

Secondment Policy

Author(s) (name and post):	MLCSU HR Team
Version No.:	Version 2.0
Approval Date:	August 2022
Review Date:	August 2025

Document Control Sheet

Title:	Secondment Policy		
Electronic File Name:	STW ICB Secondment Policy		
ICB document ref:	HR019		
Placement in Organisational Structure:	Corporate Affairs		
Consultation with stakeholders:			
Equality Impact Assessment:			
Approval Level:	Audit Committee		
Dissemination Date:	September 2022	Implementation Date:	September 2022
Method of Dissemination:	Website / Staff intranet / Staff newsletter		

Document Amendment History

Version No.	Date	Brief Description
Version 1.0	May 2021	
Version 2.0	Aug 2022	Rebranded to the ICB.

The formally approved version of this document is that held on the NHS Shropshire, Telford and Wrekin ICB website: <https://www.shropshiretelfordandwrekin.nhs.uk/>

Printed copies or those saved electronically must be checked to ensure they match the current online version.

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1. Introduction

- 1.1 Secondment offers employees career development opportunities and a chance to develop their skill base. The Integrated Care Board (the ICB) recognises the benefits of secondments in developing its workforce. A secondment should not be used as a tool to fill permanent vacancies. In the event of an employee having two or more roles within the ICB, one of which is on a seconded basis, this policy applies only to the seconded position for the period of the secondment.

2. Scope

- 2.1 This policy will apply to all staff employed by the ICB.

3. Policy Statement

- 3.1 The overall aim of this policy is to ensure that staff on internal or external secondments are treated fairly and consistently. The policy has been produced to assist both potential secondees and managers to understand their obligations in these circumstances.
- 3.2 The ICB cannot be held responsible for any arrangements made by another external body appointing to secondment posts.
- 3.3 The ICB recognises its responsibility to ensure that no-one is discriminated against, disadvantaged or given preference, through membership of any particular group, particularly including people with disabilities, people from different ethnic backgrounds or religions, or on the grounds of any protected characteristic as outlined in the Equality Act (2010).

4. Authority and Responsibilities

4.1 Scheme of Delegation

- 4.1.1 The Operational Scheme of Delegation sets out who has responsibility for HR decisions, including approval of the operational structure, recruitment/secondments, temporary acting up allowances and the authorisation and issue of contracts of employment.

5. Responsibilities

5.1 Responsibilities of the ICB

- 5.1.1 To ensure this policy is applied consistently, monitored and reviewed.
- 5.1.2 To ensure this policy is communicated to managers and staff.

52 Responsibilities of Human Resources

- 5.2.1 To provide advice to managers and employees regarding the process involved in applying for a secondment.
- 5.2.2 To monitor that this policy is applied consistently and fairly to those employees who apply for a secondment.

53 Responsibilities of Managers

- 5.3.1 To seek advice from Human Resources prior to agreeing any secondment to ensure that appropriate arrangements are put in place.
- 5.3.2 To set objectives for the duration of the secondment and ensure these are appropriately managed in line with the local performance and development review process.
- 5.3.3 To consider, where appropriate, secondments for filling temporary posts within the organisation in order to create development opportunities for staff.
- 5.3.4 To advise the Finance Team of all secondments, both internal and external to the ICB so that appropriate recharge arrangements can be put in place where appropriate and agreed as part of the secondment offer.
- 5.3.5 To ensure that this policy is fairly and consistently applied to all staff irrespective of their age, sex, religious belief, disability, or sexual orientation.

54 Responsibilities of Employees

- 5.4.1 To seek agreement with their manager at the earliest available opportunity of any secondment opportunities.
- 5.4.2 To comply with the working/cover arrangements of the department or host employer. Any agreement to exceed/reduce their contractual working hours will be subject to agreement at the initiation of the secondment and in line with the conditions of the Working Time Regulations.
- 5.4.3 To keep in regular contact with their manager at the ICB during any secondment.
- 5.4.4 To undertake appropriate re-training, re-orientation or induction on return from any Secondment.

6. Definitions

- 61 **External Secondment** – means a secondment to a post outside the management of the ICB. Within the terms of such a secondment the ICB would continue to be the ‘employer’ whilst the organisation to which the employee is seconded may be referred to in this document as the ‘Host Organisation’.
- 62 **Internal Secondments** – means a secondment to a post within the management of the ICB.
- 63 **Seconded** – means the employee being seconded.
- 64 **Seconded’s employer** – means the organisation which employs the seconded prior and during the secondment.
- 65 **Host Organisation** – means the external organisation to which the employee is seconded.

