

# DRAFT

## Devon & Cornwall Police Authority

### Secondment Protocol between the Force and the Authority

1. The purpose of the protocol is to provide a 'template' of issues which need to be addressed, clarified and understood (preferably by confirmation in writing) by the two employers party to the secondment and the secondee before any secondment is commenced.
2. Secondments will offer personal and / or career development to the individual as well as making best use of or, extending the skills base within the Force and the Authority (cross ref Force policy D14 S20.para 20.1).
3. The purpose of providing the protocol is to give an indication to staff of the expected course of action in normal circumstances. In certain circumstances it will be appropriate to deviate from the protocol. A deviation will be appropriate where discretion is exercised properly, the deviation is in accordance with any relevant legislation and it appears fair and reasonable in all the circumstances. Any movement away from the protocol should be recorded in writing (cross ref Force policy D205 S4.para 4.1).
4. For the purposes of this protocol a secondment is when a person is posted from their substantive post for a period in excess of 1 month but for a period not exceeding 12 months (cross ref Force policy D205 S5).
5. The length of the secondment may be extended by mutual agreement between the Force, the Authority and the secondee, but will not exceed 24 months starting from the date of the first day in the seconded post.
6. The initial length of the secondment will be specified in the advert.
7. Secondment opportunities will usually be advertised under the recruitment section of the Human Resources Expert site. (cross ref Force policy D14 S20.para 20.3).
8. All applications must be made in accordance with the process specified in the advert (as an initial stage this will usually be a written submission in a specified format).
9. The relevant member of Senior Management Team (pertaining to the applicant) must support and approve the application (cross ref Force policy D205 S6.para 6.1).
10. Remuneration will be at the rate applied to the advertised post. (cross ref Force policy D14 S20.para 20.3).
11. The working arrangements e.g. annual leave, working hours, notification of sickness absence, requests for leave, identification of health and safety issues, appraisal process etc will be those that apply to the advertised post / host organisation. .
12. The day to day line management of the secondee is the responsibility of the host organisation.

## DRAFT

13. In the (hopefully unlikely) event that the secondee has to have recourse to the grievance procedure, if the matter pertains directly to the seconded role or the host organisation it will be the host organisation's grievance procedure which is applied; if the grievance relates to the substantive employment it will be the substantive employers procedure which is applied.
14. In the event that a disciplinary or capability matter needs to be dealt with the following will apply:
  - Any disciplinary or capability proceedings that may be contemplated will be discussed by the host organisation with the substantive employer before action is taken.
  - In cases of incapability, consideration will be given to ending the secondment (see para 20) but where this is not appropriate and formal action is taken the host's capability procedure will normally be followed.
  - In cases involving minor breaches of discipline which require informal action or formal action involving a written warning, the host organisation's procedure will normally be adopted. Any warning that is not 'time expired' by the end of the secondment will 'transfer' with the secondee back to the host organisation.
  - In the event that disciplinary action on a matter which might amount to serious or gross misconduct (or if suspension of the employee is necessary) the procedure of the substantive employer will be adopted.
15. The host organisation will be responsible for all remuneration during the period of the secondment.
16. The annual leave entitlement accrued during the duration of the secondment must usually be taken during the period of the secondment. Any annual leave booked before the start of the secondment period to take place during the secondment period will be carefully considered and will be honoured unless the work of the Authority would be seriously impeded if the leave were granted.
17. In the event of the secondee being long-term sick the host organisation will bear the costs until the end of the agreed secondment period.
18. In the event of the secondee requesting maternity leave the host organisation will bear the costs until the end of the agreed secondment period.
19. Any request for special leave to undertake voluntary activity such as the Territorial Army, Dartmoor Rescue, Special Constabulary will be considered on its merits and the impact that granting such leave will have on the work of the Authority.
20. At the end of the secondment period, the secondee will return to their substantive post unless it is not reasonably practicable so to do, in which case every effort will be made to offer suitable alternative employment.
21. The date the secondment commences will be agreed following consultation between all the parties but should ideally be within 28 days of selection. (cross ref Force policy D205 S6.para 6.2).

## DRAFT

22. For secondments exceeding 3 months, the secondee will be kept up-to-date with relevant news, issues and initiatives. It is the secondee's substantive line manager who is responsible for keeping in touch and deciding how to keep the secondee informed, this can be by a variety of means including emails, telephone calls and possible attendance at team meetings in the substantive organisation. The host organisation must give reasonable time to the secondee to enable this keeping in touch to happen. (cross ref Force policy D205 S6.para 6.4).
23. During the period of the secondment every possible care will be taken to ensure that the secondment role does not cause the secondee to have any conflict of interest between the Police Authority and the Police Force.
24. The secondment may be terminated before the expiry of the secondment period in the following circumstances:
  - Where there is mutual agreement between the Authority, the Force and the secondee.
  - Where the secondee resigns from their substantive employment or their employment is terminated.
  - Where continuation of the secondment may be detrimental to the Force or the Authority or the secondee.

### Background Papers

- Force policy & procedure D14 – Recruitment, Selection, Induction and Probation, Police Staff and Volunteers
- Force policy & procedure D205 Seconded Officers
- Somerset Connexions - Secondment Protocol (from Authority HR Advisor)



**DEVON & CORNWALL  
CONSTABULARY**

Our ref: DIRHR/1/11/08

Your ref:

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14 November 2008

Dear Joy

I am writing to confirm that I am happy with the content of the revised Secondment Policy. This will be used as the framework for any future secondments between the Force and the Police Authority.

Yours sincerely

A handwritten signature in blue ink that reads 'Chris Haselden'.

**Chris Haselden**  
Director of Human Resources



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