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Secondment

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1 Overview

1.1 What is this about?

1.1.1 We support a number of police forces, crime agencies and partner organisations from time to time by seconding people to them (external secondment). We also ask for assistance to support some of the work we do (inward secondment).

1.1.2 Here we outline the steps to follow when managing requests for secondment.

1.2 Who is this for?

1.2.1 This is for all officers and authority/police staff. The procedural differences for secondments within SPA Corporate and SPA Forensic Services are highlighted throughout this document.

1.2.2 International training secondments, education or development activity is outside the scope of this procedure.

1.3 Key information

- “A secondment is a period of time when someone is sent to work for another organisation temporarily, either to increase the number of workers there, to replace a worker, or to exchange experiences and skills”.
- Responsibility for the control and approval of all secondment requests is set out in the table below.

Area	Responsible person	Administrative responsibility
Police Scotland	DCC Local Policing	Resource Planning and Coordination Unit
SPA, Corporate Services	SPA Chief Executive	SPA Workforce Governance
SPA, Forensic Services	SPA, Director of Forensic Services	Resource Planning and Coordination Unit

- When considering requests for secondment, we will look at:

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- the specific needs of the request;
- whether this advances policing and/or organisational priorities;
- the risks and benefits to organisational reputation;
- the opportunity for professional development;
- our ability to support the abstraction and the impact on service delivery.

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2 Staff/Officers

2.1 What you need to do

- Acquaint yourself with information in relation to secondment opportunities you may be interested in.
- Consider any internally advertised secondment opportunities with host organisations and submit an application if you would like to apply.
- Discuss externally advertised opportunities with your line manager/management team, providing them with a report outlining your wish to apply, include any relevant information for consideration by the relevant authority.
- You may contact your Federation/Association of Scottish Police Superintendents (ASPS) representative or Trades Union (TU) representative for guidance and advice.

2.2 Types of secondment

2.2.1 A request or advert from another organisation looking for someone to support a knowledge or skills gap in their workforce that we are willing to support is considered an 'external secondment'.

2.2.2 External secondment opportunities are often available:

- through pre-approved internal advertisements;
- through direct contact with partner agencies;
- from private sector advertisements and external employers; or
- for the purposes of gaining a professional qualification or experience.

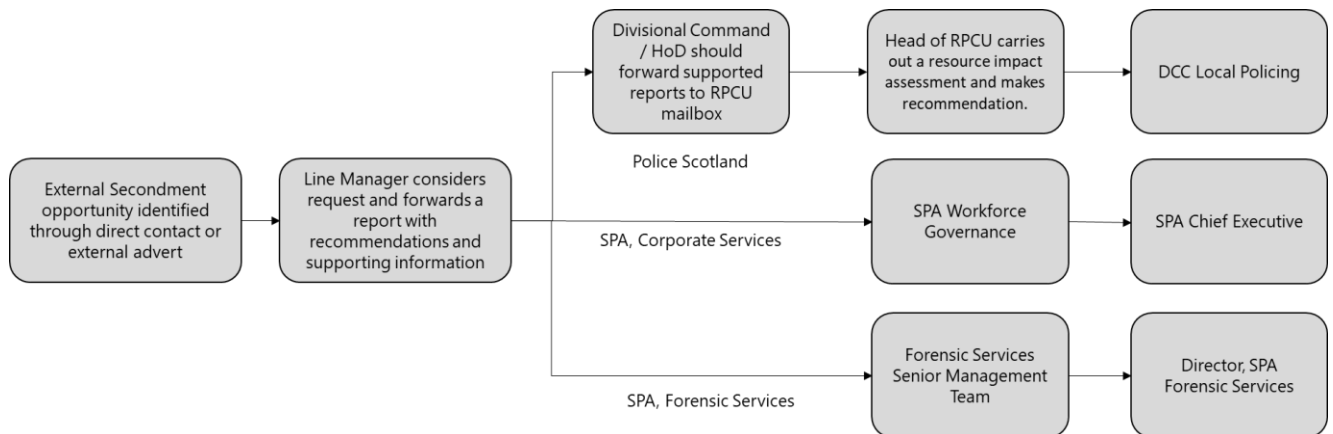
2.2.3 All external secondment opportunities must have organisational oversight and will only be supported where prior authorisation from the appropriate Assistance Chief Constable (ACC) or functional lead has been given. International secondments, although rare, bring other unique challenges with implications for pensions regulations which cannot be avoided and additional scrutiny/assurances may be applied. The steps for approval are set out in the next section.

