



## Secondment Policy

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## CONSULTATION SCHEDULE

Name and Title of Individual	Groups consulted	Date Consulted
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Staff Side		Aug 2019

## RATIFICATION SCHEDULE

Name of Committee approving Policy	Date
Communications, Engagement, Equality & Employment Committee	June 2019
Governing Bodies meetings in common	August 2019
Integrated Care Board	July 2022

## VERSION CONTROL

Version	Version/Description of amendments	Date	Author/amended by
1	New Policy	2013	MLCSU
2	Aligned for 6 ICB	2019	Becky Bather
2.1	Add 11.1.7 regarding possible VAT payment	Mar 2020	Becky Bather
3.0	Adapted for ICB	Jul 2022	Jane Chapman
4.0	Reviewed and updated, as per schedule	May 2023	Zena Richards

## Impact Assessments – available on request

	Stage	Complete	Comments
Equality Impact Assessment	1	Y	No amendments recommended
Quality Impact Assessment			
Privacy Impact Assessment			

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## **1. Introduction**

- 1.1 Secondment offers employees career development opportunities and a chance to develop their skill base. NHS Staffordshire & Stoke-on-Trent 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. Responsibilities**

### **4.1 Responsibilities of the ICB**

4.1.1 To ensure this policy is applied consistently, monitored and reviewed.

4.1.2 To ensure this policy is communicated to managers and staff.

### **4.2 Responsibilities of the ICB's Commissioning Support Provider**

4.2.1 To provide advice to managers and employees regarding the process involved in applying for a secondment.

4.2.2 To monitor that this policy is applied consistently and fairly to those employees who apply for a secondment.

### **4.3 Responsibilities of Managers**

4.3.1 To seek advice from Human Resources prior to agreeing any secondment to ensure that appropriate arrangements are put in place.

- 4.3.2 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.
- 4.3.3 To consider, where appropriate, secondments for filling temporary posts within the organisation in order to create development opportunities for staff.
- 4.3.4 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.
- 4.3.5 To ensure that this policy is fairly and consistently applied to all staff irrespective of their age, sex, religious belief, disability, or sexual orientation.

#### 4.4 **Responsibilities of Employees**

- 4.4.1 To seek agreement with their manager at the earliest available opportunity of any secondment opportunities.
- 4.4.2 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.
- 4.4.3 To keep in regular contact with their manager at the ICB during any secondment.
- 4.4.4 To undertake appropriate re-training, re-orientation or induction on return from any Secondment.

### 5. **Definitions**

- 5.1 **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’.
- 5.2 **Internal Secondments** – means a secondment to a post within the management of the ICB.
- 5.3 **Seconded** – means the employee being seconded.
- 5.4 **Seconded’s employer** – means the organisation which employs the seconded prior and during the secondment.
- 5.5 **Host Organisation** – means the external organisation to which the employee

is seconded.

## **6. Benefits of Secondments**

### **6.1 Benefits for the Secondee**

6.1.1 The opportunity of wider career and personal development.

6.1.2 Acquire valuable experience.

6.1.3 Able to test and apply specific skills in different organisational environments.

6.1.4 Gain new skills and experiences in challenging areas.

6.1.5 Develop wider networks.

### **6.2 Benefits for the Secondee's Employer**

6.2.1 Gains enhanced employee skills, team-working and cross functional communications.

6.2.2 Improves workforce morale and motivation.

6.2.3 Develops wider networks and contacts.

6.2.4 Builds a reputation as a good employer.

### **6.3 Benefits for the Host Organisation**

6.3.1 Gains assistance with projects.

6.3.2 Gets an external perspective.

6.3.3 Develops closer links with other organisations.

## **7. When to offer a secondment**

7.1 Secondments may be offered in the following circumstances:

7.1.1 Time Limited Projects.

7.1.2 To cover a period of Maternity Leave.

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

7.1.4 To cover a career break.

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

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

7.2 Secondments should not be used to cover permanent vacancies.

## **8. Key Principles**

8.1 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.

