

# Recruitment, Selection & Secondment Policy

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## Recruitment and Selection Policy Version Control Sheet

Version	Section/Para/ Appendix	Version/Description of Amendments	Date	Author/Amended by	
1	Archived	Creation	April 2007	Julie Brown	
2	Archived	Offers of appointment should not be made subject to references	July 2007	Sheila Manning	
3	Entire document revised	New Policy	August 2009	Claire Chapman	
4	Section 5.8	More detail on reference collection process	August 2010	Luke Kinsella	
	Section 5.9	More detail on DBS process		Luke Kinsella	
	Section 7	More detail on proof of identity and right to work in the UK	August 2010	Luke Kinsella	
	Section 13	Monitoring tables		Luke Kinsella	
	Entire document	Policy & Recruitment replaced by HR Operations Team	August 2010	Luke Kinsella	
	4.1	Section 4	Family member and possible conflict	August 2010	Julie Bembridge
		Section 5.2	Ref to rogue agencies		
		Section 5.10	More detail on Lease Cars being transferred	November 2010	
4.2	Section 11	Expenses to be approved at RAD stage			
4.2	Whole Document	Policy realigned following implementation of the Transforming Community Services Agenda and new legal entity	22 March 2011	Rachael Ellis-Ingamells	
4.3	Section 5 and Appendix	Additional paragraph and appendix added	June 2011	Rachael Ellis-Ingamells	
4.4	Whole Document	Policy reviewed	February 2012	Rachael Ellis-Ingamells	
4.5	Whole Document	Policy Reviewed	July/August 2012	Kate Hopkins	
4.6		CRB changed to DBS Honorary Contract Added Expression of Interest update	May 2013	Kate Hopkins	
5	Policy Statement	E&D statement added	August 2014	Lenore Couchman	

6	Whole document	Full policy review	February 2016	Laura Herrick
6.1	Secondment Statement	Minor amendment – P_HR_30 Secondment and training agreement	July 2017	Sophie Coutts
7	Relocation benefits	P_HR_51 Relocation policy incorporated	August 2018	Sophie Coutts
7.1	Whole document	Removal of policies that are no longer applicable Replace Workforce Services with Human Resources	November 2019	Deborah Harrison

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# Recruitment, Selection & Secondment Policy

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## Policy Statement

**Background** Lincolnshire Community Health Services NHS Trust recognises that its ability to meet its service objectives is dependent on the employment and retention of staff with the appropriate skills and abilities. This Policy is intended to act as a guide for all managers and staff involved in recruitment and selection at any level. It sets out a framework of good practice within the Organisation's recruitment activities should be conducted. Secondments are a valued method of constructively developing staff, improving skills, retaining and optimising the use of expert resources to the overall benefit of the Organisation.

Secondments are useful in addressing a short-term need to cover a specific post.

**Statement** Through this Policy, Lincolnshire Community Health Services NHS Trust actively seeks to ensure that the workforce recruited to at all levels in the Organisation reflect the best people to undertake the work whilst ensuring that all prospective and existing employees are treated on an equal basis and without discrimination. Secondments will be available to all staff and will be advertised using the same equality of opportunity recruitment policies as all vacant posts.

Secondment opportunities may arise through a variety of circumstances:

- The identification of a project for a fixed time span which has a task completion date after which the work will no longer be required
- The provision of training/experience and or skills within another area or in order to gain a qualification and increase promotional opportunities and career paths
- The sharing of expert resources to benefit both the potential secondee and the host employer
- The short/medium term absence of a substantive post holder i.e. maternity or long term sick

There may, however, in very exceptional circumstances, be they service or operational requirements which mean that an applicant wishing to undertake an internal secondment or be seconded-out cannot be authorised.

Responsibilities	Implementation and compliance with the Policy will be the responsibility of all Lincolnshire Community Health Services NHS Trust managers. The decision to authorise secondments will lie with the Manager or Head of Service of the employee's current post.
Training	Recruitment and Selection training to inform managers of the process for recruitment and selection must be completed before any recruitment is undertaken and is held on a regular basis for new and existing managers. In addition to this, any members of staff who will sit on an interview panel must attend the training. Effective induction is essential and the host department or Organisation will organise a briefing package for the secondee, to ensure that relevant information is available at commencement of the secondment. The seconded-in employee should also attend the LCHS Induction Programme. Employees seconded in or out must continue to undertake all mandatory training on an annual basis. The specific training expectations are outlined in the appropriate agreement.
Dissemination	Website
Resource Implication	The service budget holders will be responsible for monitoring and controlling expenditure on the process including advertising. Secondments are a means of investing in development and growth, enabling staff to gain skills and knowledge. The Organisation will work with them to support this.
Equality & Diversity	This policy aims to meet the requirements of the Equality Act 2010 and ensure that no employee or patient receives less favourable treatment on the grounds of gender, sexual orientation, transgender, civil partnership/marital status, appearance, race, nationality, ethnic or national origins, religion/belief or no religion/belief, disability, age, carer, pregnancy or maternity, social status or trade union membership.
Definitions	<p>The "Host Organisation" is the Organisation to which the employee is being seconded.</p> <p>"Internal secondment" means a secondment that takes place in-house and across departments within LCHS.</p> <p>"Seconded-in" or "External Secondment" means an employee who has come from another Organisation into a secondment with LCHS.</p>

“Seconded-out” means an employee who undertakes a secondment with an out-side Organisation and in which case the agreement would be made using the host Organisation’s secondment policy and documentation.

