



Business Services
Organisation

Providing Support to Health and Social Care

SECONDMENT GUIDANCE FOR LINE MANAGERS AND EMPLOYEES

Table of Contents

SECONDMENT GUIDANCE FOR LINE MANAGERS AND EMPLOYEES	1
Introduction	3
Roles and Responsibilities.....	6
Employee Responsibilities.....	6
Management Responsibilities	6
Employees with Pay Protected Posts who undertake Secondment	9
Recruiting to backfill Seconded Employees substantive Post	9
Secondment Extensions	10
Manager recall of Employees on Secondment due to service needs	10
Employee requests to return early from a Secondment	10
Terms & Conditions for Secondment Arrangements	13
Appendix 1	16

Introduction

The Business Services Organisation (BSO) recognises the benefits of an employee taking a secondment opportunity. By placing employees in different work situations, secondment offers the opportunity for individuals to develop new skills or enhance existing skills, enabling BSO to develop and retain experienced, skilled and valued employees. It is important to note that secondments should also be mutually beneficial to the organisation.

BSO will ensure that this guidance outlines the clear arrangements that are in place for accessing secondment and the roles and responsibilities of all stakeholders within the secondment process.

Definition

A secondment is when an employee takes up a temporary contract with another organisation, or to a different post within the same organisation, for a specific purpose and time, to the mutual benefit of the employee and Business Services Organisation (BSO).

There are a number of different types of secondment which are as follows:

- Internal Secondment within the BSO;
- External Secondment within other HSC/NHS;
- External Secondment (e.g. Independent Sector or another Public Sector organisation, local authority, trade union, professional organisations e.g. Queens University etc)

Secondment opportunities

Secondment applications may be sought out and requested due to a variety of reasons and circumstances but not limited to:

- To develop individuals personally and professionally
- To provide for training/ experience and/or skills in another area/ department
- To increase self-confidence/ competence
- To facilitate or enhance a particular project or research
- To share expert resources between and within organisations
- To facilitate partnership working

Expression of Interest

Employees who obtain a post through an Expression of Interest which results in an Acting/ Temporary Higher Band are outside the scope of this guidance. The relevant provisions of these are contained in the Agenda for Change Terms & Conditions under the heading "Temporary move to a higher band". This would normally take place for between one and six months in the same Directorate of the BSO.

Temporary Staff (Staff on fixed term contracts)

It should be noted that temporary employees of the BSO are not eligible to apply for and obtain posts advertised as a 'secondment opportunity' both within and external to the BSO.

However, they can apply if the post is advertised as a temporary post. The employment status for temporary staff is set out in the BSO Fixed Term Workers Policy.

Eligibility

The Secondment Guidance is accessible to all substantive employees who hold a permanent contract within Business Services Organisation. There is no automatic right to a secondment, however, applications will be considered on their own merit and service needs at that time.

To be eligible to be considered for a secondment, BSO employees must also:

- Have satisfactorily completed their probationary period;
- Have at least twelve month's continuous service with the BSO;
- Have a satisfactory record of performance and conduct and not subject to any ongoing performance/ conduct processes.

Duration

Secondments will be time bound for a specific period and will not lead to a permanent post for the employee in the seconded position without a further recruitment and selection exercise unless otherwise specified in the advertisement. Approval for secondment extensions must be granted by the substantive line manager at least eight weeks prior to the end of the currently/originally agreed secondment period.

Secondments may vary in length and the duration is usually determined from the outset due to the reason for taking it up. *I.e. a two year training course, 12 months for maternity leave cover, a research post which is funded for 18 months.*

It should only be in exceptional cases that a Secondment extend beyond three years, and Managers should discuss with Human Resources any secondment extensions that approach this direction. This is in order to avoid employees being displaced upon return and also ensure business continuity.

As an absolute limit, no secondment should exceed a maximum of 4 years including any extensions and this should be in exceptional circumstances only with Human Resources involvement in agreeing.