7. Benefits of Secondments

7.1 Benefits for the Seconded

- 7.1.1 The opportunity of wider career and personal development.
- 7.1.2 Acquire valuable experience.
- 7.1.3 Able to test and apply specific skills in different organisational environments.
- 7.1.4 Gain new skills and experiences in challenging areas.
- 7.1.5 Develop wider networks.

7.2 Benefits for the Seconded’s Employer

- 7.2.1 Gains enhanced employee skills, team-working and cross functional communications.
- 7.2.2 Improves workforce morale and motivation.
- 7.2.3 Develops wider networks and contacts.
- 7.2.4 Builds a reputation as a good employer.

7.3 Benefits for the Host Organisation

- 7.3.1 Gains assistance with projects.

7.3.2 Gets an external perspective.

7.3.3 Develops closer links with other organisations.

8. When to offer a secondment

8.1 Secondments may be offered in the following circumstances (with reference to the Fixed Term contract – Guidelines for Managers attached as appendix 1):

8.1.1 Time Limited Projects.

8.1.2 To cover a period of Maternity Leave.

8.1.3 To cover planned Sickness Leave (usually over 3 months).

8.1.4 To cover a career break.

8.1.5 Impending organisational change when it is inappropriate to recruit to a permanent post.

8.1.6 For identified individual development as part of a PDR/Personal Development Plan.

8.2 Secondments should not be used to cover permanent vacancies.

9. Key Principles

9.1 It should be noted that there is no change of employment with an external secondment and continuity of employment and existing terms and conditions are retained by the employee.

9.2 How long does a secondment last?

9.2.1 Minimum of 3 months and a maximum of 24 months with exceptions to be arranged with the relevant manager with involvement from Human Resources.

9.3 Who pays whilst an employee is on an external secondment?

9.3.1 The secondee will continue to be paid by the secondee's employer for the duration of the secondment. Arrangements for reimbursement / recharge to the Host Organisation will be confirmed before the secondment takes place. The details will be included in the Secondment Agreement that is signed off by the secondee, the secondee's employer and the Host Organisation.

9.4 How will pay be determined?

9.4.1 If the secondment post is within the same pay band as the substantive post of the secondee, there will be no increase in pay. If the secondment post is in a higher pay band, pay will be set in line with the NHS Terms and Conditions Handbook. Secondments to non NHS organisations may lead to staff being paid ad hoc salaries to reflect the Host Organisations pay structures.

95 How will the secondee be paid expenses?

9.5.1 The secondee should submit expenses, for example, travel expenses via the secondee's employer's procedures who will seek re-imbursment from the Host Organisation. Expenses should be signed off in line with the Host Organisation and secondee's employer's authorisation process in order to comply with audit requirements and standing financial instructions.

10. Recruitment to Secondments

- 101 Prior to the commencement of recruitment to a post, ensure that in the first instance for a new role an establishment control has been authorised by Finance for the funding of the new role. If the post is already on the organisation's establishment, then no further approval from Finance is required.
- 102 Managers must ensure that there is a clear business need with specific outcomes identified.
- 103 Care needs to be taken to ensure equality of opportunity for all potential applicants. This applies particularly where there is a promotional secondment or the secondment is likely to be for a long duration.
- 104 Recruiting managers should produce a job description and person specification for the role and seek approval for the secondment post via relevant ICB control processes. The recruitment and interview process should be no different to any other form of recruitment.
- 105 All posts should be advertised via the NHS Jobs Website in order to ensure equity of access and transparency of process, however, it is recognised that it may be beneficial to offer secondments via an internal expression of interest without formally advertising. The process for an expression of interest should be discussed in advance with Human Resources.
- 106 Recruiting Managers may limit recruitment to "internal only" or to applications from a specific department where continuity of supervision / service delivery, specialist skills or management are considered essential. This can be specified when advertising posts on the NHS Jobs Website.
- 107 Secondments should not intentionally be used as probationary periods.

11. Applying for a Secondment

11.1 Guidelines for Managers of Secondees

11.1.1 Employees should approach their manager indicating that they have applied or wish to apply for an internal or external secondment.