### **8.2 *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.

### **8.3 *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.

### **8.4 *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.

### **8.5 *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 reimbursement 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.

## **9. Recruitment to Secondments**

- 9.1 It is the responsibility of the line manager to the employee to manage the full process on all recruitment matters as per the ICB Recruitment and Selection Policy. Prior to the commencement of recruitment to a post, an ESR00 (staffing control form) should be completed by the recruiting manager and submitted to the current line manager, who will ensure that the required financial checks are undertaken and submit the request to the Chief Executive Officer for endorsement. The recruiting manager will be advised of the outcome and next steps.
- 9.2 Managers must ensure that there is a clear business need with specific outcomes identified.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 Secondments should not intentionally be used as probationary periods.

## **10. Applying for a Secondment**

### **10.1 Guidelines for Managers of Secondees**

- 10.1.1 Employees should approach their manager indicating that they have applied or wish to apply for an internal or external secondment.
- 10.1.2 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.

10.1.3 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.

10.1.4 A request for an extension of an existing secondment should be considered in accordance with the needs of the service and be mutually agreed by all parties and confirmed in writing. If an extension is refused, an explanation should be given to the employee. The appropriate notice periods as detailed in the secondment agreement should also be adhered to.

10.1.5 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.

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

10.1.7 Secondments from the ICB into non-NHS organisations may be subject to VAT and Managers should seek advice from the Finance Team before confirming any secondment arrangements.

## 10.2 Guidelines for Secondees

10.2.1 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.

10.2.2 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.

10.2.3 No employee has an automatic entitlement to be released for a secondment.

10.2.4 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.

10.2.5 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.

10.2.7 The secondment can be terminated by either party in writing with the appropriate or previously agreed notice period.

10.2.8 An employee may use the Grievance Procedure if they feel that they have been treated unfairly.

### 10.3 **Communication**

10.3.1 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.

10.3.2 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.

10.3.3 It is helpful for arrangements to be confirmed in writing between the secondee, the secondee's employer and the host organisation. This should take the form of a Secondment Agreement (**Appendix 1**). It is the responsibility of the host organisation to complete this form, i.e. if an individual is to be seconded into the ICB, the ICB will complete this form, if an individual from the ICB is being seconded out to an external organisation it is for the external organisation to provide the ICB with a secondment agreement.

10.3.4 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.

10.3.5 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.

#### **10.4 Returning following Secondments or a secondment resulting in a permanent appointment**

10.4.1 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 Management of Organisational Change Policy.

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

10.4.3 Where a full recruitment process was carried out for the secondment, the individual may be offered the post should it become permanent. If a full recruitment process was not followed than a recruitment and selection process will need to be carried out.

### **11. Equality and Diversity**

11.1 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.

### **12. Monitoring and Review**

12.1 The ICB will have responsibility to monitor the effectiveness of this policy and review it every three years. Where review is necessary due to legislative change, this will happen immediately. Minor changes may be approved by the Chief People Officer.

## Appendix 1

### NHS Staffordshire Clinical Commissioning Group Secondment Agreement

#### 1. PURPOSE

The purpose of this agreement is to describe the arrangements between NHS Staffordshire & Stoke-on-Trent Integrated Care Board, the secondment organisation [herein referred to as 'the ICB'], (employer), the employing organisation [herein referred to as 'the employer']; and (employee), the secondee, to carry out the role as detailed below and overleaf.

#### 2. PERSONAL DETAILS

Secondee Details	
Name	
Home Address	
Substantive Post Title & Band	
Substantive Employer	

#### 3. SECONDMENT DETAILS

Seconded Job Title	
Host organisation:	NHS Staffordshire & Stoke-on-Trent ICB
Your job title will be:	
The duties of your post are outlined in the job description provided. This is not an exhaustive list of your duties and responsibilities and may be varied as appropriate following prior consultation with you.	