Secondments lasting less than two years

Where a secondment is for a period of less than two years the employee's substantive post will normally be held open for their return subject to manager approval. The employee will be informed prior to the secondment commencing whether their substantive post will be held for them to return to.

Whilst line managers are encouraged to consider supporting their employees to undertake a secondment, it is important to note that the line manager reserves the right to permanently backfill a substantive post where there is a business need to ensure service provision is not adversely affected by the secondment. Examples of this may be where business and staffing pressures already exist in the team/ department and would therefore be further disrupted by the secondment. When this situation occurs, line managers will be expected to have sought Senior Manager input in making this decision and it should clearly communicated to the employee. The employee should be advised of this accordingly in writing when agreeing the terms of the secondment request/ extension request.

Secondment of over two years (inclusive of extensions)

Where the secondment being requested is for a period exceeding **two years** or the employee has requested an extension will take the secondment beyond a two year duration, the employee's substantive post may be filled on a permanent basis by the line manager.

In this event, the line manager must ensure that the employee understands the decision to backfill their substantive post permanently if the employee does decide to take up/extend their secondment. The employee should be advised of this accordingly in writing when agreeing the terms of the secondment request/ extension request.

Employees Seconded into BSO from another organisation

Where an employee from an external organisation is seconded into BSO, BSO will issue the employee with a Secondment Agreement in conjunction with the relevant organisation, and their substantive employment arrangements will remain with the external organisation.

Roles and Responsibilities

Employee Responsibilities

- Employee who wish to apply for a secondment should have a discussion with their line manager to seek authorisation **before** an application for secondment is made.
- Employees on secondment who request an extension must contact and request this from their substantive manager at least eight weeks prior to the end of the currently/originally agreed secondment period.
- An employee who wishes to return early from a secondment should contact their substantive line manager and explain the circumstances for requesting this. The notice period the employee is required to give to return would be in line with the contractual 'notice period' from the employees' BSO Statement of particulars.
- Employees must maintain contact with the line manager of their substantive post. These can be mutually agreed and are intended to help employees keep in touch with the workplace and support return to work.
- Employees should ensure they retain their relevant statutory requirements and maintenance of professional registration (if applicable) prior to return of their Secondment to their substantive post with BSO
- Employees who return to a BSO regulated position after one year will be subject to undertaking an Access NI Check in advance of their return to their post.
- If an employee has been refused the secondment request but proceeds with their application and obtains the new post, they should confirm in writing if it is their intention to resign from their substantive post. The employee will be advised they will have no right of return to the substantive post in this circumstance.
- Employees must be aware that if they incur any issues of performance, attendance and conduct, it will be the responsibility of their substantive manager who, where necessary, take the appropriate informal/formal action in accordance with the relevant BSO organisational policies and procedures.
- Employees undertaking an external secondment should return any BSO equipment, phones, laptops, ID badges in their possession to their substantive line manager prior to taking up their new secondment arrangement.

Management Responsibilities

- Managers should always give consideration as to whether vacancies which arise in their area may be offered on a secondment basis, where such vacancies are fixed-term in nature and therefore such an approach would widen the scope of potential applicants
- Consider all secondment requests from employees and determine if they would provide the employee with relevant experience and development of skills that would be beneficial to the BSO.