## 1. Introduction

Lincolnshire Community Health Services NHS Trust recognises that its ability to meet its service objectives is dependent on the recruitment and retention of staff with the appropriate skills and abilities. The organisation recognises the need to recruit and retain a workforce that is responsive and appropriate to meet the diverse needs of the patient population.

The recruitment process contributes to the image of Lincolnshire Community Health Services NHS Trust in the eyes of the community it serves.

This policy should be used in conjunction with the Recruitment Toolkit for Managers, which specifies the processes and procedures to follow from the moment an employee hands in their notice. The Toolkit also includes all the forms to be used as part of the recruitment process.

Through implementation of this policy in line with the toolkit, the organisation will:

- Ensure that recruitment and selection of staff is regarded as an integral and essential feature of the Trust's strategic direction and business planning process.
- Ensure the workforce remain agile and able to maintain flexibility achieved through services regularly reviewing and refining workforce plans which align to the business planning cycle.
- Ensure openness and transparency, fairness and objectivity is applied by all officers responsible for employment decisions.
- Maintain high standards of professional employment practice and ensure that practice complies with employment law, DoH guidance, and NHS Employers standards.
- Ensure that all aspects of equality and diversity are considered throughout all employment processes removing all barriers which may discriminate.

A secondment is the temporary loan of an employee to another Organisation, or to a different area or post within the same Organisation, for a specific purpose, for a specific time for the mutual benefit of the individual employee and LCHS.

Secondments are recognised by the Organisation as being a valuable aid to staff development and also useful in addressing a short-term needs to cover a specific post. The purpose of this policy is to promote best practice, provide information to employees and guidance to managers.

Terms and Conditions are the same as specified within the main body of this secondment policy.

Other policies and guidance that relate and may be referred to within this policy and the toolkit are:-

- Learning Development & Training policy
- Your Equality and Diversity Matters Policy
- Standing Orders (Corporate Governance)
- Standing Financial Instructions
- Disclosure and Barring Service Policy



- Counter Fraud & Corruption Policy
- Professional Registration Policy
- Induction Policy
- Leavers Policy Your Feedback Matters
- Additional Employment Policy
- The National Health Service (Appointment of Consultants) Regulations - Good Practice Guidance

## **2. Training**

It is essential that all appointing managers have received the Recruitment and Selection Training provided by the Organisation before embarking on the recruitment process. It is also preferred that interview panel members have undertaken the training, but if they have not, and intend to be part of an interview panel, they must read the recruitment toolkit and policy beforehand. The appointing manager is responsible for the decisions and actions taken by the interview panel and therefore must ensure all panel members fully understand their role, boundaries and the processes that apply.

Appointing managers must complete the Recruitment and Selection Training at least every 3 years to ensure they are up to date with relevant changes.

## **3. Responsibilities**

### **3.1 Recruitment and Selection Managers**

All managers are responsible for ensuring that they have realistic and achievable workforce plans that align to the organisation's business plans and are reviewed in line with the business planning cycle.

All managers are responsible for ensuring job descriptions are fit for purpose and reviewed regularly in line with the job requirements and appropriate policy.

All managers are responsible for ensuring any recruitment activity is undertaken in line with service need and business plans.

#### **Appointing Managers**

Appointing managers are responsible for ensuring that the recruitment and selection process is carried out in accordance with this policy and the Recruitment and Selection Toolkit at all times.

Appointing managers are responsible for ensuring that all documentation is completed and returned to Human Resources within the timescales set out in the toolkit.

Appointing managers are responsible for ensuring that all selection panel members understand their roles, the rules that apply and conduct themselves in a professional and appropriate manner at all times.

Appointing managers must ensure that there are no conflicts of interest with the

selection panel and candidates i.e. through personal relationships/family members etc.

Appointing managers are responsible for ensuring that no start date is given before pre-employment checks have been completed.

### **Human Resources**

Human Resources are responsible for monitoring the operation and regular review of the policy and toolkit for the organisation.

Human Resources will provide advice and support to appointing managers and candidates in line with policy, procedure, best practice and legislation.

Human Resources are responsible for ensuring all recruitment documentation is completed and received and that all pre-employment checks are completed.

Human Resources will ensure Recruitment and Selection Training is available on a regular basis.

### **3.2 Secondments**

#### **Management;**

The decision to authorise any secondment or training agreement will lie with the senior manager (Band 8a or above) of the employee's current post and must be carried out by following the correct process in line with the Recruitment and Selection Policy/Application Process.