2.2.4 Where we as an organisation identify a particular skillset or person is needed to support a specific piece of work we are doing and we have exhausted all established recruitment processes, we may consider an

“inward secondment”. Before proceeding with this, we will evidence that the established recruitment opportunities have been exhausted, and must ensure we have budgetary approval and authorisation as required.

2.3 Making a case for external secondment (supporting a request to advertise a vacancy from another organisation)

2.3.1 All requests for external secondment originating from direct partner agency contact or external advertisement must be discussed with line management and follow the governance route outlined below before a candidate will be supported.



2.3.2 Where required, the appropriate administration function will coordinate the presentation of requests to the appropriate responsible person and notify the recruitment and selection team of any advertising needs.

2.4 Advertising external secondments

2.4.1 Approval to proceed with an advert for external secondment will be taken forward by the appropriate administering function as set out in the key information section.

2.4.2 Depending on the nature of the opportunity, any recruitment activity will be based on:

- the ability to support the abstraction and the impact on policing/business area in terms of resources and finance;
- the specific needs of the secondment/initiative;
- the skills base within our organisation;
- the length of secondment, and
- our duties to mitigate redundancy or to support an individual displaced from their normal duties because of a disability.

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2.4.3 This means that whilst all officers and staff have equal access to this procedure, we may restrict adverts to specific groups, departments or areas before promoting chances more widely.

2.5 Selecting people for secondment

2.5.1 All applications for external secondments will be considered in line with the host organisation's recruitment and selection procedures.

2.5.2 All applications for inward secondments will be considered in line with our recruitment and selection procedures.

2.6 Keeping in touch

2.6.1 It is vitally important that we continue to support those on secondment. Each administrating function will identify a contact for you centrally to ensure all stakeholders are fully aware of their roles and responsibilities during the secondment and to assist with any difficulties.

2.7 Terms and conditions during secondment

2.7.1 A Secondment Schedule and Agreement will confirm the terms and conditions of secondment. This can be individually tailored to meet the needs of each secondment and each administrating function will ensure all contractual information and procedures are in place for you.

2.7.2 While on external secondment, you will retain your terms and conditions of employment and continuous service will be maintained. Officers will continue to be covered by the Police Service of Scotland Regulations.

2.7.3 While on the premises of the host organisation aspects of the policies and procedures of that organisation will also apply to you. For example. Health and Safety, these will be detailed in the Secondment Schedule and Agreement.

2.7.4 During an external secondment, Police Scotland/SPA policies and procedures such as grievance and disciplinary will continue to apply. This includes, the Police Service of Scotland (Conduct) Regulations 2014 and the Police Service of Scotland (Performance) Regulations 2014 for police officers.

2.7.5 As a representative of Police Scotland/SPA, you are expected to conduct yourself in an appropriate manner and not take part in any activity that puts you or the reputation of the organisation at risk.

2.7.6 During external secondment, your day to day management will be passed to the host organisation and all parties will agree, in advance, how matters such as secondment duties, absence, leave, grievance and discipline will

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operate, this will be detailed in the Secondment Schedule and Agreement.

2.8 Ending a secondment

2.8.1 Any party can end the secondment prior to the agreed date. For example, the secondment may be ended if you are on long term sickness or if grievance or disciplinary proceedings have begun before the secondment starts. This is not an exhaustive list and specific details will be outlined in the Secondment Schedule and Agreement.

