

Secondment Policy and Procedure

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Alternative Formats

This documentation can be made available in alternative formats such as large print, Braille, disk, audio tape or in an ethnic-minority language upon request. Requests for alternative formats can be made to the Probation Board (PBNI) using the following contact information:

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1 Rationale for the Policy

It is recognised by PBNI that secondments can be constructive and beneficial to the organisation and its staff. Secondments can provide individuals with the opportunity to enhance or develop skills and develop their understanding and knowledge of particular areas of work that are relevant to their current or future role. Additionally secondments may help develop valuable and rewarding relationships with external organisations and the communities served by PBNI.

2 Policy Statement

The Board recognises the benefits of secondment arrangements for the service, employees and external bodies.

The Board is committed to providing secondment opportunities and to ensuring that all such arrangements are supported by fair selection procedures aimed at drawing the opportunity to the attention of appropriate grades of employees and selecting on the merit principle.

3 Overarching Aim

To provide definitive guidance about both inward and outward secondments and to regulate the arrangements for both outward and inward secondments in PBNI.

4 Policy Scope

The policy outlines the organisational approach to be adopted for both outward and inward secondments.

5 Policy Outcome

All secondment arrangements in PBNI will be in accordance with this document.

6 Definition of Secondment

Secondment is “the temporary transfer of an employee to another job for a defined period of time for a specific purpose, to the mutual benefit of all parties.”

Secondments may originate in a variety of ways and will be either:

- external outward: from PBNI to an external organisation;
or
- external inward: from an external organisation to PBNI and

either

- full-time: for the whole working time of the secondee;
or
- 'shared': where part of the secondee's working time is spent with PBNI and part is spent with an external organisation.

7. Eligibility

In order to be eligible for a secondment opportunity, employees must:

- have completed their twelve month probationary period
- not be subject to live disciplinary warnings, performance improvement plans or sanctions under the Managing Attendance Procedure.

This is in addition to the eligibility criteria described in the secondment opportunity.

8. How Opportunities for Secondment (both Outward/Inward) are initiated

Secondments can be initiated by:

- PBNI
- an outside organisation
- the employee, having identified a publicly advertised secondment opportunity.

8.1 Outward Secondments

Secondment opportunities may be initiated through PBNI identifying an organisation with which it has a working relationship and to which it feels a secondment would be useful. Alternatively, an outside organisation may approach PBNI seeking to initiate a secondment from PBNI.

In either case, proposals will be considered by PBNI HR and having regard to the particular requirements of the opportunity available, may be advertised internally as appropriate. Guidance on the method of application, eligibility and duration will accompany each opportunity notice advertised.

Where an organisation approaches a PBNI employee directly, the organisation must be directed to HR as it may be necessary for the opportunity to be more widely advertised.

There may be instances where a PBNI employee becomes aware of a secondment opportunity for which they consider themselves suitable. Where they have identified a publicly advertised secondment opportunity (for example press or internet), which they would like to undertake and which has not been advertised within PBNI, the following procedures must be adhered to:

- They should obtain as much information about the secondment as possible (which should include job description, funding arrangements, terms and conditions and so on) and then discuss the opportunity with their immediate line manager.
- The line manager should discuss the secondment opportunity with the Assistant Director/Head of Department, and if it is agreed that it would be beneficial, they should submit a bid to the Workforce Planning Group (WPG) as per WPG guidelines. The Workforce Planning Group consists of members drawn from the Senior Executive Team who meet monthly to consider resource planning.
- Whilst the line manager and Assistant Director may believe the secondment is beneficial consideration must also be given to submitting a bid for replacement staff. The WPG will therefore consider if the secondment can be approved and if replacement staff are required.
- A formal record of the WPG decision will be issued to the Assistant Director within 5 working days from the WPG meeting. The Assistant Director will relay the decision to the line manager, and the line manager will advise the employee accordingly.
- The HR Department will receive a copy of the WPG outcomes and will either provide written confirmation of approval or refusal of the secondment, reason(s) for the refusal and the right of appeal.
- In cases involving secondments for Senior Management this will be considered by the Chief Executive who will be the Approving Officer.
- In the case of secondment of the Chief Executive this will be considered by the Chairman of the Board who will be the Approving Officer.
- If approved, the onus remains with the employee to ensure that their application to the outside organisation is submitted on time.