In order to manage the secondment effectively, the following points should be addressed by the managers of both the substantive and/or host Organisation/service areas:-

#### **a) Before**

- Clear agreement on the reasons for undertaking the placement or secondment, identified through 1.1s and in line with 'Your Performance Matters' policy.
- Clear arrangements with regard to start and finish dates
- Identification of the secondee's training requirements during the placement
- The costs of replacement/cover weighed against expected benefits.
- Statutory obligations, employment law, equal opportunity considerations
- Clear agreement on methods and responsibility around secondee keeping in touch and up to date with substantive department
- Clear parameters and performance indicators for monitoring work achievement, personal development and individual support.
- An expectation that the substantive employer (where applicable) will cease to have any financial responsibility unless there is a clear agreement otherwise – e.g. if a member of LCHS staff retains a lease car, there will need to be an agreement from the host Organisation as to the recharge of costs which details responsibilities for authorising travel claims and the mechanism of recharge to be used. Financial advice should be sought if there are any doubts on the process to use.

### **b) During**

- Monitoring of training requirements and training received
- Development Review using the relevant Your Performance Matters outline for the post and management support.
- Action plan and regular measurement of progress
- Maintaining Professional Registration where appropriate

### **c) End**

- Evaluation of the secondment
- Completion of exit interview form for a seconded-in employee if returning to another Organisation
- Re-introduction into the work place for seconded-out and cross-seconded employees
- Training implications if any re-completion of courses etc.
- Facilitation and continuation of networking links forged during secondment as appropriate

### **Employee;**

Responsibilities are outlined in accordance with the secondment agreement (Appendix 1a and 1b) and substantive contract of employment.

## **4. The Recruitment Process**

All recruitment activity must be undertaken using the process and documentation contained within the Recruitment and Selection Toolkit. The toolkit is available from Human Resources on satisfactory completion of the Recruitment and Selection Training.

Appointing managers must ensure that all documentation is fully completed and returned to Human Resources at each stage of the recruitment process.

The toolkit is regularly reviewed to ensure compliance with employment legislation, DoH guidance and NHS Employers Standards.

All pre-employment checks, required by NHS Employers, must be completed for an individual before a start date is confirmed.

## **5. Relocation Expenses**

Relocation Expenses are designed to act as a recruitment incentive and reflects the importance that the organisation places on attracting and retaining skilled staff and its commitment to the principles of Equality and Work Life Balance.

General conditions and financial assistance (Appendix 2) are formed in compliance with Inland Revenue and HMRC guidance which states eligible expenses and qualifying factors.

Assistance with relocation expenses may be given in the following circumstances:

- Recruitment of external applicant
- Existing employees of Lincolnshire Community Health Services NHS Trust
- Eligibility to claim for excess mileage

Reimbursement of relocation expenses is at the discretion of the organisation, further information is provided in Appendix 3. Relocation expenses come from the operational budget.

The scope and level of financial assistance must be confirmed to the successful

applicant by the chair of the appointing panel prior to the post being accepted. The chair of the appointing panel must have the authorisation to offer relocation expenses by their senior manager and Human Resources.

In relation to any individual relocating from outside the UK, expenses are claimable from the point of entry to the UK. For overseas applicants relocation expenses for the whole journey may be payable to the individual appointed, this decision must be made by the Director of People and Innovation and must be agreed prior to advertisement.

In exceptional circumstances, the organisation may consider salary advances and/or reimburse in excess of £8,000. Any such payments will need the approval of the Director of People and Innovation and the Chief Executive. In the case of Executive Director appointments, any such payments will need the approval of the Remuneration Committee and TDA.

Where an employee claims relocation expenses under this policy but is subsequently identified as not having re-located, any expenses reimbursed will be immediately recoverable by the Trust through deduction from salary. The case may also be referred for investigation under the Trust's Disciplinary Policy or to Counter Fraud Specialist for advice and action.

For further information please refer to the Relocation Expenses Guidance or contact the Human Resources Team

## **6. Secondments**

### **Duty of Confidentiality**

LCHS stresses the importance it attaches to confidentiality and no information obtained during the course of employment relating to patients, staff or the Organisation should be divulged to unauthorised persons or agencies without the consent of the Organisation. Any misuse of, failure to properly safeguard confidential data, or unauthorised disclosure of confidential information will be regarded as a disciplinary offence and may lead to disciplinary action being taken against you, which could result in dismissal.

### **Keeping in Touch**

Managers have a responsibility to maintain contact with their seconded-out employee and keep them updated on changes and developments within the department or Organisation, and provision for this must be recorded in the agreement.

The secondee has a joint responsibility for keeping in touch. This is especially important for longer-term seconded-out employees, as changes in skills, working practices, cultures and new technology may occur. Keeping in contact should minimise the impact of any of these potential changes and ease the return to work at the end of a placement.

