

STAFF SECONDMENT PROTOCOL: NATIONAL HEALTH SERVICES ACT 2006 PARTNERSHIPS

ADULT SOCIAL CARE EAST SUSSEX

SECONDMENT OF STAFF EMPLOYED BY EAST SUSSEX COUNTY COUNCIL TO SUSSEX PARTNERSHIP NHS FOUNDATION TRUST

1. INTRODUCTION

- 1.1 Throughout this Protocol the following terms and definitions are used:

Employer	The employer of the employee(s) prior to any secondment .
Host	The organisation to which the employee is seconded .
Parties	The Host and the Employer together.
Employee	The individual seconded from the Employer to the Host.
Agreement	The document outlining the arrangements for the Parties to work together under Section 75 National Health Service Act 2006.

Individual Secondment Agreement

The document which details the arrangements for secondment of the individual employee.

- 1.2 The basis under which any secondment takes place is that each Employee continues in the employment of the Employer or its statutory successor. At the expiry of the secondment, the Employee shall return to a substantive post or shall be entitled to consideration under the Employer's "Managing Change" suite of policies. Existing terms and conditions remain as set out in the individual Statements of written Particulars of Employment of the Employer.
- 1.3 Any changes to this Protocol or an Individual Secondment Agreement which will impact on existing staff will require the process outlined in the County Council's Managing Change suite of policies to be followed.
- 1.4 As a consequence of an Agreement entered into between the Parties, employees of the Employer shall provide Social Care Services whilst working for the Host.

2. PURPOSE OF THE PROTOCOL

- 2.1 This Protocol is to be used by the Parties to an Agreement. This Protocol will be attached as an appendix to the Agreement if the secondment of staff is provided for therein. It sets out the principles and procedures which the Parties shall use wherever it is agreed that there shall be any secondment of staff between the Parties to facilitate partnership arrangements.

- 2.2 The secondment of staff may involve full or part-time employees. The Employee's contract of employment continues in force with the current Employer, although management lines of accountability, supervision arrangements and other day to day management procedures will be amended in accordance with Section 8 of this Protocol.
- 2.3 Any changes to aspects of the job description or other contractual provisions will be agreed with the Employer. In this event, changes would only take place following adequate consultation and with agreement of the Employee concerned. Negotiation and consultation with the relevant recognised Trade Union may also be required.
- 2.4 Where the changes in the job description could have implications on the grading of the job, the Employer's job evaluation scheme will be utilised.
- 2.5 Each secondment of an individual Employee shall only take effect after the completion of an Individual Secondment Agreement detailing the effects of the secondment upon the individual contract of employment and as provided for in this Protocol.

3. PARTIES TO THE SECONDMENT PROTOCOL AND AGREEMENTS

- 3.1 The Parties to an Agreement shall incorporate this Protocol as an appendix to that Agreement and the Protocol shall only be amended by agreement between the Parties as provided for in the Agreement. To the extent that such changes shall affect the terms and conditions of any Employee such Employees and their recognised Trade Union shall be consulted in respect of any changes to this Protocol, as described in paragraph 1.3. Individual Secondment Agreements are tripartite agreements involving the Employer, the Host and the Employee.

4. THE CONTRACT OF EMPLOYMENT

- 4.1 The Employees existing contract of employment shall continue in force for the period of the secondment, together with all current terms and conditions as amended from time to time by the Employer following negotiation and consultation with the recognised Trade Union.
- 4.2 The Employer shall retain the responsibility for the issuing of statements of terms and conditions of employment and other associated documentation to seconded Employee.

5. TERMS TO BE INCLUDED IN THE INDIVIDUAL SECONDMENT AGREEMENT

- 5.1 The Individual Secondment Agreement shall make provision for the following matters:
 - a. Reference to the contract of employment and the Employer's policies and procedures.

- b. The extent to which any changes to the contract of employment are made and agreed between the Employer and Employee as detailed in paragraphs 2.2-2.4.
- c. The location of the Employee following secondment.
- d. The period of the secondment.
- e. The name or post holder and / or job title of the Employee's direct line manager.
- f. Where required, a named Practice or Professional Supervisor will be notified in due course.
- g. Details of any additional provisions or changes affecting accountability, performance management and supervision.
- h. A statement of the effect on the Employee on the termination of the Agreement to include any redundancy waiver against the Host as referred to in this Protocol.
- i. Provision for confidentiality and financial propriety conditions in so far as they may be affected by the secondment.
- j. An account of arrangements for making changes to the Individual Secondment Agreement.