3 Manager

This section relates to the role of departments responsible for the governance and administration of secondments.

3.1 What you need to do:

Police Scotland Resource Planning and Coordination

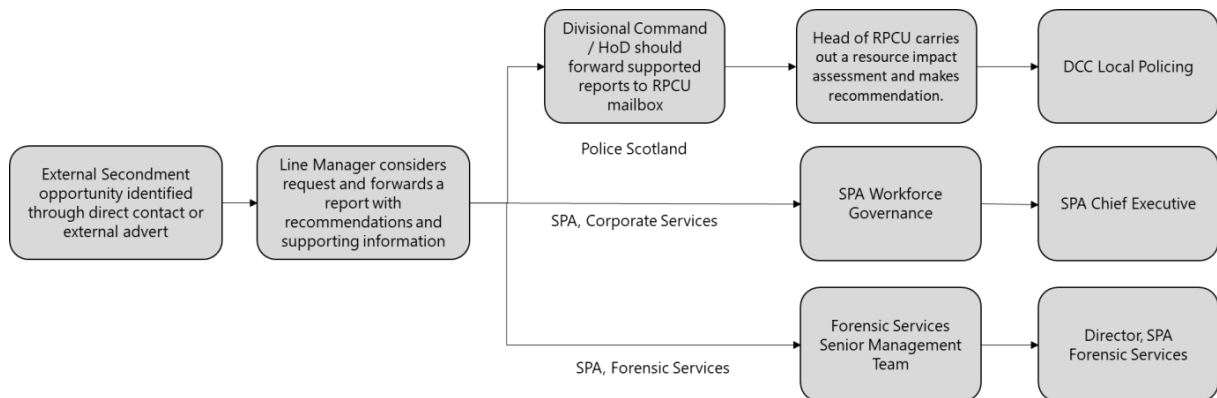
- Undertake a viability assessment for secondment requests, and forward all proposals, recommendations and advice to the Deputy Chief Constable – Local Policing for their consideration.

SPA Governance team/SPA Forensic Services SMT

- Liaise with relevant business areas to advertise, select, brief and support individuals for secondment as necessary.
- Liaise with and support officers/staff returning to the organisation following the end of the secondment.

3.2 Making a case for external secondment (supporting a request to advertise a vacancy from another organisation)

3.2.1 A request for external secondment originating from direct partner agency contact or external advertisement must follow the governance route outlined below before a candidate can be supported for secondment.



3.2.2 Each administering function should carry out a viability assessment by engaging with the requestor, management team(s), statutory authorities and government (as appropriate) to assess the:

- Value of any secondment to each organisation.
- The specific needs of the project/initiative.

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- The existing skills base in the organisation.
- Our ability to support the abstraction and the impact on policing and/or business area.
- Any liabilities for each organisation.
- The parameters of any secondment, and
- Our obligations to mitigate against redundancy or to accommodate an individual displaced from their normal duties because of disability.

3.2.3 On completion of this assessment, all requests should be passed to the responsible person with a recommendation.

3.2.4 If approved, the administrating function must liaise with the HR Business Partner and/or appropriate authority for budgetary approval to progress all employment and financial aspects, including recruitment, negotiation and completion of the Secondment Schedule and Agreement template.

3.2.5 All secondments must be accurately reflected on SCoPE and each administrating function is responsible for making sure this is done prior to the secondment starting.

3.2.6 Whilst all officers and staff should have equal access to secondment opportunities, we may restrict adverts to specific groups, departments or areas before promoting opportunities more widely.

3.3 Advertising secondments

3.3.1 Each administrating function must liaise with the recruitment and selection team to advertise as appropriate, select, brief and support individuals for secondment with reference to the National and International Deployment Welfare procedure.

3.3.2 The recruitment and selection team will advertise the secondment opportunity on the Intranet. The selection process will be in line with the host organisation who will be responsible for the selection.