### **Terms and Conditions**

Secondments enable employees to move into another Organisation without transferring wholly and the secondment enables the employee to transfer their terms and conditions in a similar way to a TUPE transfer, therefore seconded staff will be entitled to maintain their terms and conditions of employment.

Where the employee would potentially lose enhanced payments by taking the secondment, the host employer and employee may negotiate the pay received during this period.

It is recommended that any internal/external secondment agreements should be no longer than 2 years, and that it should not be used as a means of avoiding transfer but as a way of protecting terms and conditions of service to enable an employee to benefit from the offered experience.

Early termination of a secondment will not put the Organisation under any obligation to offer alternative employment in any capacity; however the employee's substantive post will remain open for them to return to after the specified time period.

As any educational benefit from a secondment is for Organisational benefit/personal development, employees will be supported to undertake a role relevant to the education and training received. The normal recruitment process for any vacant post may apply.

Employees must continue to follow all LCHS policies and procedures whilst undertaking a Secondment.

Any suspected breach of this policy that may be considered fraudulent, will be reported to the Local Counter Fraud Specialist for investigation and may result in disciplinary proceedings and/or a criminal investigation being commenced.

### **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.

### **Expenses**

The host employer will reimburse any expenses incurred as a result of the secondment in line with the provisions of the Agenda for Change handbook, or any local expenses policy or terms and conditions relating to Doctors.

### **Evaluation of Secondment**

Evaluation of any placement should be integral to all arrangements in order to determine resulting achievements at both individual and Organisational level.

#### a. Individual evaluation

An appraisal should be carried out both during and at the end of the term of secondment and a formal evaluation of the learning, at least annually, which should be documented.

#### b. Organisational evaluation

A variety of evaluators should be considered and reported to the appropriate Management Committees including:

- The number of staff accessing secondment arrangements
- Outcomes in terms of benefit to the Organisation
- Retention/turnover of staff within LCHS
- Exit interview feedback

## **7. Monitoring and Reports**

Human Resources provide the Performance Manager with Key Performance Indicator reports on the following topics:-

- a. Recruitment Time Line (9 stages)
- b. Active Vacancies
- c. Advertising analysis

These are provided on a monthly basis and are disseminated to various groups/committees for information. For activity that falls outside the guidance this will be reported to the Practitioner Performance Team via incident reporting system.

Human Resources also monitor evaluations from appointing managers and candidates interviewed with a view to continuously improving the recruitment service/candidate experience.

#### Monitoring of pre-employment checks

The HR Quality and Governance Manager will quality assure all pre-employment checks to ensure compliance against all HR governance requirements and standards set by NHS Improvement, NHS Employers, CQC and LCHS policies.

## Appendix 1a - LCHS External Secondment Agreement

**Name of Secondee:** .....

**Address:** .....

.....  
.....

**Name of Substantive Employer Organisation/Service:**

.....

**Secondment Job Title:** .....

The duties of your post are as outlined in the job description attached. This is not an exhaustive list of your duties and responsibilities and may be varied as appropriate to your secondment and grade and following prior consultation with you.

### Secondment Period

Start date: ..... End date:.....

Extension beyond this period is at the discretion and mutual agreement of both LCHS (host) and the substantive Organisation named above.

### Notice

A period of notice of ..... will be given/is required in writing in the event of early termination of the secondment by either party. Early termination of this contract by LCHS will not put the Organisation under any obligation to offer you alternative employment in any capacity.

### Base

Your base will be.....

You may be required to work in any reasonable location within the Organisation as necessitated by the duties of the post from time to time. This flexibility requirement applies not only to existing work locations, but also to any future LCHS work locations and any visits/work in locations pursuant to the Organisation's business and/or services to patients/clients.

### Remuneration and Expenses

Salary payment and reimbursement of subsistence, travel, mileage expenses, lease cars, phones, training costs and any other expenses or allowances incurred will be in accordance with the Agenda for Change or Medical & Dental Terms and Conditions of Employment, and will be paid by the Host Organisation either directly or through a specific agreement for these to be recharged in full by LCHS.

### Hours

Your normal working hours will be .....XXXX hours per week exclusive of meal breaks. The pattern of work will be determined by management and may be varied with consultation.

Due to the nature of health service work where treatment and care take place over a continuous 24/7day period, you may be required to work on a weekend or public holiday. In exceptional circumstances you may be requested by your Director/Manager to undertake overtime commitments (for which appropriate payments will be made for staff assigned up to and including Band 7 in the event that flexi-time cannot be taken) to maintain essential

services on behalf of the Organisation. Any request to work additional hours must be consistent with the Working Time Regulations.

### **Development Review and Pay Progression**

Development Review and pay progression arrangements will apply during the period of secondment in line with your substantive terms and conditions or as agreed between your host (LCHS) Organisation and substantive employer. An initial appraisal and development review will take place with you during the secondment and another towards the end of the placement. This will be undertaken by your host manager in consultation with your substantive manager.