11.1.2 There is no explicit obligation on the manager to release an individual but proper consideration should be given to such a request particularly when any combination of the following circumstances apply:

- a. The secondment offers an opportunity for the individual to satisfy one of their Personal Development Plan elements and possibly provides internal secondment opportunities for remaining staff, allowing them to develop.
- b. The secondment will benefit the ICB by enabling the potential secondee to return at the end of their secondment with, for example, wider experience, the benefit of having held a more responsible role, or having gained specialised experience which fits in with ICB objectives.
- c. The secondment offers an opportunity for an 'at risk' employee.

11.1.3 A refusal to allow an individual to take up a secondment opportunity should be carefully considered and potential long term benefits to the ICB should not be overlooked. The employee should be given a full opportunity to explain why they regard the secondment as appropriate before a decision is made. An explanation should be given to the employee if a request is turned down.

11.1.4 A request for extension of an existing secondment should be considered in a similar way.

11.1.5 It may also be useful for the ICB manager to discuss such a request with the Host Organisation in order to understand fully the purpose, length and potential advantages of the extension.

11.1.6 The provision of cover for any seconded employee must be organised in accordance with ICB policies.

11.2 Guidelines for Secondees

11.2.1 Potential Secondees should ensure that they advise their manager at the earliest opportunity during the recruitment process of their interest in a secondment opportunity. Some secondments state that this must occur before an application is made. This differs from the normal recruitment process where there is no such obligation, as the secondee will normally be expecting to retain the right to return to their

substantive position.

- 11.2.2 In any event the potential secondee should always advise their manager, at the very latest, on being informed that they have been shortlisted for interview. This will give both the opportunity for the manager and employee to discuss how the secondment fits in with the individual's Personal Development Plan and the potential benefits to both the employer and the individual.
- 11.2.3 No employee has an automatic entitlement to be released for a secondment.
- 11.2.4 Staff have the right to have any requests for a secondment to be seriously considered, especially if identified as part of a Personal Development Plan, and that where their request is appropriately rejected, reasons must be given.
- 11.2.5 The initiative for an individual to be seconded may come from management. In such circumstance the individual should always have the right to reject such a proposal without suffering any detriment which is directly the result of having refused such an opportunity.
- 11.2.6 An employee may use the Grievance Procedure if they feel that they have been treated unfairly.

11.3 Communication

- 11.3.1 Three-way communication between the secondee, the Host Organisation and the employer is encouraged to ensure that there is a proper understanding of the purpose and arrangements applying to the secondment.
- 11.3.2 The secondee can assist in establishing good communication between the Host Organisation and the employer by providing named contacts in each organisation who can liaise on detailed arrangements. However, it will remain the responsibility of the Host Organisation and the ICB to ensure that financial and other necessary arrangements are properly made.
- 11.3.3 It is helpful for arrangements to be confirmed in writing between the secondee, the secondee's employer and the host organisation. This would take the form of a Secondment Agreement (**Appendix 2**). It is the responsibility of the employing organisation to complete this form, i.e. if an individual is to be seconded into the ICB from an external organisation, it is for the external organisation to complete, if an individual from the ICB is being seconded out to an external organisation it is for the ICB to complete the secondment agreement.
- 11.3.4 Good communication between all parties will ensure that towards the

end of the secondment, the secondee has the opportunity to discuss their return to the employing organisation or any other alternatives with their manager.

11.3.5 The secondee should be informed of, and consulted about, any organisational change that takes place within the secondee's employing ICB during the period of the secondment.

11.4 Returning following Secondments

11.4.1 Staff normally return to their substantive post or a post of similar status following their secondment. In the event that this may not be possible e.g. as a result of organisational change, the secondee has the right to be treated as if they were working in their substantive post and will be consulted with at the time of the change in line with the ICB's Management of Organisational Change Policy.

11.4.2 Appropriate arrangements should be put in place for staff returning from secondments.

12. Equality and Diversity

12.1 In applying this policy, the ICB will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

13. Monitoring and Review

13.1 The ICB will have responsibility to monitor the effectiveness of this policy and review it every 3 years in conjunction with Human Resources and Trade Union representatives. Where a review is necessary due to legislative change, this will happen immediately and will be approved by the Audit Committee under delegated decision making.