3.4 Terms and conditions during secondment

3.4.1 When arranging secondments it is important that the actions and tasks of the different parties are made clear.

3.4.2 Before a secondment takes place, there should be mutual understanding and a written agreement among the three parties on the nature and terms of the secondment. These agreements must be signed before any secondment takes place and should specify:

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- The arrangements for payment of salary, allowances, pension and any expenses.
- Any arrangements about an individual's right to return to either their old position or an equivalent position.
- Any arrangements for liability of insurance, indemnity and redundancy costs.
- Whilst officers will continue to be covered by the Police Service of Scotland Regulations, the policies and procedures that apply to the secondee and how matters of discipline, grievance, absence, leave etc. will be managed will be agreed and specified.
- Provisions for ending a secondment, including notice periods, support returning to the organisation, and where appropriate vetting checks.
- The Secondment Schedule and Agreement template which is the agreement between Police Scotland/SPA/Forensic Services and the other organisation will confirm the terms and conditions for each secondment, these will be amended to meet the needs of each secondment.
- Officers/Staff will be issued a contract outlining the agreed terms and conditions, this will reflect the information in the Secondment Schedule Agreement and will be amended to meet the needs of each secondment.

3.4.3 A template Secondment Schedule Agreement is available within the reference documents section.

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4 Resources

Forms

- Recruitment Request – Police Staff Vacancy Form 120-003

Related Procedures

- Allowances and Expenses (Officers)
- Allowances and Expenses (Staff)
- Capability (Attendance and Performance) Procedures (Police Officers)
- Capability (Attendance and Performance) Procedures (Staff)
- Equality, Diversity and Dignity Procedures
- Health and Safety procedures
- International Training Deployment
- National and International Deployment Welfare

Reference Documents

- Secondment Schedule Agreement Template

Useful Links

- Code of Ethics
- Data Protection Act 2018
- General Data Protection Regulation (GDPR)
- Overseas Security and Justice Assistance Guidance
- Police and Fire Reform (Scotland) Act 2012
- Police Service of Scotland (Temporary Service) Regulations 2013
- Police Service of Scotland (Conduct) Regulations 2014
- Police Service of Scotland (Performance) Regulations 2014
- Scottish Police Authority (Provision of Goods and Services) Order 2013



Secondment Schedule Agreement Template

Name of Secondee			
PSI Number			
Seconding Organisation: Name of Organisation			
Seconding Organisation: Name of Representative			
Host Organisation Office Address			
Host Organisation Contact: Email Address			
Host Organisation Contact: Telephone Number			
Purpose of Secondment			
Start Date of Secondment	End Date of Secondment	Period of Secondment (Months)	
Working Pattern of Secondee Whilst on Secondment If part time, please provide full details of days and hours worked.			
Location of Secondment			
Salary			
Allowances (if applicable)			
Financial Arrangements for Reimbursement/Charge Costs			Please quote Code Please submit invoices (agreed time e.g. weekly/monthly/quarterly) to : Host Contact email

Secondment Funding Agreement	
Note the details of the agreement for salary and any expenses incurred.	
Contact for Invoicing Purposes Please include name, address, telephone number and email address.	Please send invoices to Host contact (External Host Organisation) who will ensure they are passed to Finance for payment. Contact details as above.

The following Agreement (“the Agreement”) sets out the terms and conditions of the secondment. The Schedule attached to this Agreement is incorporated in and forms part of this Agreement.

1. Definitions

“Secondment Duties” means the work to be undertaken by the secondee during the period (the duration of the secondment defined) in terms of this Agreement, details of which are contained in the schedule; “Schedule” means the schedule attached to this agreement.

2. Duration/Termination

The secondee will be seconded into the **Host Organisation**, but will remain an employee of Police Scotland/SPA during the secondment period. The schedule will include details of when the secondment will commence and the agreed period of the secondment. Any extension to that period will be a matter for joint agreement in writing between all parties concerned. The secondment may be terminated by either party giving not less than one month’s notice in writing to the other.