6. TERMINATION OF INDIVIDUAL SECONDMENT AGREEMENT / CONTRACT OF EMPLOYMENT OR AGREEMENT

- 6.1 The individual Secondment Agreement will automatically terminate on the termination of the Contract of Employment. Upon such termination the Employee has the responsibility to return to the Host all data, documents, goods and / or projects relating to the management and delivery of their work that were either held or created by them during the secondment period.
- 6.2 In the event that the relevant Agreement shall come to an end, terminating the secondment, the contract of employment shall be unaffected and no claim of redundancy or other claim relating to the ending of any contract of employment may be made against the Host. The responsibility for the continuing employment of the Employee remains with the Employer. The Employer's Managing Change suite of policies will be applied and there will be no impact on the continuity of employment of the Employee.

7. ACCOUNTABILITY

- 7.1 The Employee shall work and discharge their responsibilities as employees within the Host as integrated members of the Host's team(s). They will be managerially accountable to Managers within the Host as provided for in the Individual Secondment Agreement. This will include accountability for their standards of practice, management of their workloads and day to day operation of the service. The Host and the Employer will co-operate to ensure Employees

are provided with the information, training and support needed to enable this to operate.

8. SUPERVISION AND PERFORMANCE MANAGEMENT

- 8.1 All Employees will receive appropriate support and supervision. The Host will, as soon as practicable following the secondment, introduce a Supervision and Performance Management framework, following appropriate consultation with the relevant recognised Trade Union. Seconded Employees will continue to receive supervision and performance management in line with the requirements of any existing NHS Trust Supervision Policy until replaced.
- 8.2 All seconded Employees will receive their supervision and performance management from their seconded Team Manager or their identified Line Manager in the Host. Where the Line Manager is from a different professional background, the Employee will have a named person, who holds a recognised relevant professional qualification, to act as a professional mentor and provide practice supervision. This person will support and advise on professional issues and workload implications and support the Line Manager and Employee in the Performance Review / Management process.
- 8.3 Identified professional supervisors will be designated to provide support and advice on professional development to Employees within the Host, regardless of whether or not the Employee is a member of their immediate team. In addition, professional support and supervision from designated persons within the Employer may be provided to Social Care Employees so as to ensure that key policy and legislative requirements continue to be met by Employees within these services. Professional development needs, identified through the Supervision and Performance Management and personal development plan process, will be fed back to a nominated person within the Employer, and will be met by the Employer.
- 8.4 The functional training and development needs of all seconded staff for the performance of the tasks required, will be identified by the Host organisation, and will be met by its training and development plans. Professional development needs and training will continue to be met by the Employer. The Employer and Host will co-operate in developing and ensuring provision of training needs identified through the Employee's personal development plan.
- 8.5 The Employer and the Host shall develop and maintain arrangements for monitoring, reviewing and providing all training and development needs of all seconded employees. The Employer will fund within available resources professional development costs. Costs of functional training and development needs will be met by the Host organisation.

9. CONFIDENTIALITY AND FINANCIAL PROPRIETY

- 9.1 All seconded Employees shall be informed of and be bound by the rules on the maintenance of the confidentiality of documents and information acquired, produced or to which access is gained during the course of employment as are

applied to the employees of the Host. This obligation shall continue to bind the Employee after the ending of the secondment

- 9.2 Where a seconded Employee is responsible for the management of money, accounts, bills, or any other aspect of work concerning financial matters they will be informed of and be bound by the Standing Financial Instructions, standing orders on contracts, staff guidance and associated procedures of the Host and the Employer.
- 9.3 In undertaking such duties seconded Employees should be mindful to ensure efficient and transparent financial management. This will include financial probity, the management of financial risk and the achievement of value for money. Policies and Rules adopted by the Employer and the Host will apply. Any such documents shall be agreed between the Employer and the Host.
- 9.4 The Parties agree to protect any personal data held on seconded Employees and otherwise comply with their respective obligations in accordance with the Data Protection Act 1998, the General Data Protection Regulation and such other legislation as may be enacted to protect personal data.