### **Terms and Conditions**

The terms and conditions for this secondment will be those as detailed in your substantive contract of employment. Any variations are detailed below: (delete if not appropriate)

### **Annual Leave**

You will retain your current entitlement to annual leave as agreed with both your substantive and host employer Organisations.

### **Your Attendance Matters**

Notification of absence due to sickness or injury must be made with as much notice as possible to your host manager but at least within one hour of your normal starting time and you must keep your host manager regularly informed. Payment for periods of absence will be made in accordance with NHS Terms and Conditions provided the arrangements for notification and certification are adhered to.

### **Pension Scheme**

Any pension scheme arrangements will continue to apply as per your substantive employment terms and conditions.

### **Health and Safety**

You are reminded that, in accordance with the Health & Safety at Work Act 1974, and subsequent legislation, you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and you are required to co-operate with the Organisation in meeting statutory requirements. As a seconded employee of LCHS you are obliged to attend and participate in mandatory Health and Safety training. All accidents sustained at work must be reported in accordance with the relevant policies and procedures.

During the term of the secondment, the employer's liability will be the responsibility of the host service.

### **Disclosure Barring Service**

If your post is one that requires a disclosure at whatever level from the Disclosure Barring Service the Organisation retains the right to request that a further disclosure is sought at any time.

Should you be convicted of a criminal offence during your employment you must inform both your host line manager and substantive line manager immediately. Failure to do so could constitute gross misconduct.

### **Safeguarding Children, Young People and Adults**

LCHS requires all staff to safeguard children, young people and adults. All staff are required to access the Organisational policies, also the Local Safeguarding Children Board and the Local Safeguarding Adults Board policies and procedures that underpin the safeguarding



agenda.

The safeguarding policies to be followed can be found at: [www.lincolnshirecommunityhealthservice.nhs.uk](http://www.lincolnshirecommunityhealthservice.nhs.uk) and [www.Lincolnshire.gov.uk](http://www.Lincolnshire.gov.uk).

**Duty of Confidentiality**

LCHS stresses the importance it attaches to confidentiality and no information obtained during the course of employment relating to patients, staff or the Organisation should be divulged to unauthorised persons or agencies without the consent of the Organisation. Any misuse of, failure to properly safeguard confidential data or unauthorised disclosure of confidential information will be regarded as a disciplinary offence and may lead to disciplinary action being taken against you, which could result in dismissal.

**Employee Conduct and Capability**

It is a condition of this contract that you achieve a satisfactory level of performance and conduct. Any concerns will be discussed with you by your host manager and if necessary will be dealt with in accordance with the Organisation’s Performance and Capability Policy.

**Employee Dissatisfaction**

If you seek redress of any grievance relating to your seconded employment, you should communicate your grievance, in writing, to your immediate manager identified under the secondment arrangements. If the matter is not settled at this level you may pursue it in accordance with LCHS Grievance Policy. A copy of this can be obtained from [www.lincolnshirecommunityhealthservices.nhs.uk](http://www.lincolnshirecommunityhealthservices.nhs.uk) website.

**Keeping in Touch/Return to work Arrangements**

You will be informed by the manager of your substantive post as to any restructuring or proposed departmental changes that may take place in your absence. This agreement confirms that you will be advised/ consulted as appropriate.

This agreement confirms that arrangements regarding your return to your substantive post will be clarified at least a month before your return with managers from both the host and substantive areas.

**Name of Seconded: (PRINT).....**

**Signature: .....Date: .....**

**Name of Host Manager: (PRINT).....LCHS**

**Signature:.....Date: .....**

**Name of Substantive Manager: (PRINT) .....**

**Signature:.....Date: .....**

**Any variations to this agreement are to be written below or attached to this agreement on an additional sheet and signed by all parties**

**Please return a copy to Human Resources, Beech House, Lincoln, Lincolnshire, LN5 7JH**

## Appendix 1 b - LCHS Internal Secondment Agreement

Name of Seconded: .....

Substantive Job Title: .....

Secondment Job Title: .....

The duties of your post are as outlined in the job description attached. This is not an exhaustive list of your duties and responsibilities and may be varied as appropriate to your secondment and grade and following prior consultation with you.

### Secondment Period

Start date: .....End date:.....

Extension beyond this period is at the discretion of the Organisation.

### Base

Your ..... base ..... will  
be.....

You may be required to work in any reasonable location within the Organisation as necessitated by the duties of the post from time to time. This flexibility requirement applies not only to existing work locations, but also to any future LCHS work locations and any visits/work in locations pursuant to the Organisation's business and/or services to patients/clients.

### Remuneration and Expenses

Salary payment and reimbursement of subsistence, travel, mileage expenses, lease cars, phones, training costs and any other expenses or allowances incurred will be in accordance with Agenda for Change or Medical and Dental Terms and Conditions of Employment and the T1 form.

### Hours

Your normal working hours will be XX hours per week exclusive of meal breaks. The working patten worked will be determined by your seconded line manager and may be varied with consultation.