Line Manager	
While on secondment, your ICB Line Manager will be:	

Pay	
The banding of the seconded post is:	
Salary:	£
The ICB will arrange for cross charging of appropriate funds including travel expenses. You will continue to be paid by your employer as normal. Membership of the NHS Pension Scheme is not affected by this secondment and contributions will continue to be deducted from your salary in accordance with the normal rules of membership by your substantive employer.	

Hours	
Your normal working hours will be: -	per week
Your normal working days will be: -	
You may be requested on occasion to work additional hours. Any such request will be consistent with the agreement on Working Time Regulations and following prior consultation with you.	

## Base

Your base will be:

Your post may involve travelling to other locations as defined by the ICB. You will receive appropriate reimbursement of expenses in line with the NHS Terms & Conditions of Service Handbook. Should you have a lease car, arrangements must be made directly with your substantive employer Finance department and/or Lease car provider as necessary.

## Secondment Period

Start Date:

End Date:

## Notice

A minimum of 4 weeks' notice in writing is required in the event of early termination of secondment by either party or to discuss extension of the secondment.

Any extension beyond the end of the secondment period will be in line with service requirements and negotiable between all parties.

## Employment Contract

The terms and conditions for this secondment will be those as detailed in your substantive contract of employment.

You will continue to be an employee of your current employer and your terms and conditions will remain the same. Any variations to your terms and conditions (e.g. pay, hours) will be clearly stated. Throughout the period of the secondment you will retain your substantive post (notwithstanding any organisational change). Please note the secondment will not prejudice you adversely in any way as regards your rights in relation to any re-organisation proposals arising from such changes, or otherwise.

## Sickness Absence, Annual Leave, Public Holidays

Arrangements for the reporting of sickness absence and authorisation of leave will be agreed with the secondment employer.

The ICB shall require, in the event of sickness, for you to notify both your employer and the ICB in accordance with the agreed procedure of each party.

You shall be entitled to annual leave during the period of the Secondment in accordance with your contract of employment. Other than in respect of annual leave which has been agreed between your employer and you prior to the Agreement Date, your employer shall not agree to you taking annual leave during the Secondment without the prior approval of the Line Manager within the ICB.

As far as is reasonably possible, the leave to be taken during the Secondment should amount to the pro rata leave entitlement for the period of the Secondment.

## Performance Appraisal

The ICB appraisal arrangements will apply during the period of secondment. Appraisal of performance will be undertaken by (Name) (secondment employer), using their process and paperwork.

## Employee Conduct & Capability

Any concerns regarding capability will be brought to your attention by your line manager within the ICB and if necessary, will be dealt with in accordance with the ICB policies on the management of employee Capability. Your employer will be made aware of any concerns.

All matters of grievance and discipline shall be dealt with by the employer in accordance with its normal grievance and disciplinary procedures. The ICB agrees to co-operate fully and promptly with your employer to resolve grievances raised by the employees.

The ICB shall report to your employer, at the earliest possible opportunity, all matters which it reasonably believes may require disciplinary action, and to co-operate fully and promptly in any subsequent action which may be necessary.

### **Professional Registration**

Staff undertaking work which requires professional registration are responsible for ensuring that they are so registered and that they comply with any Codes of Conduct applicable to that profession. Proof of registration must be produced on appointment and, if renewable, proof of renewal must also be produced. Failure to maintain registration or loss of registration will be treated as a breach of your terms and conditions of employment and may result in the Disciplinary Policy and procedure being invoked.

### **Health & Safety**

You have a duty under health and safety legislation to take reasonable care for the health and safety of yourself and of others who may be affected by your actions or behaviours.

Whilst on secondment, you must familiarise yourself with the ICB Health and Safety Policy and supporting policies and procedures applicable to your area of work.

In addition, you have a responsibility to co-operate with the ICB management and others in meeting statutory requirements.