10. PAYMENT OF SALARIES AND EXPENSES

- 10.1 Payroll Services including tax and pension contributions and claims for expenses for seconded Employees will remain the responsibility of the Employer. The Parties may consider changing these arrangements following consultation with Employees and their recognised Trade Union.

11. WORKFORCE INFORMATION

- 11.1 Workforce planning information regarding the seconded Employees will continue to be collected and retained by the Employer. To the extent that the Host may require data concerning seconded Employees in order to support the planning and delivery of services the Employer shall, in accordance with such format and deadlines as are agreed between the Parties, provide this information.

12. REPLACEMENT OF SECONDED STAFF

- 12.1 From the commencement of the secondment arrangements the provision of administrative services to support the recruitment and selection process of employees to posts relating to seconded Employees will be undertaken jointly by the Parties, all costs being carried by the Employer save those relating to the time given to the process by employees of the Host.
- 12.2 The recruitment procedures for the appointment of seconded roles shall be those of the Employer. The Parties may agree arrangements to change or align their arrangements, in consultation with the relevant recognised Trade Union.
- 12.3 Appointment Panels for these posts will comprise appropriately qualified / experienced representatives from the Employer. To be appointed, applicants must be assessed as competent to meet the minimum professional standards as defined in the job specification and as judged by the member(s) of that profession on the Appointment Panel.

- 12.4 Any agreement to fundamentally change the title or content of a vacant post, would be agreed by the Employer in consultation with the Host and with the recognised Trade Union in accordance with the Employer's Managing Change suite of policies.

13. DISCIPLINARY AND APPEALS PROCEDURES

- 13.1 The Disciplinary Policy and Procedure of the Employer shall apply for the period of the secondment. The Parties undertake to ensure that their respective officers fully co-operate in any disciplinary matters relating to either directly employed or seconded staff, including the provision of such information as may be required by the Employer and attendance at any hearing provided for in the relevant procedures.

14. GRIEVANCES AND COMPLAINTS

- 14.1 A grievance raised by seconded Employees relating to practice, procedure, management or supervision within the Host will be dealt with informally in the first instance (i.e. up to and including the level at which the matter is to be dealt with by the line manager) by the Host but otherwise, in accordance with the Employer's grievance procedures. Should the grievance go beyond the informal stage the matter will be dealt with by the Employer. The Host shall ensure that its officers fully co-operate with such processes, including the attendance at any hearing as may be provided for in those procedures.
- 14.2 A grievance brought by seconded Employees related to their terms and conditions of employment will be dealt with by the Employer.
- 14.3 All seconded Employees shall have access to a confidential reporting procedure (whistle blowing policy) maintained by the Host, as well as to that of the Employer.

15. MANAGEMENT OF CHANGE

- 15.1 In the event that seconded Employees are affected by organisational change within either of the Parties, the seconded Employees shall be treated in accordance with the Employer's Managing Change suite of policies.
- 15.2 Seconded Employees will have the right to return to a substantive post if the Agreement under which they are seconded comes to an end. If the substantive post is to terminate or is placed at risk during the secondment period, the Employer's Managing Change suite of policies will be complied with, i.e. consultation will take place with the recognised Trade Union and the Employee and his / her representative and suitable alternative employment will be sought.

16. INSURANCE ARRANGEMENTS

- 16.1 The Parties shall ensure that suitable public liability and employer's liability insurance is in force to cover the secondment arrangements and any additional liabilities associated with the arrangements and any liabilities the Parties need to address during the period of the Agreement.

17. CONFLICTS OF INTEREST

- 17.1 Seconded Employees shall declare and seek agreement from both their line manager and the Head of Service within the Employer, with regard to any interests, financial or otherwise, which may give rise to conflict of interests during the course of their secondment. Such interests include other employment, business interests and positions of authority in a charity or voluntary body in the field of health and social care and any connection with a voluntary or other body contracting for services connected with the Parties.

18. REVIEW

- 18.1 Subject to the provisions of the Agreement, this Protocol shall apply for the period of the Agreement to which it is attached. It will be the subject of termination, review, amendment or renewal in accordance with the provisions of that Agreement, and appropriate consultation with the relevant recognised Trade Union will take place.

Signed on behalf of the Parties

Signed: (for ESCC)

Print name: **Date:**

Signed: (for Sussex Partnership NHS Foundation Trust)

Print name: **Date:**