



Scottish Police Federation

5 Woodside Place Glasgow G3 7QF

JCC Circular 14 of 2020

Ref: CS/DH/LS

16 March 2020

Attachments: Secondments – Simplified Procedure

Dear Colleague

Secondments Procedure – Simplified Procedure

I refer to the above and attach, herewith, the Secondments Procedure for consultation.

Please submit any responses to consultation@spf.org.uk by **1st April 2020**.

Yours sincerely

Calum Steele
General Secretary

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Secondments

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Contents

1 Overview4

2 Staff/Officers.....5

3 Manager8

4 Resources11

Appendices

Appendix A	Secondments Process
Appendix B	Secondment Schedule and Agreement

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 mutual support through inward secondment to support some of the work we do.
- 1.1.2 Here we outline the steps to follow when managing requests for secondment.
- 1.1.3 International training, education or development activity is outside the scope of this procedure.

1.2 Who is this for?

- 1.2.1 This is for all officers and authority/police staff.

1.3 Key Information

- The Head of Strategic Workforce Planning is responsible for considering all requests and adverts.
- The Deputy Chief Constable is responsible for the control and approval of all external secondment requests and adverts.
- “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”.
- When thinking about requests for secondment, we will look at:
 - the specific needs of the request.
 - whether this advances our policing priorities.
 - the risks and benefits to our reputation.
 - our ability to support the abstraction and the impact on policing.
 - the opportunity for professional development.

2 Staff/Officers

2.1 What you need to do.

- Forward all requests for secondment to the Resource Planning and Coordination Unit (RPCU).
- Consider any advertised secondment opportunity and submit an application if you would like to apply.
- Acquaint yourself with the terms and conditions of any offered secondment.

2.2 Requests for secondment

- 2.2.1 External secondments occur when we get a request from another organisation to support a knowledge or skills gap in their workforce.
- 2.2.2 Inward secondments occur where management identify that a particular skillset or person is needed to support a specific piece of work and there is no one internally who can do this.
- 2.2.3 All requests for secondment must be sent to the Head of Strategic Workforce planning by e-mail using the Resource Planning and Coordination Unit mailbox. This should include any supporting material provided by the person or organisation asking for support.
- 2.2.4 The Head of Strategic Workforce Planning will review the information and share their proposals with the Deputy Chief Constable who is responsible for the control and approval/refusal of secondments.
- 2.2.5 RPCU will coordinate the presentation of requests to the appropriate governance groups and notify the recruitment and selection team if approved.

2.3 Advertising external secondments

- 2.3.1 Approval to proceed with an advertisement for secondment will be taken forward by the RPCU through the appropriate DCC.
- 2.3.2 Depending on the nature of the opportunity, the recruitment activity will be based on:
- Our 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.

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- 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.

2.3.3 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.

2.4 Selecting people for secondment

2.4.1 All applications for external secondments will be considered in line with the Host Organisation's recruitment and selection procedures.

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

2.5 Keeping in Touch

2.5.1 So that we can assist the secondment process, it is important that it is coordinated centrally by Strategic Workforce Planning. They will identify a contact for you who will keep in touch with you during your secondment. This will ensure the correct liaison internally and externally happens so that all stakeholders are fully aware of their roles and responsibilities for the duration of the secondment.

2.6 Terms and conditions during secondment

2.6.1 The Secondment Schedule and Agreement (Appendix C) will confirm the terms and conditions of secondment. These will be individually tailored to meet the needs of each secondment and RPCU will oversee them.

2.6.2 While on external secondment, you will retain your terms and conditions of employment and continuous service will be maintained. Police officers will continue to be covered by police regulations.

2.6.3 During the secondment, 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.

2.6.4 While on the premises of the host organisation the policies and procedures of that organisation will also apply to you, e.g. Health and Safety.

2.6.5 As a representative of Police Scotland 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 service at risk.

- 2.6.6 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 absence, leave, grievance and discipline will operate.

2.7 Ending a secondment

- 2.7.1 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 started before the secondment starts. This is not an exhaustive list and specific details should be outlined in the Secondment Agreement and Schedule.

3 Manager

The section relates to the role of the Resource Planning and Coordination function

3.1 What you need to do

- Undertake an initial viability assessment for secondment requests, and forward all proposals in relation to requests to the Deputy Chief Constable.
- Liaise with any governing boards as appropriate on the instruction of the DCC to support decision making process.
- Liaise with relevant business areas to advertise, select, brief and support individuals for secondment as necessary.

3.2 Receiving a request

3.2.1 The Head of Strategic Workforce Planning will carry out a viability assessment by engaging with the requestor, statutory authorities and government (as appropriate) to assess the:

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

3.2.2 On completion of this assessment, all requests will be passed to the appropriate Deputy Chief Constable with a recommendation. They may approve the secondment or instruct the completion of a full business case for further consideration.

3.2.3 If there is agreement to proceed with the secondment, the Head of Strategic Workforce Planning will liaise with the HR Business Partner and Finance Business Partner to progress the employment and financial aspects,

including recruitment, negotiation and completion of the Secondment Schedule and Agreement, etc.

- 3.2.4 Whilst all officers and staff have equal access to this procedure, we may restrict adverts to specific groups, departments or areas before promoting opportunities more widely.

3.3 Advertising secondments

- 3.3.1 If approved, RPCU will liaise with the recruitment and selection team to advertise, select, brief and support individuals for secondment with reference to the National and International Deployment Welfare procedures.

3.3.2 External Secondment from SPA/Police Scotland to host organisation

- When an external secondment is approved, the recruitment and selection team will advertise the secondment opportunity on the Force Intranet. The selection process will be in line with the Host Organisation who will be responsible for the recruitment and selection.
- Day to Day management of a secondee will be delegated to the host organisation. All parties will agree in advance, how terms and conditions will operate and outline this in the Secondment Schedule and Agreement and individual contract.

3.3.3 Inward secondment from external partner organisation to SPA/Police Scotland

- When an inward secondment is approved, the recruitment and selection team will arrange to advertise the secondment within the partner agencies (as appropriate). The selection process will be in line with SPA/Police Scotland recruitment procedures and practices.
- Day to Day management of a secondee will be delegated to SPA/Police Scotland. All parties will agree in advance, how terms and conditions will operate and outline this in the Secondment Schedule and Agreement and individual contract.
- The recruitment and selection team will liaise with Professional Standards and Force Vetting to confirm there are no reasons why candidates should not be deployed.

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:
- 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.
 - The policies and procedures that apply to the secondee and how matters of discipline, grievance, absence, leave etc. will be managed.
 - Provisions for ending a secondment.
 - The Secondment Schedule and Agreement template which is the agreement between SPA/Police Scotland 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 agreement is available within the reference documents section.

4 Resources

Related Procedures

- [Allowances and Expenses \(Staff\)](#)
- [Allowances and Expenses \(Officers\)](#)
- [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](#)
- [Overseas Security and Justice Assessment](#)

Reference Documents

- [Secondment agreement template](#)

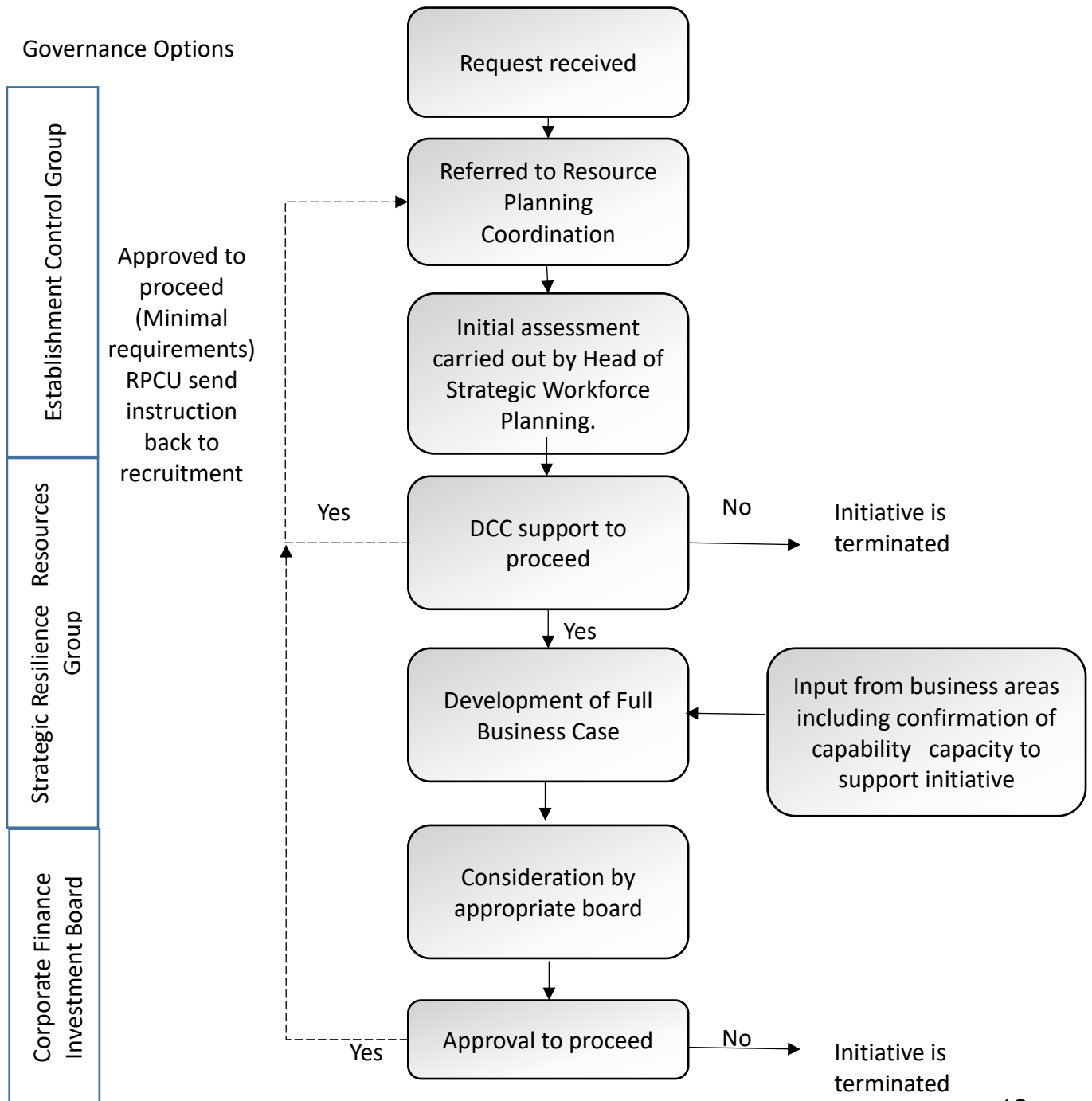
Useful Links

- [Police and Fire Reform \(Scotland\) Act 2012](#)
- [Police Service of Scotland \(Temporary Service\) Regulations 2013](#)
- [Scottish Police Authority \(Provision of Goods and Services\) Order 2013](#)
- [Code of Ethics](#)



Appendix A

Secondment Process



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Appendix B

Secondment Schedule Agreement Template

Name of Seconddee		
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 <small>If part time, please provide full details of days and hours worked.</small>		
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

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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 SPA/Police Scotland 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 SPA/Police Scotland. 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

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SPA/Police Scotland 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 SPA/Police Scotland.

4. Politically Restricted Posts

As agreed posts within the SPA/Police Scotland 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 SPA/Police Scotland 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 will be as stated in the schedule and will be paid by the SPA/Police Scotland.

7. Future Pay Awards and/or Performance Awards

SPA/Police Scotland 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 SPA/Police Scotland and the Host Organisation.

9. Allowances/Expenses

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

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 SPA/Police Scotland 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 SPA/Police Scotland 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 **agreed time frame, e.g. quarterly** in arrears with the exception of the 4th 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

SPA/Police Scotland 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 SPA/Police Scotland 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 SPA/Police Scotland 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 SPA/Police Scotland details of leave taken during the secondment.

17. Public Holidays

The secondee will retain SPA/Police Scotland 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.

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.

20. Confidentiality, Conduct and Discipline

The secondee will remain bound by the terms of the Official Secrets Act 1989 and GDPR during the period of the secondment at the Host Organisation. SPA/Police Scotland 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 SPA/Police Scotland should any issue arise.

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. Secondees will be given access to the Host Organisation's people policies/procedures.

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 SPA/Police Scotland, 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 SPA/Police Scotland 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

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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

Police Officer seconded's will retain their full warranted powers during the secondment with the Host Organisation.

25. Terms and Conditions

The Host Organisation will write to the seconded 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 SPA/Police Scotland (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 Seconded** as contained in this Secondment Agreement and attached Schedule.

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