### Development Review and Pay Progression

Development Review, appraisals and pay progression arrangements will apply during the period of secondment in line with the Your Performance Matters.

### Terms and Conditions

The terms and conditions for this secondment will be those as detailed in your substantive contract of employment. Any variations are detailed below: (delete if not appropriate).

### Annual Leave

You will retain your current entitlement to annual leave as set out under the Inclusive Annual Leave Policy or specific terms and conditions applying to Doctors/Dentists.

### Your Attendance Matters

Notification of absence due to sickness or injury must be made with as much notice as possible to your host manager but at least within one hour of your normal starting time and

you must keep your host manager regularly informed. Payment for periods of absence will be made in accordance with NHS Terms and Conditions provided the arrangements for notification and certification are adhered to.

### **Pension Scheme**

The post is subject to the NHS Pension Scheme and your remuneration will be subject to deduction of contributions in accordance with the Scheme, unless you elect to opt out. You will be 'contracted out' of the State Pension Scheme (SERPS) under the provisions of the Social Security Pensions Act 1975.

### **Health and Safety**

You are reminded that, in accordance with the Health & Safety at Work Act 1974, and subsequent legislation, you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and you are required to co-operate with the Organisation in meeting statutory requirements. As a seconded employee of LCHS you are obliged to attend and participate in mandatory Health and Safety training. All accidents sustained at work must be reported in accordance with the relevant policies and procedures.

During the term of the secondment, the employer's liability will remain with LCHS.

### **Disclosure Barring Service**

If your post is one that requires a disclosure at whatever level from the Disclosure Barring Service the Organisation retains the right to request that a further disclosure is sought at any time.

Should you be convicted of a criminal offence during your employment you must inform your line manager immediately, failure to do so could constitute gross misconduct.

### **Safeguarding Children, Young People and Adults**

LCHS requires all staff to safeguard children, young people and adults. All staff are required to access the Organisational policies, also the Local Safeguarding Children Board and the Local Safeguarding Adults Board policies and procedures that underpin the safeguarding agenda.

The safeguarding policies to be followed can be found at: [www.lincolnshirecommunityhealthservice.nhs.uk](http://www.lincolnshirecommunityhealthservice.nhs.uk) and [www.Lincolnshire.gov.uk](http://www.Lincolnshire.gov.uk).

### **Duty of Confidentiality**

LCHS stresses the importance it attaches to confidentiality and no information obtained during the course of employment relating to patients, staff or the Organisation should be divulged to unauthorised persons or agencies without the consent of the Organisation. Any misuse of, failure to properly safeguard confidential data or unauthorised disclosure of confidential information will be regarded as a disciplinary offence and may lead to disciplinary action being taken against you, which could result in dismissal.

### **Employee Conduct and Capability**

It is a condition of this contract that you achieve a satisfactory level of performance and conduct. Any concerns will be discussed with you by your host manager and if necessary will be dealt with in accordance with the Organisation's Performance and Capability Policy.

### **Employee Dissatisfaction**

If you seek redress of any grievance relating to your seconded employment, you should communicate your grievance, in writing, to your immediate manager identified under the secondment arrangements. If the matter is not settled at this level you may pursue it in accordance with LCHS Grievance Policy. A copy of this can be obtained the LCHS intranet

website.

**Name of Seconded: (PRINT)**.....

**Signature:** .....**Date:** .....

**Name of Host Manager: (PRINT)**.....

**Signature:** .....**Date:** .....

**Name of Substantive Manager: (PRINT)** .....

**Signature:** .....**Date:** .....

**Any variations to this agreement are to be written below or attached to this agreement on an additional sheet and signed by all parties**

**Please return a copy to Human Resources, Beech House, Lincoln, Lincolnshire, LN5 7JH**

## **Appendix 2 - Relocation Expenses – General Conditions and Extent of Financial Assistance**

### **General Conditions**

Staff to whom this policy applies are required to relocate within the following distance from base:

Where the employee is on a recognised emergency on-call duty rota:

Twenty minutes travelling time from home to base, or as agreed in the employment contract.

Where the employee is not on a recognised emergency on-call duty rota:-

Within a maximum radius of twenty five miles from the employee's designated base.

The employee will be required to certify that assistance with relocation costs is not available from a third party (e.g. spouse's employer or from existing employer). Where assistance is available from a third party, the employee will be required to provide documentary evidence as to the nature and extent of such assistance, and the organisation may, in the light of such evidence, agree to a reduced package of assistance.

The organisation reserves the right to contact any third party direct for the following purposes:

- To satisfy itself as to the validity and appropriateness of claims
- To test the reasonableness of arrangements
- To ensure the old property is being actively marketed at a reasonable price
- To establish whether assistance is available from another source

These enquiries will be initiated by Human Resources, through the Head of HR.