3. Vetting

The secondee is subject to recruitment vetting as an officer/employee of Police Scotland/SPA/SPA Forensic Services. The secondee must continue to uphold the values and behaviour to attain and retain an appropriate level of clearance upon return from secondment. The secondee must inform Police Scotland/SPA/SPA

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Forensic Services of any relevant changes to personal circumstances, any criminal, misconduct or discipline investigations or findings against them or any substantial changes to financial circumstances. A loss of vetting may result in action by Police Scotland/SPA/SPA Forensic Services.

4. Politically Restricted Posts

As agreed posts within the Police Scotland/SPA/SPA Forensic Services are subject to political restrictions, secondees should be aware that this restriction of the substantive post will continue to apply during secondment with the Host Organisation. If the seconded post with the Host Organisation is politically restricted, the policies of the Host Organisation in relation to political restriction will apply for the duration of the secondment.

5. Purpose of Secondment

The purpose of the secondment will be noted in the schedule.

6. Pay

During the period of secondment, the Police Scotland/SPA/SPA Forensic Services will continue to be responsible for all aspects of the secondee's salary costs, National Insurance contributions and pension arrangements. The secondee's salary and mutually agreed on costs, e.g. expenses will be as stated in the schedule and will be invoiced to the host organisation and paid by the Police Scotland/SPA/SPA Forensic Services.

7. Future Pay Awards and/or Performance Awards

Police Scotland/SPA/SPA Forensic Services will retain responsibility for future pay awards and/or performance rewards and any increase in salary (within the parameters of the agreement) will be invoiced to the Host Organisation.

8. Overtime

Overtime will not be permitted unless there is prior agreement between the Police Scotland/SPA/SPA Forensic Services and the Host Organisation, where agreed will be invoiced to the host organisation.

9. Allowances/Expenses

Allowances and expenses will be paid in accordance with the rates set out in the Police Scotland/SPA/SPA Forensic Services procedures - Allowances and Expenses procedures (Officers) for officers and Allowances and Expenses (Staff) for staff. Prior agreement for the management and financing of this will be made in advance of the secondment with the Host organisation.

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10. Training

Liability for any costs associated with specialised training intrinsic to the secondment will be discussed and agreed in advance of the secondment and included in the attached schedule.

11. Pension

For the duration of the secondment, pension deductions will remain the responsibility of Police Scotland/SPA/SPA Forensic Services and associated costs will form part of the invoice.

12. Secondment Funding Agreement

The funding agreement to cover the costs of the secondment, are stated in the attached schedule. Where applicable, the Police Scotland/SPA/SPA Forensic Services will reimburse the secondee's salary including any subsequent annual pay/performance awards, National Insurance and pension contributions to the employer.

13. Invoicing

Invoicing should normally be in agreed time frame, e.g. quarterly in arrears with the exception of the fourth quarter (01 January – 31 March) which will be an estimated invoice based on December's salary costs. It should be noted that once the actual costs are available, the account will be adjusted accordingly in the next financial year. Invoices will be issued to the Host Organisation contact defined in the Schedule.

14. Appraisal

Police Scotland/SPA/SPA Forensic Services are content to provide feedback to the secondee's "employer" (Host Organisation) as requested, in order to enable any performance appraisal/development process. The Host Organisation remains responsible for the secondee's business objectives. The line manager approving the secondment may have a continuing role with this.

15. Hours

The secondee's hours of work will remain as per the existing Police Scotland/SPA/SPA Forensic Services issued contract of employment, however a mutually agreed local work pattern may be agreed by the host organisation and the secondee. The standard working week in the **Host organisation is X days xxxday to xxxday/xx hours (x hour lunch break) xam-xpm (flexi time if it is applicable and operated in Host Organisation).**

16. Annual Leave

The secondee will retain Police Scotland/SPA/SPA Forensic Services annual leave entitlement. The secondee should clear any leave proposals in advance with their

line manager at the Host Organisation. The Host Organisation will provide Police Scotland/SPA/SPA Forensic Services details of leave taken during the secondment.