For the duration of the secondment you will be required to adhere to the ICB's policy on smoking on their premises. The ICB operates a total non-smoking policy on all sites.

Neither the employer nor the ICB accepts responsibility for damage to or loss of your personal property whilst at work or elsewhere. You are, therefore, recommended to consider insuring your own property.

### **Confidentiality and Data Protection**

#### **Obligations Arising from Data Protection Legislation and General Obligations**

You shall at all times during the secondment act in accordance with the Data Protection Act 1998 ("the 1988 Act") and shall comply with this legislation and policy enforced within the ICB. Similarly no information of a personal or confidential nature concerning the ICB should be divulged to anyone without proper authority having first been given. If you are in any doubt whatsoever as to the authority of a person or body asking for information you must seek advice from your ICB line manager.

Failure to observe these obligations will be regarded by the ICB as serious misconduct that could result in disciplinary action being taken against you.

### **Whistleblowing**

During your secondment, if you have serious concerns where, due to malpractice, fraud, abuse or other inappropriate acts/omissions, the interest of others or the organisation itself is at risk, then you have the right to report this matter under the ICB's Whistleblowing Policy. A copy of this policy is available from the ICB intranet.

### **Standards of Business Conduct**

You must declare any controlling or significant financial interest held by you or any close relative or associate of yours in any organisation (e.g. private company, public sector organisation, voluntary organisation) which may compete for a contract to supply either goods or services to the ICB during the period of your secondment. All such interest must be declared to your Manager, in writing, either on commencement of your secondment with the ICB or upon acquisition of the interest.

Additionally, you must not compete against the ICB to provide goods or services to a third party during the period of your secondment. The restriction applies to you in a personal or professional capacity and also to any organisation in which you hold a controlling or significant financial interest (e.g. private company, partnership).

Failure to declare a relevant interest may lead to disciplinary action being taken against you.

### **Employee Status**

Your employer and the ICB agree that you shall remain an employee of your employer throughout the duration of the secondment and you shall not be deemed to be an employee of the ICB by virtue of the Secondment and shall not be entitled to any salary, pension or other benefits or payments by the ICB.

It is agreed that your employer shall be solely responsible for all income tax liability, National Insurance contributions or any other statutory charges in respect of any payment to you for the provision of services to the ICB under this Agreement.

### **Liability**

Any issues relating to the management of the employee including assessments/reviews, disciplinary and grievance procedures, issues relating to pay and conditions, sick leave, pension and other employment issues are the responsibility of the Employing Organisation. The Employee shall not become an Employee of the ICB and shall not under any circumstances make any claim against the ICB in respect of sick pay, redundancy or unfair dismissal or any other right associated with employment whether as a result of the Common Law or statute. The ICB will assist the Employing Organisation in every respect with any documentation or access whenever it is requested to do so.

It is agreed between the Employing Organisation and the Secondment Organisation that each shall indemnify the other and its staff against all and any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at Common Law in respect of any injury to any person, injury resulting in death and any loss of or damage to personal property directly related to such injury where such injury, loss or damage is caused as a direct result of the negligence of the relevant party or any of the relevant party's staff.

The Secondment Organisation will indemnify the Employing Organisation against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising under any statute or at Common Law and made against the Employing Organisation by the Employee where such claims are, in the reasonable opinion of the Employing Organisation, brought about directly or indirectly by the actions of the Secondment Organisation.

The Secondment Organisation will indemnify the Employing Organisation against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the Employee in providing the Secondment Services.

**4. SECONDMENT AGREEMENT FORM**

We hereby agree the secondment of the above named individual on the conditions set out in the foregoing agreement.

<b>On Behalf of the ICB (the Host)</b>	
<b>Name</b>	
<b>Position</b>	
<b>Signature</b>	
<b>Date</b>	

<b>On Behalf of the Employer</b>	
<b>Name</b>	
<b>Position</b>	
<b>Signature</b>	
<b>Date</b>	

<b>Seconded</b>	
<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