By applying for assistance with relocation, the employee acknowledges the right of the organisation to make such enquiries as it deems appropriate, and authorises such enquiries to be made without seeking the employee's consent. Where necessary, and immediately on request, the employee will provide written authorisation to a third party enabling the organisation to exercise its rights in this respect in accordance with this paragraph.

Employees to whom this policy applies are required to relocate within a maximum radius of twenty five miles by road, using the shortest practical route, from premises which the organisation determines to be the employee's permanent workplace.

As a consequence, although LCHS may approve assistance with relocation, those living within the forty mile radius may not benefit from the tax-free concession. Each case will be placed before the Inland Revenue for a decision as to whether or not the concession applies.

As a condition of receiving assistance with relocation expenses, employees will be required to sign an undertaking not to leave the employment of the organisation within two years from the date of taking up the appointment. Where this undertaking is breached, a proportion of the total expenses reimbursed will be repayable to the organisation, based on the unexpired portion of the two-year period. This will be enforced in all cases.

Where no property is being sold, the extent of reimbursement under this policy will be limited to the cost of removal only.

### **Extent of Financial Assistance**

The maximum value of expenses to be reimbursed or benefits to be provided by the organisation in individual cases is £8,000. As part of this maximum figure, but not in addition to it, up to £2,000 may, subject to the provision of evidence of essential and necessary expenditure, be claimed as "miscellaneous" expenses.

Examples of such miscellaneous expenditure are:

- charges for disconnection and reconnection of utilities
- necessary alteration and fitting of carpets, curtains, etc.
- provision of such items where they do not already exist or warrant replacement.

It must be stressed that these are maximum amounts and the financial package appropriate to each eligible employee will be agreed by the organisation taking into account individual circumstances and requirements and what is considered reasonable by the Head of HR.

All items of actual or notional expenditure, or benefits provided by the organisation will count against the approved limit. These include, but are not necessarily restricted to:

- Estate Agents fees or auctioneers fees for the sale of the old property (these will not be reimbursed where the sale has been affected prior to the offer of employment)
- Solicitors' fees and other legal or search charges connected with the sale of the old property and the purchase of the new one (these will not be reimbursed where the house purchase/sale has been effected prior to the offer of employment).
- Removal of furniture and effects from old to new home, three written quotations are required for removal, and whilst the employee is free to choose any company, the organisation will only reimburse the lowest of the three quotes.
- All mileage and subsistence reimbursements connected with the search for accommodation, return visits home, excess mileage costs or other travelling costs incurred as a result of relocation.
- Temporary accommodation costs where two homes (one in the old area and a temporary one in the new area) are being maintained. Costs associated with rental accommodation in the area being relocated to while the existing home is being marketed for sale.
- Replacement carpets/curtains or other internal permanent fixtures or fittings required to be purchased or adapted. Only to the extent that such purchases or adaptations are necessary because existing items cannot be used in the new home.
- All other items of expenditure or benefits provided as a result of relocation.

The organisation will not reimburse items of a capital nature (e.g. building work or improvements to the property) nor will it reimburse repairs to, or replacements of, fixtures or fittings, garden sheds, walls, fences etc. Such items are considered to be part of the property as purchased, and the employees should seek to negotiate on price if such items are considered not to be of an acceptable standard.

Costs that do not qualify include:

- mortgage or housing subsidies if you move to a higher cost area
- interest payments for the mortgage on your existing home
- re-direction of mail
- council tax bills
- the purchase of uniforms for your children's new school
- compensation for losses, such as:
  - having to give up a part- used season ticket
  - a penalty for giving insufficient notice of a child's withdrawal from school
  - the cost of having to join a new sports or social club
  - compensation paid to you for any loss on the sale of your home.

Reimbursement of expenses incurred is subject to the production of original receipts, not photocopies. Reimbursement will not be made on quotations, estimates or un-receipted claims.

### **Appendix 3 - Relocation Assistance**

Assistance with relocation expenses may be given in the following circumstances:

- Recruitment of external applicant

If the post is one which has been designated in advance as attracting support with relocation and where on taking up a new post with the organisation, the need for an employee to move house is necessary. The scope and level of financial assistance must be agreed prior to the post being accepted.

In circumstances where the organisation agrees with the employee that relocation is not appropriate or practical, including circumstances where the employee is not in a position to move home, assistance with excess travelling expenses at public transport rate may be given for a period of up to four years as an alternative to removal expenses. Any such payments will be made irrespective of the employee's grade. Such reimbursements will be subject to income tax deductions under PAYE and this level of reimbursement will be reviewed in light of any changes to nationally agreed mileage reimbursement rates.

- Existing employees of Lincolnshire Community Health Services NHS Trust

If an existing employee is offered suitable employment and accepts the post as an alternative to redundancy where this involves a change of base, they will be eligible for relocation expenses provided the employee's current home is at least forty miles from their new base. This may also apply to employees who are required to change their base as a requirement of the organisation.

The application of this relocation expenses is subject to modifications as set out in both Agenda for Change and Medical and Dental Staff terms and conditions.

