or any other person for whom the Host is liable.

23.5. The Employer shall indemnify the Host against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, demands, penalties, fines or expenses suffered or incurred by the Host which are attributable to any act or omission by the employer or any other person for whom the Employer is liable arising out of the employment of the Employee during the Term.

23.6. Notwithstanding the terms of clause 9.1, in no circumstances will the Host incur any liability and the Employer will indemnify the Host in relation to any contractual, statutory or other payments which may be due to the Employee as a result of the termination of the Employee's employment including, without limitation any contractual or statutory entitlement to redundancy payments, notice or payment in lieu of notice.

24. Place of work

24.1. The employee will be expected to deliver the Services at such locations as may be reasonably required by the Host.

25. Hours of work

25.1. The Employee will supply the Services within the terms of her contract of employment. The secondment shall be based on a standard working week of [HOURS] hours per week.

26. Health and Safety

26.1. The Host shall be responsible for ensuring that the Employee observes its health and safety policies and procedures and maintains a safe method of working. The employee will observe all reasonable safety instructions given to her from time to time by the Host.

27. Grievance and discipline

27.1. All matters of grievance and discipline shall be dealt with by the Employer in accordance with its normal disciplinary procedures.

27.2. The Host agrees to co-operate fully with the Employer to resolve grievances raised by the Employee.

27.3. The Host undertakes to report to the Employer, at the earliest possible opportunity, all matters which may require disciplinary action by the Employer, and to participate promptly in any subsequent action which may be necessary.

28. **Appraisal**

28.1. Staff are expected to be appraised on an annual basis, the host will assist in ensuring this process takes place in accordance with the Employers Appraisal Policy and Procedure and report the outcome to the host.

29. **Periods of leave**

29.1. The Employee shall book all leave to which he is entitled during the period of the term with the Host.

29.2. In the event of sickness, the employee shall notify both the Employer and the Host in accordance with the agreed procedure of each party.

30. **Fees and Invoicing**

30.1. During the secondment the employee will be paid at the first point of a [**Band X**], which is a salary of **£[SALARY]** per annum (*pro rata*) plus **£Z[amount]** High Cost Area Supplement (HCAS) per annum. The Employer shall invoice the Host monthly in arrears during the period specified in clause 6 for the cost of remuneration and other lawful entitlements, contractual or statutory, which have been paid to the Employee as a result of her employment with the Employer over the period covered by the invoice. The Host agrees to meet the salary costs of "The Employee" for the period of the secondment,

30.2. Upon receipt of each invoice the Host shall make fully payment in settlement of the invoice within 30 days.

30.3. The monthly invoice from the Employer shall for each month claimed be for a sum equal to a maximum of **1.00** WTE of the Employee's whole time equivalent gross monthly salary together with the monthly cost to the Employer of employer's National Insurance contributions and pension contributions and any other costs or benefits to which the employee is contractually entitled up to 23%.

I hereby agree the above conditions of behalf of East London Foundation Trust (ELFT) ("the Employer").

Name	
Signature	
Title	
Date	

I hereby agree the above conditions on behalf of **Host Organisation Name** ("The Host")

Name	
Signature	
Title	
Date	

I hereby agree to the above terms and conditions ("The Employee"):-

Name	
Signature	
Title	
Date	