17. Public Holidays

The secondee will retain Police Scotland/SPA/SPA Forensic Services Public Holiday entitlement, the secondee may wish to discuss with their Host Organisation line manager the option to vary these to coincide with the Host Organisation public holiday schedule.

18. Sickness Absence

The secondee should follow the local reporting arrangements applied by the Host Organisation. The secondee should contact the Host Organisation in accordance with their absence management SOP/policy/procedures. The details will be provided by the Host Organisation in advance of the secondment. The Host Organisation will liaise with Police Scotland/SPA/SPA Forensic Services should any issues arise.

19. Health and Safety

During the period of the secondment the Host Organisation shall be responsible in relation to the secondee for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision within the meaning of Section 53(1) of the Health and Safety at Work Act 1974 as if the Host Organisation is the employer of the secondee. Section 7 of the Act places a duty on the employee (secondee) to take reasonable care of the health and safety of themselves and others who may be affected by their acts or omissions at work

20. Confidentiality, Conduct and Discipline

The secondee will remain bound by the terms of the Official Secrets Act 1989 and General Data Protection Regulation (GDPR)/Data Protection Act 2018 during the period of the secondment at the Host Organisation. Police Scotland/SPA/SPA Forensic Services disciplinary procedures/The Police Service of Scotland (Conduct) Regulations 2014 and associated documentation will continue to apply. The Host Organisation will contact the agreed representative at Police Scotland/SPA/SPA Forensic Services should any issue arise. The secondee's personal details in relation to the secondment with the host organisation will be held in accordance with GDPR requirements.

21. Host Organisation Policies Procedures

The secondee will be expected to be familiar with and conform to the Host Organisation rules of conduct during the period of secondment. Secondee's will be given access to the Host Organisation's people policies/procedures so they are aware.

22. Grievance Procedure

Should the secondee, during the period of secondment, have a complaint against a decision or action taken by the Host Organisation, they should raise this with their Host Organisation line manager. If however, they wish to pursue a formal grievance, that grievance should be pursued through Police Scotland/SPA/SPA Forensic Services, if relevant, the Host Organisation will be content to assist where appropriate.

23. Adjustments to the Workplace

In the event that the secondee requires assistance to be able to discharge their secondment duties, reasonable adjustments will be put in place by the Host Organisation to assist in that regard. If the secondee already uses equipment which is provided by or on behalf of Police Scotland/SPA/SPA Forensic Services this will (as far as possible) be made available to the secondee while on secondment. If the Host Organisation reasonably determines that the secondee needs additional adjustments to be made and costs are incurred as a result of implementing such adjustments, such costs will be borne by the Host Organisation, unless agreed otherwise. In respect of any items of equipment that have been fully paid for by the Host Organisation such equipment shall remain the property of the Host Organisation at the end of the secondment period, unless agreed otherwise.

24. Police Officer Warrant Card and Associated Powers

Officers will retain their full warranted powers during the secondment with the Host Organisation.

25. Terms and Conditions

The Host Organisation will write to the secondee named on the schedule advising that the terms of employment/service are as detailed in this secondment agreement.

Please arrange to sign and return a copy Police Scotland/SPA/SPA Forensic Services (email with attached agreement is also acceptable) confirming acceptance of the aforementioned secondment agreement.

We agree to the terms and conditions of the secondment of Name of Secondee as contained in this Secondment Agreement and attached Schedule.

	Date	Name	Signature
On behalf of Police Scotland/SPA			
On behalf of the host employer - (Name of Host Employer)			

Compliance Record

Equality Impact Assessment: Date Completed / Reviewed:	17/03/2020
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