- Eligibility to claim for excess mileage

In certain circumstances employees not eligible for relocation expenses may be eligible to claim excess mileage expenses. Please see the Expenses policy for further guidance on eligibility of excess travel expenses.

#### Overseas Applicants

Where the Trust actively seeks overseas applicants, for a particular role that has been demonstrated to have a shortage of applications, relocation expenses for the whole journey may be payable to the individual appointed. This decision must be made by the Director of People and Innovation and must be agreed prior to advertisement. Such claims must be within the financial limits as set out in this policy. Relocation must be completed as soon as possible and, in any event, within two years from the date the employee takes up the new post

The employee will be required to certify, at three monthly intervals, that they are actively seeking to relocate at the earliest opportunity and that there are no known reasons to prevent a move taking place within two years of taking up the appointment.

### Employment history and References

<b>Minimum requirement to be monitored</b>	<b>Process for monitoring e.g. audit</b>	<b>Responsible individuals/ group/ committee</b>	<b>Frequency of monitoring/ audit</b>	<b>Responsible individuals/ group/ committee (multidisciplinary) for review of results</b>	<b>Responsible individuals/ group/ committee for development of action plan</b>	<b>Responsible individuals/ group/ committee for monitoring of action plan</b>
To make sure that checks on employment history and references take place for all employees before they start employment	Auditing of staff p-files	Appointing Manager/HR team	Annual Report	Workforce and Transformation Board Assurance Group	HR	Workforce and Transformation Board Assurance Group

### DBS monitoring checks

<b>Minimum requirement to be monitored</b>	<b>Process for monitoring e.g. audit</b>	<b>Responsible individuals/ group/ committee</b>	<b>Frequency of monitoring/ audit</b>	<b>Responsible individuals/ group/ committee (multidisciplinary) for review of results</b>	<b>Responsible individuals/ group/ committee for development of action plan</b>	<b>Responsible individuals/ group/ committee for monitoring of action plan</b>
To check that all employees have had the relevant DBS checks conducted	Run ESR report on all staff	HR team	Annual Report	Workforce and Transformation Board Assurance Group	HR	Workforce and Transformation Board Assurance Group



### Verification of identity checks and Right to work checks

Minimum requirement to be monitored	Process for monitoring e.g. audit	Responsible individuals/ group/ committee	Frequency of monitoring/ audit	Responsible individuals/ group/ committee (multidisciplinary) for review of results	Responsible individuals/ group/ committee for development of action plan	Responsible individuals/ group/ committee for monitoring of action plan
Number of newly employed staff with valid identity checks and proof to work in the UK	Auditing of staff p-files	Appointing Manager/HR team	Annual Report	Workforce and Transformation Board Assurance Group	HR	Workforce and Transformation Board Assurance Group

### Relocation Expenses

Minimum requirement to be monitored	Process for monitoring e.g. audit	Responsible individuals/ group/ committee	Frequency of monitoring/audit	Responsible individuals/ group/ (multidisciplinary) for review of results	Responsible individuals/ group/ committee for development of action plan	Responsible individuals/ group/ committee for monitoring of action plan
Application and approval of relocation expenses  Submission of expenses against maximum entitlements.	Audit	Workforce Department	Individual claims	Workforce and Board	Workforce Assurance Board	Workforce Assurance Board

# Equality Analysis

**Name of Policy/Procedure/Function** RECRUITMENT, SELECTION AND SECONDMENT POLICY

**Equality Analysis Carried out by:** Sophie Coutts      **Date:** 11<sup>th</sup> July 2018

**Equality & Human rights Lead:** Rachel Higgins      **Director/General Manager:** Maz Fosh

## Section 1 – To be completed for all policies

A.	Briefly give an outline of the key objectives of the policy; what it's intended outcome is and who the intended beneficiaries are expected to be	The policy aims to equip all employees who need it with the knowledge and skills to successfully interview applicants for LCHS posts.		
B.	Does the policy have an impact on patients, carers or staff, or the wider community that we have links with? <b>Please give details</b>	The policy impacts on staff within LCHS who are required to undertake interviews as part of their role.		
C.	Is there any evidence that the policy\service relates to an area with known inequalities? <b>Please give details</b>	No known equalities.		
D.	Will/Does the implementation of the policy\service result in different impacts for protected?	No		
		Yes	No	
	Disability		X	
	Sexual Orientation		X	
	Sex		X	
	Gender Reassignment		X	
	Race		X	
	Marriage/Civil Partnership		X	
	Maternity/Pregnancy		X	
	Age		X	
	Religion or Belief		X	
	Carers		X	
	<b>If you have answered 'Yes' to any of the questions then you are required to carry out a full Equality Analysis – please go to section 2</b>			
The above named policy has been considered and does not require a full equality analysis				
<b>Equality Analysis Carried out by:</b>		Sophie Coutts		
<b>Date:</b>		11 <sup>th</sup> July 2018		