- If the employee is subsequently successful in being selected for the secondment opportunity they must notify their line manager and HR Business Partner immediately, to ensure that the necessary documentation is received from the outside organisation and arrangements are agreed before they take up the opportunity.

Secondment is not an automatic entitlement. Approval is subject to the experience gained being of benefit to PBNI as a whole. In all cases, the Workforce Planning Group/Chairman of the Board has a responsibility to ensure that the principles outlined in Section 1 of the Secondment Policy are satisfied before approving a secondment. In addition to this, as indicated above, the WPG must consider if the secondee's post will be replaced during the period of secondment and if not, whether PBNI can sustain the reduction in staff complement.

8.2 Inward Secondments

An inward secondment involves an employee from an external organisation coming into PBNI for a temporary period, who has specialist skills and expertise that **cannot** immediately be found in PBNI to undertake a project or specific piece of work.

There is a responsibility on PBNI to agree the business need and record a clear audit trail when identifying a range of organisations or an individual to approach when seeking an inward secondment. This decision must be authorised and signed off by the Chief Executive.

An inward secondee remains an employee of their employer (exporting organisation), who retains responsibility for payroll matters. The secondment does not confer on them the status of a PBNI employee.

Inward secondment can

- allow PBNI to seek expertise and experience that cannot be provided by existing staff and for which recruitment to permanent posts is not appropriate. Inward secondments are **not** a means of addressing PBNI staffing needs and should **not** restrict opportunities for permanent staff;
- enable PBNI to offer other organisations the broadening, personal development and skills enhancement it seeks for its own staff; and
- foster mutual understanding and cooperation and promote links between PBNI and particular sectors or organisations through effective partnership working.

9. Conditions of Service during a Secondment

An individual on a period of outward secondment continues to be a PBNI employee and as such, their rights in respect of that employment remain in place.

PBNI shall continue to administer payment of salary and allowances and shall continue to make the required contributions in respect of National Insurance and the NILGOSC pension scheme (if applicable). All such payments will be made on the basis of 100% recovery by PBNI from the host organisation.

PBNI employees on outward secondment will continue to qualify for any relevant pay awards (subject to the eligibility criteria outlined in the pay award) in line with their PBNI terms and conditions of service and will receive any allowances, which remain relevant to the posting.

Before a secondment commences, the terms of the secondment will be agreed with the Host Organisation and confirmation in writing of the arrangements, including the administrative arrangements to cover any salary and/or additional costs (which must be specified), will be supplied by PBNI (as per template secondment agreement in Annex 1).

Any subsequent changes to the agreed terms and conditions, such as, revision to working pattern during the period of secondment must be agreed in writing by the employee, PBNI and the Host Organisation.

While on secondment employees should not be afforded the opportunity to apply for a further secondment. They should return to PBNI for a minimum of one year before being eligible to apply for another secondment.

During the period of outward secondment:

- The secondee's personal file and sick absence records will be retained by PBNI.
- Return to work interviews after sickness absence should be carried out as soon as possible (but not later than 5 working days) by the line manager in the host organisation using a PBNI Return to Work form. The completed form should be returned to PBNI Human Resources immediately after the interview has been completed.
- Any annual leave accrued during the secondment must be taken during the seconded period.
- Any application for special leave should be made to the Host Organisation, who will consult with PBNI.

10. Performance Management

At the outset of any secondment, agreement must be reached between PBNI and the External Organisation on Performance Management arrangements.

Current PBNI Performance Management arrangements will normally apply to PBNI staff on outward secondment.

11. Duration of Secondment

The duration of an outward/inward secondment will be agreed by all parties prior to its start date and will depend on the nature and purpose of the opportunity and the organisation to which the secondment is being made.

Should an extension be required, this should be negotiated by all parties to determine the benefit of the secondee remaining for an extended period. The general principle remains that the secondment should be for a sufficient time for all parties involved to gain the maximum benefit.

A Secondment may be terminated early at the request of either PBNI or the External Organisation. Any such decision should involve consultation between PBNI, the secondee and the External Organisation. Reasons for such action should be communicated in writing to the secondee by their PBNI contact (as specified in the Secondment Agreement).