14. Fraud Bribery and Corruption

14.1 Unfortunately fraud, bribery and corruption, as well as theft, does occur throughout the NHS, and as such all NHS employees have a duty to ensure that public funds are protected. The ICB is committed to reducing the level of fraud, bribery and corruption (economic crime) within the NHS to an absolute minimum and keeping it at that level, freeing up public resources for better patient care.

14.2 If an employee, manager or volunteer suspects that there has been a potential act of fraud, bribery or corruption against the ICB or the wider NHS, or has seen any suspicious acts or events, they must report the matter to the ICB's

Counter Fraud Team (contact details can be found on the ICB's public website) or report the matter to the NHS Fraud and Corruption Reporting Line on 0800 028 4060. Alternatively reports can be made through the online reporting tool at <https://cfa.nhs.uk/reportfraud>. Further advice on counter fraud issues is available from the Executive Director of Finance, Deputy Executive Director of Finance/Fraud Champion and the ICB's Counter Fraud Team.

ICB Counter Fraud Contact details:

Paul Westwood (Heads CW Audit's Counter Fraud Team and is the ICB's nominated Local Counter Fraud Specialist)

Tel: 07545 502400

Email: paul.westwood@cwaudit.org.uk

Email: pwestwood@nhs.net (secure)

15. Counter Fraud

- 15.1 This policy should be read in conjunction with the ICB's policies covering counter fraud, bribery and corruption which can be found on the ICB's website (<https://www.shropshiretelfordandwrekin.nhs.uk/>) or you can contact a member of the Team who will be able to supply a copy.

Appendix 1

Fixed Term Contracts & Secondments – Manager's Guidelines

1. What is a fixed-term contract?

A fixed term contract is a contract that lasts for a specified time or will end when a specified task, project or event has been completed.

They allow both the employee and employer to be flexible in their commitment and both can benefit, as the employer has access to specialised skills to meet a particular need, while the employee can gain broader experience.

It is essential that you can demonstrate that there are transparent, necessary and objective reasons for establishing a post on a fixed-term contract which may include:-

- it is known in advance that a particular job will come to an end on a specific date
- the employment is for the purpose of completing a particular task or project
- the employment is for the purpose of replacing an employee who is to be absent from work for a period of time (e.g. on maternity leave)
- the funding is of short-term duration or dependent on external and/or limited funding and longer-term funding is unlikely
- where specific, specialist expertise or recent experience is a necessary element of the job and will only be required for a specified period
- to cover a vacancy while recruitment to a permanent position is carried out

Workers do not count as fixed-term employees if they:-

- have a contract with an agency rather than the company they're working for
- are a student or trainee on a work-experience placement
- are an apprentice, student or other trainee on a work-experience placement or temporary work scheme

Fixed-term contracts should not be used to create a trial period.

It should be made clear at every stage of the recruitment process that the post is for a fixed-term and why this is so.

2. Equal treatment of fixed term employees

Employees on a fixed-term contract should be treated no less favourably than permanent employees on most terms and conditions of employment, including:-

- all forms of pay, including expenses, bonuses and performance related pay and/or pay related benefits
- overtime
- holiday entitlements and management
- bank and public holidays
- pension rights
- sick pay and leave
- parental rights, including maternity, paternity, shared parental and adoption leave and pay
- redundancy pay
- workplace benefits such as car allowances, health care benefits etc.
- union representation
- access to training
- being informed of suitable permanent vacancies within the organisation
- to a written statement listing the reasons for the dismissal (after two years' service)

If any contractual terms rely on length of service, fixed term employees will be required to meet the qualifying period in the same way as permanent staff.

3. Continuous service

A series of successive contracts with one or more employers within the NHS will give the employee protection rights irrespective of the length of service with you as their current employer.

Under Agenda for Change terms and conditions NHS continuous service of 2 years or longer is taken into account for the calculation of redundancy payments. Therefore, you may be liable for a redundancy payment and notice for prior service even if the fixed term contract offered by you as the current employer is less than 2 years.

A break in service of **14 calendar days** or more would constitute a break in NHS service. Assuming there are no breaks in service, an employee's NHS continuous service could look like this:-

Employer 1	+	Employer 2	+	Current Employer	=	Continuous Service
9 months		9 months		12 months		30 months

Therefore they would be entitled to a redundancy payment as they have longer than the required 2 years continuous NHS service.

Any employee on successive fixed term contracts with the same employer (without a break in service) for 4 or more years may automatically become a permanent employee, unless you as the employer have very valid business reasons not to do so, or a collective agreement removes the right. External funding is not accepted as a sufficient reason.

