



• Fixed Term Contracts Policy and Procedure for Police Staff including Secondments and Attachments

Following the implementation of the Alliance People Portfolio, a revised timeline for the review of HR policies has been agreed. This policy will therefore be reviewed in line with the new timeline and not the date specified within this document.

Please note: Where legislative change has occurred, or is scheduled to occur, ahead of the revised review date, Dorset policy and associated procedures will be applied in line with prevailing legislation.

Reference No.	P05:2004
----------------------	-----------------

Implementation date	10 January 2010
Version Number	1.9

Linked documents	
Reference No:	Name:
P04:2005	Dismissal for Some Other Substantial Reason (including ending of Fixed Term Contracts) Policy and Procedure
P12:2000	Management of Change Policy and Procedure
P14:2002	Police Staff Recruitment and Selection Policy and Procedure
P03:2001	Police Staff Probation Policy and Procedure
P14:2012	Grievance Resolution Policy and Procedure
P13:2010	Performance Policy and Procedure for Police Staff
P12:2010	Attendance Support Procedure for Police Staff
P09/09a:2002	Disciplinary Policy and associated Guidance Notes for Police Staff
P05:2005	Management of Staff with Disabilities Policy and Procedure

Suitable for Publication	
Policy Section	Yes

Not Protectively Marked

Procedure Section	Yes
--------------------------	------------

Protective Marking

Not Protectively Marked

**PRINTED VERSIONS SHOULD NOT BE RELIED UPON. THE MOST UP TO DATE
VERSION CAN BE FOUND ON THE FORCE INTRANET POLICIES SITE.**

Not Protectively Marked
Table of Contents

1	Policy Section	4
1.1	Statement of Intent – Aim and Rationale	4
1.2	Our Visions and Values	5
1.3	People, Confidence and Equality	5
2	Standards	6
2.1	Legal Basis	6
2.2	Any Other Standards	6
2.3	People, Confidence and Equality Impact Assessment.....	7
2.4	Monitoring / Feedback	7
3	Procedure Section	8
3.1	Fixed-Term Contracts	8
3.2	Secondments.....	9
3.3	Attachments.....	11
3.4	Career Development Attachments (CDA).....	12
3.5	External Agency Staff	13
4	Consultation and Authorisation	14
4.1	Consultation.....	14
4.2	Authorisation of this version.....	14
5	Version Control	14
5.1	Review	14
5.2	Version History	14
5.3	Related Forms	15
5.4	Document History	15

1 Policy Section

1.1 Statement of Intent – Aim and Rationale

To outline a consistent approach to the use of fixed-term contracts as well as secondments/attachments for police staff employed by Dorset Police, with the principal aim of maintaining core operational resilience so that the Force can respond positively to changing priorities whilst equally recognising the need to invest in staff development. The use of fixed-term contracts, secondments and attachments is essential for the Force to maintain its core business, deal effectively with periods of absence or exceptional demand and to offer staff the opportunity to develop outside their normal area of responsibility/experience.

For the purpose of this document staff employed on fixed-term contracts will be referred to as fixed-term employees.

This document also sets out Force guidance on the use of external agency workers.

Changes to employment legislation and developing case law will necessitate regular monitoring of this policy. **Consequently there is a requirement to liaise with Human Resources as follows:-**

Advice re application of Police Staff Recruitment and Selection Policy and Procedure including advertising of staff posts, eligibility to apply requirements and selection processes:-

- Recruitment and Course Co-ordination Manager;
- Organisational Development Support Team Leader;
- .Recruitment Adverts recruitmentadverts@Dorset.PNN.Police.uk

Advice re any other HR queries including changes to new or existing fixed-term employee terms of conditions or secondment/attachment/agency workers contracts of employment:-

- Personnel Support Manager;
- Personnel Support Team Leader;
- .Staff Contracts staff.contracts@Dorset.PNN.Police.uk

Separate policies exist to deal with the expiry/non-renewal of fixed term contracts, the redundancy process for fixed term employees (including managing staff 'at risk') and the employment and management of apprentices.