There is a right of appeal (refer to Section 15).

12. Keeping in Touch

Arrangements will be put in place to ensure that PBNI employees on secondment are notified of details of service wide trawls and interest circulars during the secondment period. As such, secondees must ensure that their contact details are kept up-to-date with PBNI HR.

The secondee's assigned PBNI contact will also ensure the secondee is kept up to date on any PBNI issues which may arise during the period of secondment.

13. Managing the Return to PBNI

The process for managing the return to PBNI will be initiated in sufficient time to suit the agreed date of return.

At the end of the period of secondment, the employee will return to PBNI in their substantive grade and appropriate salary, however there is no guarantee that they will return to their previous post.

The training requirements of the employee should be considered prior to their return.

14. Appeals Process

An employee has the right of appeal against any decision under the Secondment Policy and Procedure.

- a) Employees must exercise their right of appeal by writing within 10 working days of being notified of the decision to the Chief Executive. The employee should provide a statement of the case and the grounds for appeal.
- b) Should the decision have been taken by the Chief Executive or the Chairman of the Board an appeal will be heard by a panel of members of the Board.
- c) In the case of (b) the appeal should be sent to the Board Secretary who will act as secretary to the panel.
- d) The appeal hearing will normally take place within 10 working days of the receipt of the appeal request. This 10 day limit may be extended by mutual agreement.
- e) The employee has the right to be accompanied to the hearing by a trade union representative or work colleague.
- f) The Head of HR or the nominated deputy will be in attendance at the hearing and will advise the Chief Executive on points of process or relevant employment law.
- g) Where a panel of members of the Board hear an appeal, the Board Secretary will be in attendance at the hearing. He/she will reserve the right to seek Human Resources advice as necessary.
- h) The Chief Executive should give his/her decision /outcome of the appeal to the employee in writing within 5 working days
- i) The decision of the Chief Executive shall be final and there will be no further internal right of appeal.

15. Linkages

This policy and procedure also links with the following:

- a) PBNI's Recruitment Policy
- b) PBNI's Managing Attendance Policy and Procedure
- c) PBNI's Performance Capability Policy and Procedure
- d) PBNI's Disciplinary Policy and Procedure
- e) PBNI's Performance Management Guidance

16. Review

This policy and procedure will be reviewed four years from approval.

Interim reviews may be prompted by feedback, and/or identified changes in practice.

Annex 1



Secondment Agreement

between

**Probation Board
for Northern Ireland
(PBNI) (the seconding agency)**

and

**HOST ORGANISATION
(the recipient agency)**

in respect of the secondee

NAME OF SECONDEE

SECONDMENT TERMS

1. The secondment shall commence on start date and will end on end date but may end earlier at the request of either PBNI or Host Organisation or be extended by agreement.
2. The secondment shall be on a full-time/ part-time basis of 37 hours per week. If applicable: There may be a requirement to work additional hours on occasions and the provisions of NNC for Probation Service terms and conditions will apply.
3. The secondee's job title is insert job title. The roles and responsibilities for the post are as detailed in the original advertisement / role profile/job description. Any amendments will be in consultation with the secondee, PBNI and the Host Organisation.

If applicable:

4. The secondee must maintain his/her NISCC social work registration during the period of secondment.
5. The secondee shall be based in insert location address.
6. Throughout the period of secondment the secondee shall continue to be an employee of PBNI and his/her rights in respect of that employment shall remain in place.

Nothing in this agreement will confer on the employee the status of an employee of the Host Organisation.

7. The secondee shall be paid salary and allowances in accordance with the following provisions.
 - (i) Current gross annual salary £ per year (pro-rata if part-time), excluding employer costs subject to such adjustments as may from time to time be due in line with the provisions of the delete as appropriate: National Negotiating Council/ Standing Committee for Chief Officer Grades, Northern Ireland Civil Service.
 - If applicable:
 - (ii) Essential Car Users Allowance as per the National Probation Association provisions.
 - (iii) Travel mileage and subsistence claims to be made via Account NI. Claims to be authorised by manager's name, PBNI, upon receipt of approval from host manager's name.