- Managers should ensure they have ensured they have the necessary replacement costs and arrangements for cover before approving a secondment
- Only refuse a request if there are clear demonstrable business reasons why it is not practical and communicate these reasons in writing to the employee. Potential business reasons for refusal are covered in Managers Guidance Section.
- Management approval or rejection of requests under this Guidance must be put in writing to the employee with written reasons for the decision with input from senior management to allow/or refuse for a member of staff to go on secondment.
- Managers should ensure that they notify Pay & Conditions Team in Human Resources **at least one month** before their employee is due to take up a Secondment so that HRPTS can be updated accordingly.
- If the request for secondment has been agreed the approving manager will ensure that, prior to commencement of a secondment, the appropriate secondment agreement has been completed and issued.
- Managers with staff on external secondment but remaining on BSO payroll, should discuss with the secondees host manager how pay affecting changes such as Sickness Absence, Pay Enhancements, Contractual changes etc will be communicated between both parties as this will require input from the substantive manager to ensure that the HRPTS system is accurate and maintained the entire time the employee is seconded out.
- Managers must maintain contact with employee throughout the duration of their secondment.
- Managers should make arrangements to keep in touch with the Secondee on a regular basis and consult them on any proposed changes to their substantive post during the term of the secondment.
- Manager should notify the employee prior to the secondment commencing whether their permanent post will be held for them to return to.
- Managers should notify any employee on secondment (either internal or external) of any vacancies being circulated within their substantive area.
- Managers should discuss any training needs/ arrangements which may need to occurring during and following the employees' period of Secondment
- Managers should ensure the employee retains their relevant statutory requirements and maintenance of professional registration (if applicable) prior to return of their Secondment
- Managers should ensure that employees returning to a regulated position after one year that is subject to Access NI Check is carried out again in advance of their return to their post.
- If any issues of performance, attendance and conduct arise with the employee whilst they are on secondment, it will be the responsibility of the substantive manager who, where necessary, take the appropriate informal/formal action in accordance with the relevant BSO organisational policies and procedures.
- Managers must notify Human Resources on any updates in the employees secondment arrangements such as:
 - Whether employee will or will not be returning after Secondment;
 - Employee's return to their post at least 8 weeks prior to the return date;
 - Any secondment extensions.
- Managers should seek advice and guidance from Human Resources if required.

Managers Guidance on handling Secondment requests

All secondment applications should be reasonably considered by management and only refused where there are clear, demonstrable business reasons why it is not practicable. Managers should ensure they are consistent in their approach and decision-making process and apply this equally across all staff who may make a secondment request.

Whilst BSO recognises the value of secondment opportunities as a mutual benefit, there may be times where business reasons can impact this decision-making process.

Listed below are some of the reasonable grounds for rejecting such applications:

- the burden of additional costs;
- detrimental effect on ability to meet customer demand/service provision;
- lead to the loss of skills;
- inability to re-organise work amongst existing staff;
- inability to recruit additional staff/backfill;
- planned structural changes.

Managers should discuss with their Senior Manager before deciding on approving/refusing a secondment request, particularly if it is likely to impact on any of the above factors.

If the employee has been refused the secondment request but proceeds with their application and obtains the new post, they should confirm in writing if it is their intention to resign from their substantive post. The employee will be advised they will have no right of return to the substantive post in this circumstance.

Secondment Agreements exceeding 2 years where the substantive post has been backfilled

Where a secondment is for a period exceeding two years ends (also including extensions) and the substantive post was back-filled on a permanent basis, the substantive manager should endeavour to redeploy the employee to a post within their service area or Directorate upon their return at the same band in line with Management of Change Protocol.

It is the responsibility of the BSO Director, in which the employee's permanent contract lies, to identify an alternative post and/or to work collaboratively with Human Resources to seek an alternative post. The manager of the affected employee will be required to retain the employee within their Directorate until such times that an alternative post can be identified.

IMPORTANT NOTE: Displaced staff returning from a secondment can only be redeployed within the scope of their originating HSC organisation in which their substantive contract lies. For example, a staff member substantively employed within BSO can only be redeployed within BSO.

If management are unable to identify a suitable post upon the employees return within the immediate Directorate then management should liaise with Human Resources at least three months before the employees return date. Human Resources will place the affected employee on a central Redeployment for their employing organisation and will identify appropriate vacancies which the employee matches the specification for at the same band across the entire BSO Organisation. During this time the manager should continue to source a post for the affected employee and they will remain within their service area as supernumerary until successfully redeployed. No offer of employment should be unreasonably refused by the affected employee.

If there are no posts available at the equivalent band of the employee's permanent contract, either within their own Directorate or across the BSO, then the employee may be offered redeployment to a lower banded post within the employing organisation if available. There will be no protection of pay applicable in this circumstance.