Fixed Term Contract v Secondment

If you wish to fill a vacancy on a fixed term basis it is always advisable to advertise the role as a fixed term contract or secondment opportunity. A secondment will allow an individual currently working within the NHS to fill a fixed term position within the ICB without leaving their substantive employer, removing the risk associated with ending a fixed term contract and redundancy payments associated with continuous service. The Secondment Policy should be referred to for specific in depth guidance regarding secondments.

It is recognised that there will be occasions whereby the most suitable candidate for a fixed term contract has continuous NHS service which would entitle them to a redundancy payment at the end of the fixed term contract. In such instances, it is possible to have an open and honest conversation with the candidate about breaking their service

for 2 weeks prior to commencing with the ICB. Should the candidate agree, the Recruiting Manager must inform the Recruitment Team of the agreement to allow the offer letter to be amended accordingly.

4. Ending a fixed term contract

When a fixed term contract ends on the agreed end date you will not normally need to give notice but it is to good practice to do so, usually at a meeting with the employee and followed up in writing. This discussion must include the reasons for the ending of the contract and what actions, if any, are proposed at the end of the contract. The employee is entitled to receive a written statement providing the reason(s) for the dismissal if it happens after they have accrued 2 years NHS continuous service.

Where a fixed term contract comes to an end and you decide not to renew it, this is generally considered to be a dismissal. Therefore, you must be able to demonstrate that you have a fair reason for the dismissal (which is usually redundancy) and that you have followed a fair procedure in dismissing the employee.

A redundancy will occur only where the need for the employee to perform work of a particular kind, ceases or diminishes or is expected to do so. In the case of an individual employed to cover for maternity or shared parental leave, the reason for the expiry of the fixed-term contract will be "some other substantial reason" (as opposed to redundancy) as the work has not ceased or diminished but come to an end for that particular employee.

If an employee continues working past the end of a contract without it being formally renewed, there's an 'implied agreement' by you, the employer, that the end date has changed and you would still need to give proper notice to dismiss as the agreed end date has past. The employee would also be entitled to receive the appropriate notice period detailed in their contract of employment.

6. Notice Periods

If the work ends before the agreed end date *or* the employee wishes to terminate their contract early the appropriate notice period must be given as detailed in the employee's contract. For notice to be effective it should be in writing and specify the date of termination.

7. Procedural steps

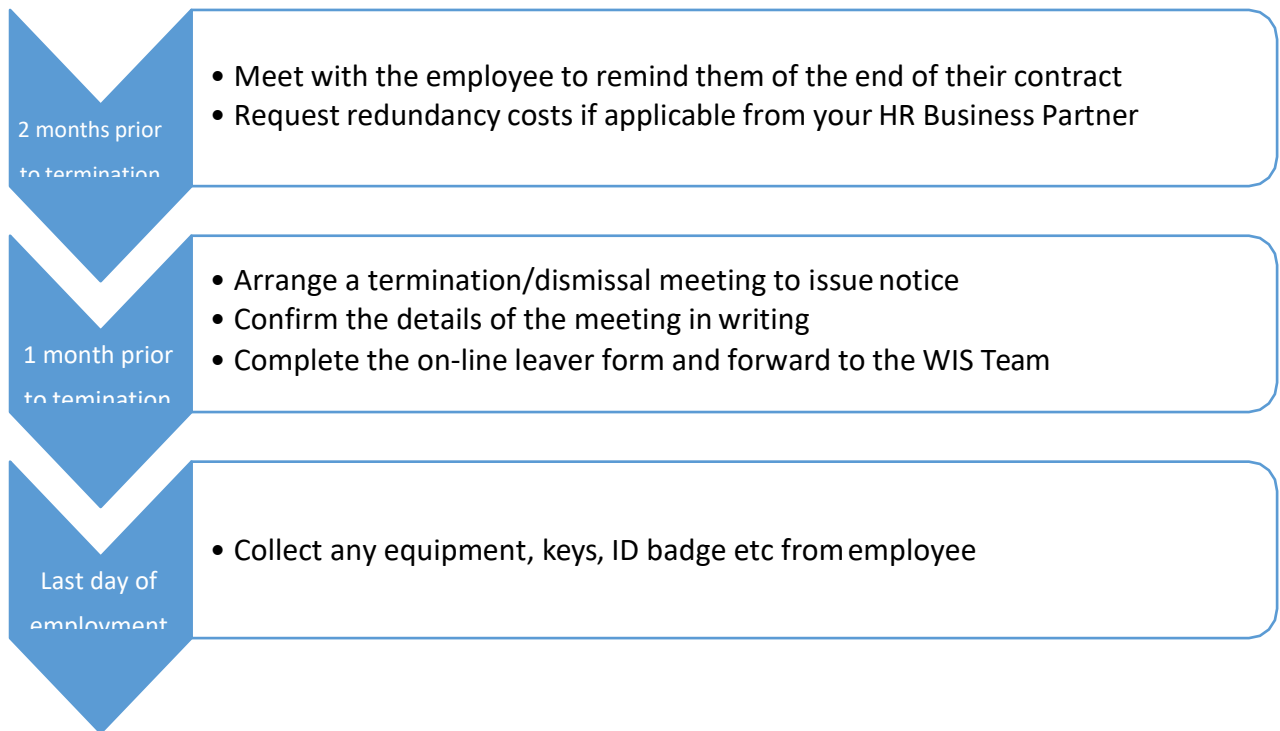
The fair steps for you to take when dealing with the end of fixed-term contracts should include at least the following stages:-

- **Remind the employee.** This should be done in a reasonable time before the fixed-term contract is due to end and it is advisable to remind the employee in writing of the potential end date. A 2 month period is deemed as reasonable, depending on the length of the contract.
- **Dismissal meeting.** At least a month in advance of the end date a meeting should take place with the employee in which they are reminded that the contract is due to end on the given date and the prospect of the contract being renewed or extended is discussed.

If the existing contract cannot be renewed or extended, the employee should be informed of this and any alternative positions discussed. They should be given as much information as possible on the prospects of the contract being renewed or extended and advised of the risk of dismissal at the end of the term. This meeting should be followed up by a letter which confirms the dismissal at the end of the fixed term, information on redundancy pay (if applicable) and the right to appeal.

- **Suitable alternative work.** Fixed term employees should be encouraged to apply for any suitable alternative work via the usual recruitment process at any point during their employment.
- **Redundancy payment.** Employees on fixed-term contracts are entitled to a redundancy payment if they have worked continuously for the NHS for a period of 2 years or more. Whenever a redundancy payment is made, the employee must be given a written statement showing how the payment has been calculated.
- **Appeal.** Fixed-term employees have the right to appeal against notice of dismissal on the grounds of redundancy. Although this may seem odd, they may have identified another role that they can do or they may disagree that the role is redundant.

6. The Dismissal Timeline



8. Redundancy pay

Redundancy pay is only payable to those employees with 2 years or more continuous NHS service regardless of which NHS organisation they may have been employed by. An employee on a fixed term contract must receive the same payments as any equivalent permanent employee.

9. Pregnancy, Maternity, Adoption, Parental & Shared Parental Leave

You can decide not to renew a fixed term contract during an employee's maternity, adoption, parental or shared parental leave if there is genuinely no other work for them to do.

However, you should ensure that there are other justifiable reasons for not renewing the contract and that these are unconnected with the pregnancy, maternity, adoption, parental or shared parental leave.

If in doubt it is advised to seek advice prior to taking any further action from the Human Resources Team.

10. FAQ's

Can an employee claim unfair dismissal?

An employee will not have a claim for unfair dismissal if you have a fair reason to dismiss and that you acted fairly and reasonably in dismissing the employee for that reason and followed a clear procedure.

Given that the expiry of a fixed-term contract constitutes dismissal, what will usually be a fair reason for dismissal?

There is no hard and fast rule on what the reason will be for termination due to the expiry of a fixed-term contract. If an employee has at least 2 years service, regardless of whether some or all of the service is on a fixed-term contract, he or she has acquired the right not to be unfairly dismissed.

You must have a fair reason for not renewing the contract (see section1). Often, a fixed-term contract has been imposed because there is a set piece of work to do. If that set piece of work has come to an end, the reason for non-renewal is likely to be redundancy, on the basis that the requirement for an employee to do the work has ceased or diminished.

In the case of an individual employed to cover maternity, adoption or shared parental leave it is more likely that the expiry of the fixed-term contract constitutes "some other substantial reason" for dismissal as the work itself hasn't ceased or diminished but the need to employ that person has.