This policy/procedure applies to all police staff employed by both the Chief Constable and the Police and Crime Commissioner. Therefore, there may be occasions when the Police and Crime Commissioner requires access to specialist HR resources/skills employed by the Chief Constable to support the agreed processes.

1.2 Our Visions and Values

Dorset Police is committed to the principles of “One Team, One Vision – A Safer Dorset for You”

Our strategic priority is to achieve two clear objectives:

- To make Dorset safer
- To make Dorset feel safer

In doing this we will act in accordance with our values of:

- Integrity
- Professionalism
- Fairness and
- Respect

National Decision Model

The National Decision Model (NDM) is the primary decision-making model used in Dorset Police. The NDM is inherently flexible and is applied to the development and review of all policy, procedure, strategy, project, plan or guidance. Understanding, using and measuring the NDM ensures that we are able to make ethical (see Code of Ethics), proportionate and defensible decisions in relation to policy, procedure, strategy, project, plan or guidance.

Code of Ethics

The Code of Ethics underpins every day policy, procedures, decision and action in policing today. The Code of Ethics is an everyday business consideration. This document has been developed with the Code of Ethics at the heart ensuring consideration of the 9 Policing principles and the 10 standards of professional behaviour. Monitoring is carried out through the Equality Impact Assessment process which has been designed to specifically include the Code of Ethics.

1.3 People, Confidence and Equality

This document seeks to achieve the priority to make Dorset feel safer by securing trust and confidence. Research identifies that this is achieved through delivering services which:

1. Address individual needs and expectations
2. Improve perceptions of order and community cohesion
3. Focus on community priorities
4. Demonstrate professionalism
5. Express Force values
6. Instil confidence in staff

This document also recognises that some people will be part of many communities defined by different characteristics. It is probable that all people share common needs and expectations whilst at the same time everyone is different.

Not Protectively Marked

Comprehensive consultation and surveying has identified a common need and expectation for communities in Dorset to be:-

- Listened to
- Kept informed
- Protected, and
- Supported

2 Standards

2.1 Legal Basis

The main Acts and Regulations covering 'fixed-term employees' are:-

- The Employment Act 2002;
- The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 as amended in 2008.

These afford fixed-term employees the right:-

- Not to be treated less favourably than a comparable permanent employee with regards to terms and conditions of employment including access to pension schemes;
- To be informed of suitable vacancies;
- To have their contracts automatically converted to indefinite ones after four years;
- Not to be selected for redundancy or be unfairly dismissed if the principal reason for the selection is because they are a fixed-term employee;
- To make a complaint to a tribunal seeking a written statement which sets out the reasons for the less favourable treatment complained of.

The main legislation covering 'agency workers' is The Agency Workers Regulation 2010. These Regulations afford agency workers:-

- To a form of equal treatment where, after a qualifying period (12 weeks), their basic terms and conditions of employment must be no less favourable than the terms they would have been entitled to had they been directly hired by the organisation for which they are working.

This policy also satisfies the 'objective justification' test as required under the Equality Act 2010.

2.2 Any Other Standards

This document has been developed to also reflect the following fixed-term and agency workers best practice/professional publications:

- <https://www.gov.uk/fixed-term-contracts>;
- <http://www.cipd.co.uk/hr-resources/employment-law-faqs/fixed-term-work.aspx>
- <http://www.acas.org.uk/index.aspx?articleid=4587>
- <https://www.gov.uk/agency-workers-your-rights/overview>;

- http://www.cipd.co.uk/binaries/equal-treatment-for-agency-workers_2010.pdf

2.3 People, Confidence and Equality Impact Assessment

During the creation of this document, this business area is subject to an assessment process entitled "People, Confidence and Equality Impact Assessment (EIA)". Its aim is to establish the impact of the business area on all people and to also ensure that it complies with the requirements imposed by a range of legislation.

2.4 Monitoring / Feedback

Adherence to this policy will be monitored centrally by the HR Specialist, Employee Relations and Contracts Management, as part of the HR Quarterly Performance Pack, and Organisational Development in terms of recruitment and selection policy compliance and workforce planning. Feedback relating to this policy can be made in writing or by e-mail to:-

Address: HR Specialist, Employee Relations and Contracts Management

E-mail: Ian.Coombs@Dorset.pnn.police.uk

Telephone: 01202 223764

3 Procedure Section

3.1 Fixed-Term Contracts

3.1.1 Fixed-term contracts can occur due to a variety of reasons. This is not an exhaustive list but for example:- .

- i. Due to temporary funding from a partner agency;
- ii. To carry out a specific project/task;
- iii. To carry out a particular role until a restructuring/reduction in work takes place;
- iv. To carry out a role to assist with peaks in demand or similar situations (funded internally);
- v. To cover the absence of the substantive post-holder i.e. sickness absence, maternity leave, extended leave break or other abstraction of the post-holder for reason of secondment/attachment etc until their return to work.

With the exception of (v) above, a fixed-term employee will be eligible for a redundancy payment where they have completed more than two years continuous service or one years service if employed before 6 April 2012. Depending on the reason for the contract, and the reason why it is ended, a fixed-term employee will be given limited 'at risk' status and access to different levels of support in terms of securing alternative employment with the Force when their fixed-term contract comes to an end. This support, together with a definition of 'at risk', is fully detailed in the [Force Management of Change Policy and Procedure](#) together with details of the related appeal process.

3.1.2 With regards to (v) above the substantive post-holder, not the fixed-term employee, maintains the employment rights in relation to redundancy.

3.1.3 Fixed-term contracts will be advertised in accordance with the [Police Staff Recruitment and Selection Policy and Procedure](#). The HR Personnel Support Team are responsible for issuing all contractual documentation for new fixed-term employees and any subsequent contractual variations. They will also maintain a record of all fixed-term employees for audit and workforce planning purposes.

3.1.4 Fixed-term contracts will be for a minimum of three months and a maximum of four years. An employee on a fixed term contract will be generally required to complete a probationary period to a satisfactory level.

3.1.5 The contract should include an intended or if not known anticipated end date. If the fixed-term employee continues working past the end of the contract without it formally being renewed there is an 'implied agreement' that the end date has changed. Any fixed-term employee employed for four or more years will automatically become a permanent employee unless the continued use of a fixed term contract can be 'objectively justified' e.g. a permanent member of staff 'at risk' may have priority status. However, each case will be considered on its individual merits.

Not Protectively Marked

- 3.1.6 Should a fixed-term post become permanent before the contract expires, then the fixed-term employee will normally be offered the permanent position without the need to re-advertise the vacancy. However, other permanent staff may be given priority status. Consideration will also be given to any other fixed-term employees carrying out a similar generic role but not necessarily at the exact same location. Each case will be considered on its individual merits and if appropriate a competitive selection process may be necessary.
- 3.1.7 The Force reserves the right to terminate the contract earlier than the date specified in the original contract. The Force will provide a written rationale for the contractual variation where the fixed-term employee has one or more year's service. If the contract is ended early i.e. before the contracted length of time then a dismissal will occur and the relevant contractual notice period will apply.
- 3.1.8 A fixed-term employee is only entitled to the same rights as permanent staff working for the same employer i.e. Dorset Police and not any associated employer's organisation.
- 3.1.9 In certain cases, depending on individual circumstances and previous continuous/qualifying service, an individual may be entitled to early access of their pension if potentially made redundant at a future date. In such cases the Force retains the right to refuse employment to an individual where it can be 'objectively justified' for example on business grounds or service efficiency.
- 3.1.10 A manager **MUST** liaise with [Human Resources](#) in the following scenarios and **BEFORE** any offer letter or contractual variation is issued to a fixed-term employee:-
- The fixed-term employee is not considered suitable for the post where it becomes permanent during the contract;
 - Where there is a requirement to terminate a contract before the date specified in the original contract;
 - The contract is likely to exceed two years;
 - The contract is likely to exceed four years;
 - Where consideration is being given to not offering/withdrawing an offer of employment on the basis of accrued continuous/qualifying service.
- 3.1.11 While Dorset Police will make every effort to ensure consistency of decision making, all of the above cases will be considered on their own merits and will reflect the current organisation circumstance and context.
- 3.1.12 The 'Dismissal for Some Other Substantial Reason' Policy and Procedure sets out the formal arrangements for ending a fixed-term contract together with details of the related appeals process. If an individual/manager is dissatisfied with any formal advice given under 3.1.11 then the HR Specialist, Employee Relations will carry out an independent review and provide a final written recommendation. There are no further reviews beyond this level.

3.2 Secondments

- 3.2.1 A secondment takes place when an existing member of staff who has a permanent substantive post is temporarily appointed to a new or existing internal or external post. In these circumstances the individual's permanent post will remain their substantive post. All secondments, both internal and external, constitute a contractual variation

Not Protectively Marked

which will be issued by the HR Personnel Support Team.

- 3.2.2 Internal secondments can occur for the same reasons as indicated under 3.1.1(Fixed-Term Contracts) and will be advertised in accordance with the [Police Staff Recruitment and Selection Policy and Procedure](#) where an individual must satisfy the 'Eligibility to Apply' requirement.
- 3.2.3 Secondments will be for a minimum of one month to a maximum of four years after which the employee should be made permanent unless the continued use of a temporary secondment can be 'objectively justified'.
- 3.2.4 If the individual's 'total' substantive pay is higher than secondment terms and conditions then consideration may be given to appointing the individual to a higher starting point within the secondment pay range. However, this will be by exception only and subject to satisfying specific conditions in consultation with [Human Resources](#).
- 3.2.5 Individuals who have a protected substantive role and are already carrying out a secondment will not be eligible to apply for a further successive secondment without seeking prior agreement from [Human Resources](#). A decision will be reached in liaison with the individual's substantive manager. However, individuals in these circumstances will still be eligible to apply for permanent posts in accordance with the [Police Staff Recruitment and Selection Policy and Procedure](#)
- 3.2.6 Unless agreed by the individual's manager in conjunction [Human Resources](#) when an individual returns to their substantive role following a secondment they will not generally be eligible to apply for a further secondment until a minimum period of six months has elapsed.
- 3.2.7 Should a need arise for a seconded role to become permanent the post will generally be advertised in accordance with the [Police Staff Recruitment and Selection Policy and Procedure](#) unless otherwise agreed with [Human Resources](#) and UNISON. A decision not to advertise will be reached in liaison with the individual's substantive manager and other factors will also need to be taken in to consideration for example consideration of staff 'at risk'. If successful the individual would give up their rights to their previous substantive role. The Personnel Manager, OD will have the overriding authority if a consensus cannot be reached with the respective parties.
- 3.2.8 Individuals who are on a secondment must give one month's notice in writing if they wish to return to their substantive post earlier than previously agreed. There is no guarantee that this will be accepted and each case will be assessed on an individual basis in consultation with [Human Resources](#).
- 3.2.9 'External' secondments should not be agreed without prior consultation with [Human Resources](#). In some cases it may be necessary to issue a written service level agreement with the host agency.
- 3.2.10 If an individual/manager is dissatisfied with any formal advice given then either the HR Specialist, Employee Relations (3.2.4 and 3.2.9 only) or Organisational Development Manager will carry out an independent review and provide a final written recommendation. There are no further reviews beyond this level.

3.3 Attachments

- 3.3.1 An 'attachment' differs from a secondment. An attachment can occur when a member of staff (or a number of staff) is abstracted from their current role due to an organisational requirement for example where there is a sudden or urgent need. The requirement for an attachment could include, but is not restricted to, major events specific enquiries/projects that need undertaking and are deemed an organisational risk/priority. All attachments, both internal and external, constitute a contractual variation which will be issued by the HR Personnel Support Team.
- 3.3.2 An attachment may also be appropriate where an individual's specific expertise is required for an urgent role and cannot be obtained elsewhere in the Force. Subject to the prior agreement of [Human Resources](#) the individual will normally be excluded from a competitive selection process.
- 3.3.3 Attachments should be for maximum period of six months. If a post has a requirement for a longer period, it will be defined as a fixed-term contract/secondment and will be subject to the Job Evaluation Procedure and [Police Staff Recruitment and Selection Policy and Procedure](#). However, in exceptional operational circumstances, with the agreement of [Human Resources](#) this six month period may be extended.
- 3.3.4 An individual's substantive role will be protected whilst they are on an attachment however in some cases it may be appropriate for the payment of a temporary honorarium.
- 3.3.5 Individuals should remain in their substantive role for a period of at least six months, on their return from an attachment, unless otherwise required for a further sudden or urgent need with the agreement of all managers.
- 3.3.6 If a manager is unable to identify anyone suitable they should liaise direct with the HR Change Team who, in consultation with others, may be aware of individuals with the relevant skills and experience.
- 3.3.7 In normal circumstances the costs of attachments e.g. salary costs, overtime etc will fall to the department requiring the attachment and not the individual's substantive command/department.
- 3.3.8 'External' attachments to other organisations such as the Home Office must be with the prior written agreement of [Human Resources](#). Consideration will be given to the duration of the attachment and the benefits and experience which may be gained by the individual. External attachments will NOT exceed a period of four years.
- 3.3.9 Individuals who are on an attachment must give one month's notice in writing if they wish to return to their substantive post earlier than previously agreed. There is no guarantee that this will be accepted and each case will be assessed on an individual basis in consultation with [Human Resources](#).
- 3.3.10 If an individual/manager is dissatisfied with any formal advice given then either the HR Specialist, Employee Relations (3.3.4 only) or Organisational Development Manager will carry out an independent review and provide a final written recommendation. There are no further reviews beyond this level.

Not Protectively Marked

3.4 Career Development Attachments (CDA)

- 3.4.1 A CDA occurs where a member of staff is voluntarily abstracted from their substantive post for the purpose of individual career development.
- 3.4.2 A CDA will normally be as a result of an individual's annual e-PPP or a request through their line manager. Organisational Development will authorise CDAs in liaison with the respective commands/departments.
- 3.4.3 A CDA will be regarded as supernumerary and must not be used to cover staffing shortfalls and/or to avoid making payment for covering staffing shortages.
- 3.4.4 CDAs will be for a maximum of three months. No minimum period will apply.
- 3.4.5 A member of staff must have been in their substantive role for a period of at least six months to be eligible to apply for a CDA. Staff on probation will not be eligible to apply for a CDA.
- 3.4.6 A member of staff's substantive terms and conditions will be unaffected during the attachment and their salary will remain unaltered. Attachments may be located at a different centre of duty to that of an individual's normal place of work. In normal circumstances individuals will not be eligible to claim subsistence or travel.
- 3.4.7 To enable Organisational Development to consider an attachment request, a [PPP5](#) must be completed by the individual and signed/supported by their manager as well as the relevant manager of the proposed command/department.
- 3.4.8 A CDA may be declined for a number of reasons including but not restricted to operational requirements or staffing resilience. However, all requests will be considered and reasons justified if the attachment is declined.
- 3.4.9 If a vacancy arises where the attachment is taking place, the individual must apply for the post in accordance with the [Police Staff Recruitment and Selection Policy and Procedure](#).
- 3.4.10 On return to their substantive role following a CDA, individuals must normally remain in their substantive role for a period of at least six months before applying for a further CDA.
- 3.4.11 Staff deemed 'at risk' under the Management of Change Policy are eligible to apply for CDAs. However, protection under the policy does not extend to CDAs, therefore it is advisable that staff 'at risk' focus on securing their employment with the Force and postponing a CDA until their position is clear unless for the purpose of checking potential role suitability and where time-scales/opportunities permit.

3.5 External Agency Staff

- 3.5.1 Organisational Development will be the central point of contact for managers considering the employment of agency staff.
- 3.5.2 External agency staff are temporary staff who are engaged by an agency and supplied to Dorset Police under a contract made between the agency and the Force. The agency is responsible for providing the agency worker with a written contract of employment. Temporary agency workers are not entitled to statutory redundancy pay or able to claim unfair dismissal.
- 3.5.3 Before engaging with an agency managers should firstly explore all internal options i.e. secondments or attachments which provide a developmental opportunity for existing staff. This is also likely to be a more cost effective option as agencies will ultimately add a fee on top of the rate paid to the agency worker.
- 3.5.4 Agency staff should only be engaged as a short term measure to cover periods of employment up to a maximum of 12 weeks – this is known as the ‘qualifying period’ - after which time the individual is entitled to the same basic terms and conditions as ‘comparable workers’ e.g. basic pay, annual leave. A break between jobs can also count towards the ‘qualifying period’.
- 3.5.5 Under Force policy an agency worker will be paid at an appropriate point within the agreed Dorset Police pay scale if the worker is temporarily covering an established or similar staff role.
- 3.5.6 If a manager believes that the requirement will exceed 12 weeks/three months then consideration should be given at the outset to advertising the post as a fixed-term contract or secondment/attachment through the normal route.
- 3.5.7 In accordance with the [Police Staff Recruitment and Selection Policy and Procedure](#), agency staff are not eligible to apply for appointments which are only advertised internally without an asterisk. Managers should be aware that financial penalties may be incurred if the agency worker is subsequently employed by the Force on a fixed-term or permanent contract.
- 3.5.8 Managers should review the vacancy occupied by an agency member of staff in liaison with Organisational Development at the two month point. If it is agreed that the vacancy is required for a period in excess of a further month (totalling 12 weeks) this should then be advertised as a secondment/fixed-term contract.
- 3.5.9 It should be remembered that agency workers have statutory protection in respect of equality legislation. This should be borne in mind particularly in the selection and termination of agency staff.
- 3.5.10 As stated earlier agency staff have a contract of employment with the agency therefore, requests for annual leave and any other time off should be requested through the agency, in liaison with their designated line manager within the Force. Any other employment issues for example poor attendance/performance or potential misconduct should be dealt with by the agency but only after initial consultation with [Human Resources](#).

4 Consultation and Authorisation

4.1 Consultation

Version No:	Name	Signature	Date
Police & Crime Commissioner			
Police Federation			
Superintendents Association			
UNISON			
Other Relevant Partners (if applicable)			

4.2 Authorisation of this version

Version No: 1.9	Name	Signature	Date
Prepared:	Teri Roberts	<i>Teri Roberts - 7403</i>	14.01.19
Quality assured:			
Authorised:			
Approved:			

5 Version Control

5.1 Review

Date of next scheduled review	1 YEAR FROM PUBLICATION
-------------------------------	-------------------------

5.2 Version History

Version	Date	Reason for Change	Created / Amended by
1.0		Initial Document	
1.1	11.11.2004	Reformatting	Ms M Ashdown
1.2	10.08.2006	HR Designation Changes	Mr. S. Hounsell
1.3	18.10.2006	Policy Amendment	Mrs. N. Anderson
1.4	17.11.2009	Revised to reflect new HR Direct Delivery Model	Mrs. L. Tong
1.5	18.03.2014	Insertion of stage 2 transfer paragraph into aims and rationale section. No other changes	Kate Bercham (Force Policy Co-ordinator)

Not Protectively Marked

1.6	November 2015	See full 'Key Information Summary' held by Corporate Development.	Mr I Coombs
1.7	22/2/16	Minor amendments made	Mr I Coombs
1.8	6/4/16	Amendment made to para 3.4.11	Mr I Coombs
1.9	14.01.19	Front page updated with statement to reflect harmonisation process.	Teri Roberts (7403)

5.3 Related Forms

Force Ref. No.	Title / Name	Version No.	Review Date
	Not applicable		

5.4 Document History

Present Portfolio Holder	Director of Human Resources
Present Document Owner	Head of Personnel Services
Present Owning Department	Human Resources
Details only required for version 1.0 and any major amendment ie 2.0 or 3.0:	
Name of Board:	Strategic People Board
Date Approved:	5 th November 2015
Chief Officer Approving:	Director of Human Resources

HR Template version January 2013