Employees with Pay Protected Posts who undertake Secondment

If, as a result of organisation change, protection arrangements apply to the employees' substantive post, the period of protection will commence from the effective date of the change. Any balance from the in-place protection agreement will be applied (as appropriate) when the employee returns from secondment.

Recruiting to backfill Seconded Employees substantive Post

A key element of any secondment is that the employee is ordinarily expected to return to their previous post when the secondment ends. As such, the releasing employer will also need to consider how they will cover the seconded employee's post during the period of secondment, as well as how they will manage the employee's re-introduction to the workplace once the secondment ends.

In the vast majority of cases a Secondment is likely to last longer than six months in which case the manager should raise a requisition to cover the substantive post on either a temporary or permanent basis in the usual way. See [Recruitment & Selection Framework](#).

Temporary posts of any duration may be advertised externally or as 'internal secondments' within a specific organisation on the HSC Jobs Website.

Where the secondment is long term and there is a prospect the employee may not return the manager may decide to note the advertisement that a permanent appointment in the future could be anticipated. e.g. *'Temporary for XX months/year(s) with possibility of post becoming permanent pending funding'*.

Managers should discuss the full arrangements for raising the requisition request with Senior Management who hold budget responsibility in their area.

An Expression of Interest process is unlikely to be suitable as a method to cover secondment given it is limited to posts where cover is for less than six months duration with no possibility of extension.

Secondment Extensions

Approval for secondment extensions must be requested by the employee to their substantive line manager at least eight weeks prior to the end of the currently/originally agreed secondment period. A request to extend a secondment will be reviewed by the line manager with due regard to the Managers guidance on deciding secondments.

If an employee requests to have their original secondment period extended and their substantive line manager, for business reasons is not able to agree the request, the employee will be expected to return to their substantive post. If the employee chooses to stay on secondment, they should confirm in writing if it is their intention to resign from their substantive post. The employee will be advised they will have no right of return to the substantive post in this circumstance.

Refusal of extension of seconded employees by Management must be exercised reasonably with clear business reasons outlined.

Management request for secondment to end early

If the initial secondment is agreed for 2 year or more, the substantive line manager reserves the right to recall the employee to return to the substantive post due to service needs and the employee will be expected to return as requested. Managers should ideally give the employee at least four weeks' notice if possible.

Managers must notify BSO Human Resources Pay & Conditions Team as soon as possible that the employee is returning from secondment to update their record and facilitate their pay reinstatement/ adjustment at: BSO.PayandConditions@hscni.net

If the employee chooses to remain on secondment and does not return as requested by management they should confirm in writing if it is their intention to resign from their substantive post. The employee will be advised they will have no right of return to the substantive post in this circumstance.

Recall of seconded employees by Management must be exercised reasonably with clear business reasons outlined.

Employee requests to return early from a Secondment

An employee who wishes to return early from a secondment should contact their substantive line manager and explain the circumstances for requesting this. The notice period the employee is required to give to return would be in line with the contractual notice period from the employees' BSO Statement of particulars **i.e.** One months' notice for employees at Band 2-6, and three months' notice for employees at Band 7 or above. The request should be provided in writing and retained locally.

Managers must notify BSO Human Resources Pay & Conditions Team as soon as possible that the employee is returning early from secondment to update their record and facilitate their pay reinstatement/ adjustment at:
BSO.PayandConditions@hscni.net

Applying for a Secondment

Secondment opportunities may arise through a variety of circumstances, but should ordinarily be advertised in line with the normal recruitment process.

Employees must ensure that they seek authorisation as soon as practically possible and ensure this has been provided by their Line Manager prior to applying and accepting a secondment opportunity.

The procedure for applying for Secondments is outlined in the flowchart on the next page.

Procedure for Applying for Secondments



Manager and Employee are responsible for maintaining regular contact throughout the Secondment.

Employee has a discussion with Line Manager to seek approval to make a Secondment application. During the discussion employee should outline the duration, location, details of post, and relevant information to support why they are seeking this opportunity.

Line Manager will consider the Secondment request in line with BSO Secondment Guidance, outlining their decision outcome in writing to employee.

Request Approved

Approval and arrangements confirmed in writing to employee by Manager

Duration Less than 2 Years

Manager will confirm to Employee if they will be holding the substantive post open for their return

Duration Over 2 Years

Line Manager to ensure Employee advised their Substantive post may be backfilled permanently. (A post will be sought at the same level where possible on their return).

Human Resources: Manager to notify Pay & Conditions HR of Employee Secondment **at least one month** before taking up arrangement

The hosting organisation HR Dept to issue Secondment Agreement to Employee

SECONDMENT EXTENSIONS: Should be clearly communicated and requested at least 8 weeks in advance. Manager to advise employee if any Secondment Extension beyond 2 year will impact on ability to return to substantive post in writing.

Request Refused

Confirmed in writing to employee. Manager will provide clear, business reasons for the refusal, with oversight from Senior Management.

Where employee proceeds without Manager Approval



An employee who has been turned down for secondment but continues with their application should confirm in writing if it is their intention to resign from their substantive post. The employee will be advised they will have no right of return to the substantive post in this circumstance.

Terms & Conditions for Secondment Arrangements

BSO staff who undertake a secondment internal to the BSO or HSC will attract the appropriate terms and conditions of service during the period of secondment, commensurate to the banding of that post. No payment of excess mileage will apply where additional mileage is incurred due to a change of base for the secondment post. Seconded employees will be paid the salary and hours of the post applied for in line with the Agenda for Change terms and conditions of service. There is no facility to claim for any Pay Protection Arrangements pertaining to the substantive post.

An employee going to another HSC organisation will usually be provided with a Secondment Agreement covering the Terms & Conditions of service of the secondment by the Host HSC employer.

For BSO staff who undertake an external secondment: During the period of secondment, the employee will be 'on loan' to the host employer, with his/her substantive contract and terms of conditions of service remaining with the BSO.

The secondee will receive his/her salary from the host organisation for the duration of the secondment. Only in exceptional cases would a re-charge be set-up, and these requests should be escalated to Human Resources Senior Management.

Any Secondment Agreement entered into with the host employer will be for the loan of an employee and **not** for the provision of a service. It will therefore be the responsibility of the host employer to provide cover in the absence of the secondee for whatever reason.

The employee will usually be provided with a Secondment Agreement covering the Terms & Conditions of service of the secondment by the Host employer. Where an employee has been seconded for over one year to an external employer and is returning to a regulated position, they may be subject to Access NI Check in advance of their return to their post where relevant.

Performance and Conduct

For BSO staff who undertake an internal secondment in the BSO/ HSC: Management of the secondee's performance, attendance and conduct will be the responsibility of the substantive BSO manager who, where necessary, will take the appropriate informal/formal action in accordance with the relevant HSC organisational policies and procedures. This will include the full range of performance and disciplinary action(s) up to and including dismissal.

For BSO staff who undertake an external secondment: During the secondment the secondee will adopt the policies and procedures pertaining to the host employer. The host employer will be responsible for monitoring performance, attendance, conduct and undertaking appraisal.

Clinical Governance and Professional Supervision arrangements will also be the responsibility of the Host organisation.

Where it may be necessary to take informal/formal performance or disciplinary action, the host employer will notify the BSO immediately of the nature of the matter of concern and any subsequent sanction. In instances of serious professional misconduct, referral to registration body and Independent Safeguarding Authority if appropriate will be the responsibility of the BSO organisation.

Seconded Employee Pay arrangements

For HSC secondments the employee will normally be removed from BSO Payroll and transfer to the receiving HSC organisation's payroll and a new staff number, and HRPTS login will be issued. Only in exceptional cases would a re-charge be set-up, and these requests should be escalated to Human Resources Senior Management.

IMPORTANT: Managers with staff on secondment to another HSC organisation but remaining on BSO payroll, should discuss with the secondees host manager how pay affecting changes such as Sickness Absence, Pay Enhancements, Contractual changes etc will be communicated between both parties as this will require input from the substantive BSO manager to ensure that the HRPTS system is accurate and maintained the entire time the employee is seconded out.

Car Leasing

Employees taking up a secondment to another HSC organisation and who pay for a Car through the HSC Car-leasing scheme should contact BSO Human Resources prior to taking up their secondment.

Reimbursement of Travel & Subsistence Expenses

All travelling and subsistence expenses incurred if applicable during the course of the secondment period will be met by the Host employer.

Secondment Agreement

A secondment agreement has the effect of changing or 'varying' certain terms of the employment contract for the duration of the secondment. As such, the employee's agreement to the secondment, and to any variation of their contract of employment, must be obtained before a secondment can commence. Where agreement is reached for a secondment to proceed, this does not terminate an employee's contract of employment with BSO, and the contract continues to subsist during the period of secondment.

External Secondments

An external secondment creates a tripartite relationship between the employee, the substantive employer (BSO) and the hosting organisation who will be employing them during the secondment period. Where an employee is being seconded to an external employer or host organisation, prior to commencement a secondment agreement should be put in place between the parties to avoid confusion as to where certain responsibilities lie and other concerns such as who the seconded employee should report to and how they should be paid. The secondment agreement should be developed in conjunction with the receiving HR Dept Host organisation and the BSO HR Dept with input from both the substantive and receiving host manager.



The Host organisation will be responsible for issuing the Secondment Agreement and will provide the BSO with a copy of same for retention in their HR Electronic record.

The secondment agreement will outline important contractual information for the secondment such as, Start/End date, Job Title, Salary, Hours, Working pattern, Notice Period, Pension provision, pay frequency, and Other relevant terms & conditions of Pay such as provisions for expenses and how they are claimed.

Other key terms and conditions of the secondment will also be outlined such as Probation, Termination, Professional Registration, Health & Safety, Code of conduct etc. The secondment agreement may also highlight arrangements for the line management, training, and duties of the employee during the secondment, as well as any other ad-hoc measures that have been agreed to facilitate the secondment.

IMPORTANT REMINDER: The secondment agreement should clarify the arrangements for managing the secondees pay affecting changes such as recording Sickness Absence, Pay Enhancements, Contractual changes etc and which organisation is responsible for the recording of such. This will be especially critical where a 're-charge' has been set up and the host organisation has no access to alter the BSO secondees HRPTS record, risking potential for under/overpayment.

Please see Appendix 1 for an example of a BSO Sample Secondment Agreement.



Directorate of Human Resources

Business Services Organisation

2 Franklin Street

BELFAST

BT2 8DQ

Email: BSO.HumanResources@hscni.net

DATE

PRIVATE AND CONFIDENTIAL

Employee Name

Dear **Employee**,

**SECONDMENT TO (NAME OF EXTERNAL HSC ORGANISATION) – JOB TITLE/
BAND**

I write regarding your secondment to the above position from the Business Services Organisation. This secondment is initially with effect from the **DATE** for a period of **XX** months.

During your secondment you will be based in **LOCATION** in the first instance. I have attached a copy of the Job Description for your attention.

Please note this is an amendment to your contract and all other terms and conditions remain as set out in your original contract. On expiry of this arrangement you will return to a post to be determined by your substantive organisation. Please refer to the secondment guidelines and any correspondence agreed between you and the **(External HSC Organisation)**.

During this period of secondment you will be paid as follows:

Position:	X
Band:	X
Salary:	£XX,XXX per annum pro rata
Point on Pay Scale:	X of X
Hours of Duty:	XX hours per week.
Notice Period:	X months

The terms and conditions of employment relating to this secondment are set in line with the NHS (Agenda for Change) Terms and Conditions of Service handbook. Your date of continuous service will be that which is stated in your original BSO contract of employment. The policies and procedures of the **(External Org)**, all of which may be amended from time to time, also form part of your terms and conditions and therefore it is important that you familiarise yourself with the policies and procedures relevant to **(External Org)**.

During your secondment you will report to **External Org Manager**. During the Period of Secondment the details of work undertaken and specific work objectives will be agreed by the **External Org** and the Employee at the outset of the transfer.

Please note that during your secondment you will remain on the **BSO payroll**. You will be expected to process any expense claims through the BSO and you will receive reimbursement in your monthly salary. The **External Org** will recharge any expenses incurred to the BSO.

Your base for the purposes of claiming travel expenses in accordance with Agenda for Change Terms & Conditions will be **Location**.

In the event of any sickness absence you will be expected to advise **Substantive BSO Manager** as your substantive post line manager and **External Org Manager** as your line manager in **External Org**.

Duties of the Employee

During the Period of Secondment the Employee shall carry out all duties as per the job description for the role and at the instructions of the **External Org** and the **External Org** shall ensure that the duties of the Employee are appropriate to the Employee's status, skills and abilities.

In the event that the Employee's performance is not satisfactory the **External Org** shall:

- Draw to the Employee's attention at an early stage the areas of unsatisfactory performance.
- Provide any support and training necessary to assist the Employee to improve his/her performance.
- Where not successful in achieving an improvement in performance, arrange a meeting between the parties, at which the Employee will have a right to be accompanied, to consider whether the Period of Secondment should continue.

In the event of misconduct the Host shall:

- Notify the BSO in writing within seven days of the alleged misconduct occurring or being discovered.
- Arrange a meeting between the **External Org** and the **BSO** to discuss how best to investigate the alleged misconduct, in accordance with any of the BSO's relevant policies.
- Arrange a meeting between the parties, at which the Employee will have the right to be accompanied, to consider whether the Period of Secondment should continue and whether the Employee should be subject to disciplinary proceedings.

Termination

This Secondment Agreement will automatically terminate at the end of the Period of Secondment unless the parties have agreed, in writing, to an extension.

This Agreement may be terminated by any party giving **3 months' notice**, in writing, to the other parties.

This Agreement will automatically terminate if the Employee ceases to be employed by the **BSO**.

Probationary Period

Subject to satisfactory performance, your appointment will be confirmed after a probationary period of six months duration. If performance is not satisfactory your probationary period may be extended for a further six months. Your appointment can be terminated during the probationary period.

Pension

The HSC Pension Scheme will continue to be available to you during the period of secondment.

Gifts, Hospitality, Fees & Emoluments

You must not accept gifts or excessive hospitality in the course of your employment. The guidance contained in Departmental Circular HSS (GEN 1) 1/95 must be observed at all times. Any fees or emoluments received by you in the course of your employment under this contract shall, unless otherwise directed by BSO, be surrendered to the BSO.

Health and Safety

BSO has a duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of all its employees. You must co-operate with BSO so far as is necessary to enable compliance with that duty. You must also take reasonable care for the health and safety of yourself and the other people you come into contact with who could be affected by your work.

Criminal Convictions

You are required to immediately notify **External Org** if you are charged or convicted of any criminal offence.

Code of Conduct

You are required to comply with the Code of Conduct for HSC Employees. Failure to comply with this Code of Conduct may lead to disciplinary action under BSO's disciplinary procedures.

Acceptance

If you are prepared to accept the secondment on the terms and conditions specified above, please complete the form of acceptance attached and return a copy to the Human Resources Directorate, **External Org**.

I trust this information is of assistance to you. Should you have any queries in relation to this matter, please do not hesitate to contact me on **XXXX**.

I would like to take this opportunity to wish you every success through the duration of your secondment.

Yours sincerely

Senior HR Manager

FORM OF ACCEPTANCE

In accepting this offer I consent to the retention of all personal information previously provided by me and as added to from time to time, being retained by the BSO for the continued maintenance of the employment relationship.

Furthermore I consent to the monitoring information previously provided continuing to be used for all necessary statutory purposes.

I hereby accept the secondment to the BSO:

Signed on External Org		Dated:	
PLEASE PRINT	Manager - External Org		

Signed on behalf of Business Services Organisation		Dated:	
PLEASE PRINT	Manager – BSO		

Signed by (The Employee)		Dated:	
PLEASE PRINT			