If applicable:

- (iv) Any excess mileage costs accrued as a result of additional travel to the secondment location, paid at the standard rate of 25.7p per mile.
- (v) All such payments as referred to in (i) to (iv) above shall be made on the basis of 100% recovery (plus VAT where applicable) by PBNI from the Host Organisation normally on a quarterly basis to include employer costs.

If applicable:

- 8. The secondee shall accrue an additional [redacted] leave during this secondment period. Annual leave accrued during the secondment must be taken during the seconded period.
- 9. It is hereby agreed that PBNI shall continue to administer payment of salary and allowances and shall continue to make the required contributions in respect of National Insurance and the NILGOSC pension scheme.

All such payments shall be made on the basis of 100% recovery (plus VAT where applicable) by PBNI from Host Organisation on a quarterly basis.

No administrative charge shall be imposed by PBNI in respect of the above.

- 10. In respect of all duties arising from this agreement the secondee shall work under the guidance and supervision of [redacted] manager's name in Host Organisation. PBNI contact in relation to the secondment issues not otherwise specified in this document should be Senior Manager, PBNI or such nominee as may be notified by PBNI in the course of the secondment.

Any management matters requiring consideration e.g. discipline, grievance will be referred to the appropriate party. These may be dealt with by Host Organisation or referred to PBNI (to be dealt with under their terms and conditions) depending on the circumstances of the situation or which organisation is best placed to deal with the issues (these matters will be judged on a case by case basis).

If the secondee is suspected of behaviour that could result in disciplinary action, the secondee may be returned to the PBNI pending investigation.

Such matters shall be in the first instance be referred to the Head of Human Resources PBNI, or another officer nominated for that purpose.

11. The secondee will be required to carry out diligently all reasonable instructions given by the Host Organisation in connection with his/her work. The Host Organisation's line manager will manage the secondee. A staff appraisal on the secondee's performance will be completed by the Host Organisation's line manager in accordance with PBNI's appraisal procedures, using the standard PBNI reporting form.

Appropriate training will be provided by the Host Organisation to enable the secondee to perform the duties required.

12. During the period of 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 in so far as is reasonably practicable in compliance with any relevant statutory provision including the Health and Safety at Work (NI) Order 1978 and the Management of Health and Safety at Work Regulations (NI) 2000.

The host organisation shall provide to the PBNI such information and access to its premises as the PBNI may reasonably require in order to monitor the obligations as above. Any health and safety issues/concerns raised by the secondee must be notified to the **host organisation's HR unit** and PBNI HR who will take appropriate advice and any action deemed necessary.

The host organisation shall be responsible for its requirements under data protection legislation in respect of the secondee. The host organisation shall provide to the PBNI such information and access to its premises as the PBNI may reasonably require in order to monitor such obligations. Any data protection concerns/issues must be notified to the host organisation's data protection unit and to PBNI's Compliance Unit without delay.

13. In the event of absence of the secondee through illness on seconded days, certificates (self and/or medical) should be forwarded to Human Resources, PBNI. Provision of this documentation is a requirement under PBNI's occupational sick pay scheme, and failure to provide such can result in pay being withheld.

Return to work interviews after sickness absence should be carried out as soon as possible (but not later than 5 working days) by the line manager in the host organisation using a PBNI Return to Work form. The completed form should be returned to PBNI Human Resources immediately after the interview has been completed.

In the event of extended periods of sickness absence the PBNI line manager will be responsible for maintaining a link with the secondee. The overall welfare and management of sickness absence of the employee on an extended period of sick absence remains the responsibility of the PBNI including any arrangements for referral to Occupational Health Service.

14. **Host organisation** shall maintain a record of non-attendance of the secondee to be forwarded to Human Resources, PBNI on a monthly basis i.e. sickness absence; special leave; medical appointments and ill at work –excusal from duty. Email record to hr@pbni.gsi.gov.uk.
15. The terms of this agreement may only be varied by agreement with the Host Organisation, PBNI and the secondee in writing.
16. This agreement may be terminated at any time by PBNI or the Host Organisation given the other parties one month notice in writing. The secondment will automatically terminate should the secondee for any reason no longer be an employee of PBNI.

Authorised to sign for and on behalf of host organisation

Signature:

Name:

Date:

Authorised to sign for and on behalf of PBNI

Signature:

Name:

Date: