

Public Accounts Committee

Report on PSNI: Use of Agency Staff Volume 2

Together with the Minutes of Proceedings of the Committee
Relating to the Report and the Minutes of Evidence

Ordered by the The Public Accounts Committee to be printed 26 February 2014
Report: NIA 163/11-15 (Public Accounts Committee)

**REPORT EMBARGOED UNTIL
00:01 am on 26 March 2014**

Membership and Powers

The Public Accounts Committee is a Standing Committee established in accordance with Standing Orders under Section 60(3) of the Northern Ireland Act 1998. It is the statutory function of the Public Accounts Committee to consider the accounts, and reports on accounts laid before the Assembly.

The Public Accounts Committee is appointed under Assembly Standing Order No. 56 of the Standing Orders for the Northern Ireland Assembly. It has the power to send for persons, papers and records and to report from time to time. Neither the Chairperson nor Deputy Chairperson of the Committee shall be a member of the same political party as the Minister of Finance and Personnel or of any junior minister appointed to the Department of Finance and Personnel.

The Committee has 11 members including a Chairperson and Deputy Chairperson and a quorum of 5.

The membership of the Committee since 23 May 2011 has been as follows:

- Ms Michaela Boyle³ (Chairperson)
- Mr John Dallat (Deputy Chairperson)
- Mr Trevor Clarke⁸
- Mr Michael Copeland
- Mr Alex Easton¹²
- Mr Paul Girvan
- Mr Chris Hazzard¹⁰
- Mr Ross Hussey
- Mr Daithí McKay⁷
- Mr Adrian McQuillan¹
- Mr Seán Rogers⁶

- 1 With effect from 24 October 2011 Mr Adrian McQuillan replaced Mr Paul Frew
- 2 With effect from 23 January 2012 Mr Conor Murphy replaced Ms Jennifer McCann
- 3 With effect from 02 July 2012 Ms Michaela Boyle replaced Mr Paul Maskey as Chairperson
- 4 With effect from 02 July 2012 Mr Conor Murphy is no longer a Member and his replacement on this committee has not yet been announced
- 5 With effect from 07 September 2012 Mr John Dallat replaced Mr Joe Byrne as Deputy Chairperson
- 6 With effect from 10 September 2012 Mr Seán Rogers was appointed as a Member
- 7 With effect from 10 September 2012 Mr Daithí McKay was appointed as a Member
- 8 With effect from 01 October 2012 Mr Trevor Clarke replaced Mr Alex Easton
- 9 With effect from 11 February 2013 Mr Sammy Douglas replaced Mr Sydney Anderson
- 10 With effect from 15 April 2013 Mr Chris Hazzard replaced Mr Mitchel McLaughlin
- 11 With effect from 07 May 2013 Mr David McIlveen replaced Mr Sammy Douglas
- 12 With effect from 16 September 2013 Mr Alex Easton replaced Mr David McIlveen

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List of Abbreviations

the Board	Northern Ireland Policing Board
the Committee	Public Accounts Committee (PAC)
C&AG	Comptroller and Auditor General
the Department	Department of Justice
HR	Human Resources
CPD	Central Procurement Directorate
DFP	Department of Finance and Personnel
HMRC	HM Revenue and Customs
PSNI	Police Service of Northern Ireland



Northern Ireland
Assembly

Appendix 3

Correspondence

Correspondence of 3 October 2012 from Committee on the Administration of Justice

To: Memorandum to Members of the Public Accounts Committee

From: The Committee on the Administration of Justice (CAJ)

Date: 3 October 2012

Subject: NI Audit Office report into PSNI rehiring

CAJ: Further questions remain over conflicts of interest and rehired-retired officers roles in investigating historic cases

1. Human rights NGO CAJ notes the Committee will receive a briefing today from NI Audit Office officials on its report into the PSNI's use of agency staff. CAJ has been raising concerns with the PSNI, Board and others, including the Audit Office, for some time in relation to the practice of rehiring former officers. Our most urgent concern has been the conflict of interests some re-hired staff may have between their past and present roles, in particular in relation to roles in the investigative chain for legacy investigations.
2. **There are legal requirements which mean police officers or other state agents should not be in a position to influence investigations into matters in which they themselves, their former units or colleagues may be implicated.** In particular CAJ has raised the scenario when investigations by the Police Ombudsman or Historical Enquires Team (HET) as well as Inquests or other judicial procedures engage the activities of police agents, yet former special branch officers are involved in providing the intelligence data on which the same investigations are reliant. In relation to the HET University of Ulster research concluded that "all aspects of intelligence are managed by former RUC and Special Branch officers."
3. **The Audit Office report directly addresses the issue of 'conflicts of interest' of rehired officers in relation to the HET and recommends further measures are introduced,** including a that all members of an investigative team are required to formally 'declare their independence' at the outset of an investigation (paragraph 3.8). The Audit Office notes of the current 134 HET, 63 are agency staff paid through limited companies (usually used to minimise tax obligations).
4. The Audit Office indicates that at present procedures are limited to former RUC officers declaring if they had previously been involved in the RUC investigation into the same case. This does not extend into examining any conflicts of interest in relation to otherwise being able to influence investigations through control of the intelligence and other records on which they rely. The Audit Office report finds of all PSNI Department's the Crime Operations Branch, which includes the C3 Intelligence Branch, has the highest number of rehired officers (figure 7;p23) and that of persons rehired to work as **'Intelligence Officers' 97% were former retired officers** (figure 14;p35).
5. The **Committee may therefore wish to ask the Audit Office** for further clarification in relation to data it may have examined in relation to conflicts of interests and past and present roles in:
 - the PSNI Legacy Support Unit, which provides information to Inquests and Inquiries;
 - the HET (outside participation in direct investigation teams);
 - working with or servicing the PSNI Legacy Gold Group;
 - other parts of the PSNI who have responsibilities for providing records and other data to inform legacy investigations;

PTO:

Equality of Opportunity:

6. A further human rights issue which has been raised, among others, by police officers and the trade unions is that of **'equality of opportunity' in relation to the rehiring practices.** The Audit Office report does provide some detail of irregularities in relation to recruitment practices, detail could also be provided on:
- whether the way job specifications were drafted could have unduly benefited former officers and hence impacted on equality of opportunity;
 - whether PSNI decisions on rehiring policy complied with the statutory equality duty under section 75 of the Northern Ireland Act 1998;
 - the outcome on the overall composition of the PSNI (including 'temporary staff') on grounds such as community background, gender, age etc as a result of the re-hiring practices;
7. Should such information not be available from the Audit Office investigation the Committee may wish to consider asking the Equality Commission to further investigate the matter.

3 October 2012

Committee on the Administration of Justice (CAJ)
2nd Floor, Sturgen Building
9-15 Queen Street
Belfast
BT1 6EA
Tel 028 9031 6000
Web www.caj.org.uk

Correspondence of 3 October 2012 from Committee on the Administration of Justice

FROM THE PERMANENT SECRETARY
Nick Perry



Department of
Justice
www.dojni.gov.uk

Stephen McCormick
Director
Northern Ireland Audit Office
106 University Street
BELFAST BT7 1EU
Email: stephen.mccormick@niauditoffice.gov.uk

Rm B5.10, Castle Buildings
Stormont Estate
BELFAST BT4 3SG
Tel: 028 9052 2992
email: nick.perry@dojni.x.gsi.gov.uk

Your reference
Our reference NP208-12;
12/270902
Date 27 July 2012

Dear Stephen

POLICE REHABILITATION AND RETRAINING TRUST (PRRT) FULL TIME RESERVE (FTR) SCHEME CONTRACT – BDO COMPLAINT

Further to my letter to you of 26 June, I am writing to update you on the progress being made by my staff in their investigation into the correspondence received from Mr John Dallat MLA, relating to a complaint raised by one of his constituents. Unfortunately the investigation has taken rather longer than I would have wished.

PRRT has been unable to produce evidence of a proper procurement having taken place in sub-contracting BDO to provide support services to the FTR scheme. There also appears to be a potential conflict of interest because whilst BDO are the sub-contractors, they are also the external auditors.

_____ has written to PRRT seeking several pieces of information and assurance, including:

- 1) whether the auditing contract with BDO has ended and if so from what date;
- 2) whether any outstanding payments are to be made under this contract, what the amount is and when will the payment be made;
- 3) how much longer the FTR Scheme contract is expected to run;
- 4) details of the contract management arrangements between PRRT and PSNI for the FTR Scheme contract;

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- 5) details of how the sub-contracting arrangement with BDO was agreed and is being managed to meet the sub-contracting and performance monitoring requirements detailed in the conditions of contract; and
- 6) information regarding the allegation raised by John Dallat MLA on behalf of his constituent that free services are being offered by BDO, so that the Department are assured that no cross-subsidisation has occurred.

It is a matter of concern that there is significant potential that the payment to BDO for the support services is without approval. I will be considering refusing to grant retrospective approval for the payments, thus making the payments irregular.

Although the 2011-12 Annual Report and Accounts of PRRT have already been prepared and audited, they have not been presented to the Assembly. In conjunction with the PRRT Board, my staff will be considering whether the conflict of interest warrants having the accounts amended because of a significant internal control issue in the SIC, and whether the auditors should consider its impact on their opinion.

I will also formally be drawing the issue of the support services contracts between PSNI and PRRT, and the subcontract between PRRT and BDO, to the attention of the PSNI Audit and Risk Committee.

If you require any further information at this stage, David Hughes, tel (028) 9052 2740, will be happy to assist.

Yours sincerely,

N P Perry

N P PERRY

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Personal, Professional, Protective Policing



copy sent
16/1/12

30 April 2012

Mr John Dallat MLA
11 Bridge Street
Kilrea
BT51 5RR
Co Derry

Dear *John*,

RE: BDO Consultancy Firm

I refer to your correspondence of 19 April 2012.

As you are aware, the Independent Commission on Policing in Northern Ireland, the Patten report, provided that the PSNI Full Time Reserve should be phased out. Part of this process involved a comprehensive outplacement support programme for all officers leaving the service. Provision of this programme was awarded to the Police Rehabilitation and Retraining Trust (PRRT) and BDO were sub contracted to PRRT to provide

" One to one financial planning, up to a total of seven hours support, to include, personal, tax and pension advice and guidance ". As per the Conditions of Contract and Service Level Agreement for the Full Time Reserve Severance Programme on behalf of the Police Service of Northern Ireland.

Any additional consultancy work taken on beyond this contractual arrangement is a commercial matter between BDO and their individual client".

Yours sincerely

A handwritten signature in black ink, appearing to read 'JM Stewart'.

JM Stewart
Director of Human Resources

JM STEWART, OBE LLB FCIIPD JP
DIRECTOR OF HUMAN RESOURCES
PSNI Lisnasharragh, 42 Montgomery Road, BELFAST, BT6 9LD
Tel No: 028 90 922928, Fax: 028 90 922943; E-Mail: Joe.Stewart@psni.pnn.police.uk



3

10 04 2012 12:36 PM

FAX NO: 02829541884

: MW

Chairperson's Letter of 19 October 2012 to Mr Nick Perry

Public Accounts Committee

Nick Perry
Accounting Officer
Department of Justice

Cc Matt Baggott, Chief Constable;
Judith Gillespie, Deputy Chief Constable;
Sam Pollock, Chief Executive of the NI Policing Board

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX

Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

19 October 2012

Dear Nick,

PAC inquiry into PSNI use of Agency Staff

Thank you for your participation in the Committee's lengthy evidence session on the use of agency staff.

As agreed at that session, the Committee requested the follow-up information listed below.

1. The breakdown by gender of those rehired, and any other gender analysis information you hold for agency staff;
2. The presentation referred to by Ms Gillespie given by Grafton to the human resources Committee of the Policing Board on staff selection and efforts to advertise, and the date on which this presentation was made;
3. A list of the respective Chairpersons and members of the Policing Board's human resources and resources and improvements Committees in 2004-05;
4. What the terms of contract with Grafton were and in particular whether they contained the terms re handling and analysis of equal opportunity monitoring information quoted from the tender specification by Mr Pollock at the session; and where the contractual onus lay for channeling this to the Chief Constable;
5. A copy of the blank application form for temporary staff with certain skills and abilities which local commanders used to make a business case for personnel from Grafton and a sample business case;
6. Whether Grafton played any role, and if so in what way, in assessing how job evaluation and rates of pay should be equated;
7. A breakdown by district and by branches of the requests for temporary staff made locally;
8. Confirmation of whether whistleblowers contracted the PSNI, in particular the professional standards department, with allegations of headhunting of former officers for temporary jobs;
9. Factual confirmation of the authorisation for signature by a recruitment manager (para 2.12) to approve a spend of £4.6 million; ie whose was the decision to proceed with this contract variation, why, and whether a personal relationship influenced the decision;
10. Further, confirmation that the recruitment manager was a full-time non-uniformed human resources manager;

11. Confirmation of numbers of uniformed officers in HR related training, and other HR and finance roles;
12. Whether the Policing Board received a copy of the November 2007 Workforce Strategy Report, whether it was dealt with by the full board or the human resources committee, and how members reacted to the 20% increase in temporary staff;
13. Clarification of figure 7 in terms of how many agency staff were deployed to officer roles;
14. Whether and if so how many examples there have been of police terminating the contract of a retired then rehired officer because he or she refused to co-operate with the ombudsman's office;
15. Whether and if so how many examples there have been of retired and rehired officers in HET alerting the PSNI that they are involved in a case in which they have a conflict of interest;
16. A copy of the correspondence between NIPSA and the director of human resources about members of police staff wishing to bring information before the Policing Board about the rehiring of retired officers;
17. Whether a retired police officer could return and, with his public sector pension and new public sector salary earn more than when he was employed as a police officer, and if so how many returning officers fell into this category and by how much did their combined pension and new pay exceed their previous police salary;
18. Whether any officers who retired under Patten, declaring themselves fit for work, subsequently received an Injury on Duty award; if so, how many of those receiving severance and an award returned as agency staff; and whether any of those staff have had their award reduced as a result of returning to work for PSNI;
19. Viz case study F, how many former police officers have been re-employed as consultants over the last 10 years; how their new rates of pay were set and how they compared to their previous rates; and what procedures for skills transfer from consultants to in-house staff are in place in the PSNI;
20. Your assessment, with the benefit of hindsight, of the Department's management of the transitional process.

I would be grateful if you could provide a co-ordinated response by 2 November.

Yours sincerely,

Michaela Boyle
Chairperson
Public Accounts Committee

Chairperson's Letter of 22 October 2012 to Ms Fiona Hamill

Public Accounts Committee

Fiona Hamill
Treasury Officer of Accounts

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX

Tel: (028) 9052 1208

Fax: (028) 9052 0366

E: pac.committee@niassembly.gov.uk

aoibhinn.treanor@niassembly.gov.uk

22 October 2012

Dear Fiona,

PAC Inquiry into PSNI use of Agency Staff

At its evidence session in this inquiry the Committee was interested in your work on ensuring that individuals in the public sector do not avail of reduced tax liability by setting up their pay arrangements via limited companies.

I would be grateful if you could share with the Committee your progress report on this work when your survey has completed in November.

Yours sincerely,



Michaela Boyle
Chairperson
Public Accounts Committee

Correspondence of 5 November 2012 from Mr Nick Perry

**From the Permanent Secretary
Nick Perry**

Aoibhinn Treanor
Clerk to the Public Accounts Committee
Room 371, Parliament Buildings
Ballymiscaw
BELFAST BT4 3XX

Rm B5.10, Castle Buildings
Stormont Estate
BELFAST BT4 3SG

Tel: 028 9052 2992
email: nick.perry@dojni.x.gsi.gov.uk

Your reference
Our reference NP277-12; 12/433544

Date 5 November 2012

Dear Aoibhinn,

PAC Inquiry Into PSNI Use Of Agency Staff

In the Chair of the PAC's letter to me of 19 October she requested further information following on from 10 October's evidence session on the use of agency staff. My colleagues have collated a response on behalf of PSNI and the NI Policing Board.

Responses to the follow-up information requested are attached in Annex A. There are also a number of separate attachments, referred to in the body of Annex A:

- presentations referred to in response number 2; and
- Appendices 1 to 12. These have not been received from PSNI due to technical issues. I will send these through as soon as I receive them.

In the case of two questions, 13 and 18, further information is still awaited, and this will be forwarded to the Committee as soon as possible.

I hope the Committee finds the attached information useful. If any further information is required, please do not hesitate to contact me. I have also copied this letter to the Chief Constable and Chief Executive of the Policing Board.

Yours sincerely,



N P Perry

Follow up information requested	Response
<p>1. The breakdown by gender of those rehired, and any other gender analysis information you hold for agency staff;</p>	<p>Within the available time, it is not practicable to give the gender breakdown from 2002 to 2012. Grafton has informed me that for the period from 1 January 2007, there were 1937 appointments of which 1335 were male and 602 female.</p> <p>For the purpose of access to PSNI IT Systems, PSNI holds basic information on Associate staff which includes gender. As at 01/10/12, there were 365 Associate Staff - 302 Male, 63 Female.</p> <p>The PSNI does not undertake any routine analysis on the gender of temporary workers.</p>
<p>2. The presentation referred to by Ms Gillespie given by Grafton to the human resources Committee of the Policing Board on staff selection and efforts to advertise, and the date on which this presentation was made;</p>	<p>The Board advises that three briefings were provided by Grafton to Human Resources Committee on 27 January 2006, 13 September 2006 and 9 October 2008. These presentations are attached.</p> <p>The PSNI advises that there was a sequence of presentations given by Grafton to the NIPB's HR Committee. They started in 2006 and continued until 2009 when the Board stopped requesting them. (A copy of the presentation given on 27 January 2006 is attached –Appendix 1)</p> <p>Any information provided to the Board from 2002 to 2006 was primarily around the delivery of the 50:50 arrangements for police staff as a result of specific enquiries. There was no apparent focus on the generality of services delivered by Grafton. Periodic questions were asked about the temporary worker arrangements and responded to via the Board officials.</p>
<p>3. A list of the respective Chairpersons and members of the Policing Board's human resources and resources and improvements Committees in 2004-05;</p>	<p>NIPB Human Resources Committee Chairs and Members in 2004/2005</p> <p>Mrs P McCabe – Chairman Mr Alan McFarland (up to 2nd June 2004) – Vice Chairman Viscount Brookeborough (from 3 June 2004) Mr S Foster Mr B Gilligan Mr W Hay Mr E McGrady Mrs R Moore</p> <p>NIPB Resources and Improvement Committee Chairs and Members in 2004/2005</p> <p>Please note that the Resources and Improvement Committee was called the Finance and General Purposes Committee in 2004/2005.</p> <p>Mr S Wilson – Chairman Mr B Gilligan – Vice Chairman Mr A Attwood Viscount Brookeborough (up to 2nd June 04) Mr F Cobain Mr A McFarland (from 3rd June 04) Mrs R Moore</p>

Follow up information requested	Response
<p>4. What the terms of contract with Grafton were and in particular whether they contained the terms re handling and analysis of equal opportunity monitoring information quoted from the tender specification by Mr Pollock at the session; and where the contractual onus lay for channeling this to the Chief Constable;</p>	<p>The specification in 2002, and subsequently in 2007, stipulated that the agent's proposal must be fully compliant with all employment legislation in Northern Ireland. Both specifications are attached for information. They also stated that the agent was to handle the issuing and receiving of all job application forms and equal opportunity monitoring forms. Analysis of equal opportunity data was to be the responsibility of the agent. Police Service of Northern Ireland Equality and Diversity Unit was to be provided with all relevant information for Fair Employment monitoring purposes.</p> <p>It is important to note however that the sharing of equality monitoring data with the Equality & Diversity Unit was for the purpose of the permanent recruitment process. The temporary workers remained contracted by the Recruitment agent. Therefore the PSNI had no requirement to monitor the data for these temporary workers. Equality Commission monitoring guidance states that <i>"...temporary staff who are placed with an organisation by a recruitment agency, and who remain the actual employees of that agency, do not need to be monitored by the organisation. Instead, they should be monitored by their own employer, i.e. the recruitment agency..."</i>.</p> <p>In addition to this the Quality Management System for the Recruitment of Temporary Workers agreed with Grafton as part of their Performance Indicators stated that all applicants would be treated fairly in accordance with Grafton Recruitment PSNI Temporary Account Team's Equal Opportunity Policy. The performance indicators were the subject of a second party audit by SGS Ltd as part of the terms of the contract. These audit reports were shared with the PSNI to assist in ensuring compliance with all aspects of the Quality Management System and contract performance.</p> <p>Following documents provided:-</p> <ul style="list-style-type: none"> • Invitation to tender for the recruitment and selection of police staff and the provision of temporary staffing services for the Police Service of Northern Ireland document provided (Appendix 2) • Invitation to tender for the recruitment and selection of police support staff for the Police Service of Northern Ireland (Appendix 3)
<p>5. A copy of the blank application form for temporary staff with certain skills and abilities which local commanders used to make a business case for personnel from Grafton and a sample business case;</p>	<p>The following documents are provided:-</p> <ul style="list-style-type: none"> • copy of the blank application form is attached together with a local business case – current process (appropriately redacted) (Appendix 4) • copy of application of (temporary worker contracts) / (ftc) for (department/district) – current process (Appendix 5) • copy of business case template for proposal to engage an external resource – former process (Appendix 6) • copy of Termination of Temporary Personnel – former process (Appendix 7)

Follow up information requested	Response
<p>6. Whether Grafton played any role, and if so in what way, in assessing how job evaluation and rates of pay should be equated;</p>	<p>Grafton have been used for both recruitment processes and on occasion when the Job Evaluation (JE) Unit could not deal with the demand. However, since 2008 the JE Unit has had responsibility for the grading of roles and Grafton had no specific responsibility other than providing assistance as described below.</p> <p>When brought in to assist, Grafton's contribution to the JE process - as directed by JE Manager – is to interview the role holder, followed by drafting of the Job Description (JD). All of this was under the oversight of the JE Manager. Before local management are asked to finally agree the JD it is quality assured by JE Manager to ensure that it is up to requisite standard, consistent with agreed PSNI grading standards. If there are any doubts on the research, Grafton would be asked at this point for further information and/or clarification on points in the JD. An example might be to seek more evidence if the qualification and/or experience requirements included in the JD seem excessive.</p> <p>When the JE Manager is content with the JD it is scored on the computerised Job Evaluation and Grading system (JEGS) which sets the grading level. Grafton does not have access to JEGS which is only available to licensed practitioners. (PSNI pays for a licence each year through DFP) When scoring the JD the JE Manager will discuss with the Grafton person involved, however the decision on the scoring of each of the 44 parts is taken by PSNI's JE Manager.</p> <p>After that the outcome with grade is advised to local HoHR and management.</p> <p>All JDs are subject to quality assurance by the Head of Reward, Relations and Evaluation, who is also formally trained. They are also passed to the Departmental Secretary of NIPSA, who is also formally trained for review. All JDs are submitted for further formal review to the JE Panel chaired by the Deputy Director of Human Resources (DDHR), with membership of Head of R R & E, Head of JE Unit, NIPSA/UNITE, local HR Managers, and others if deemed appropriate.</p> <p>Many JDs, especially new roles are subject to re-review after 12-18 months in operation, as good practice.</p> <p>All roles, including those held by temporary workers, are equally subject to the same JE process where considered necessary. The guidance issued to local management in 2009 is attached.</p> <p>PSNI Reward Guidance (Appendix 8) Job Evaluation Flow-chart provided (Appendix 9)</p>
<p>7. A breakdown by district and by branches of the requests for temporary staff made locally;</p>	<p>Table attached (Appendix 10)</p>

Follow up information requested	Response																												
8. Confirmation of whether whistleblowers contacted the PSNI, in particular the professional standards department, with allegations of headhunting of former officers for temporary jobs;	PSNI are not aware of any referrals, made by way of whistleblower, regarding allegations of headhunting of former officers for temporary jobs.																												
9. Further, confirmation that the recruitment manager was a full-time non-uniformed human resources manager;	The Recruitment Manager was a full-time non-uniformed human resources manager.																												
10. Confirmation of numbers of uniformed officers in HR related training, and other HR and finance roles;	<table border="1" data-bbox="791 573 1391 1211"> <thead> <tr> <th data-bbox="791 573 975 627">Dept/District</th> <th data-bbox="975 573 1302 627">Unit</th> <th data-bbox="1302 573 1391 627">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="791 627 975 772" rowspan="2">Districts</td> <td data-bbox="975 627 1302 689">District Training</td> <td data-bbox="1302 627 1391 689">22</td> </tr> <tr> <td data-bbox="975 689 1302 772">Professional Development Units</td> <td data-bbox="1302 689 1391 772">2</td> </tr> <tr> <td colspan="2" data-bbox="791 772 1302 826">Districts Total</td> <td data-bbox="1302 772 1391 826">24</td> </tr> <tr> <td data-bbox="791 826 975 972" rowspan="2">Human Resources Department</td> <td data-bbox="975 826 1302 909">Human Resources Departmental Staff</td> <td data-bbox="1302 826 1391 909">1</td> </tr> <tr> <td data-bbox="975 909 1302 972">Police College</td> <td data-bbox="1302 909 1391 972">152</td> </tr> <tr> <td colspan="2" data-bbox="791 972 1302 1025">Human Resources Department Total</td> <td data-bbox="1302 972 1391 1025">153</td> </tr> <tr> <td data-bbox="791 1025 975 1108">Ops Support Department</td> <td data-bbox="975 1025 1302 1108">Operational Training</td> <td data-bbox="1302 1025 1391 1108">4</td> </tr> <tr> <td colspan="2" data-bbox="791 1108 1302 1162">Ops Support Department Total</td> <td data-bbox="1302 1108 1391 1162">4</td> </tr> <tr> <td colspan="2" data-bbox="791 1162 1302 1211">Grand Total</td> <td data-bbox="1302 1162 1391 1211">181</td> </tr> </tbody> </table>	Dept/District	Unit	Total	Districts	District Training	22	Professional Development Units	2	Districts Total		24	Human Resources Department	Human Resources Departmental Staff	1	Police College	152	Human Resources Department Total		153	Ops Support Department	Operational Training	4	Ops Support Department Total		4	Grand Total		181
Dept/District	Unit	Total																											
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Grand Total		181																											
11. Whether the Policing Board received a copy of the November 2007 Workforce Strategy Report, whether it was dealt with by the full board or the human resources committee, and how members reacted to the 20% increase in temporary staff;	<p>The PSNI advises that the 2007 Workforce Strategy was never formally endorsed. The NIAO have quoted from a draft which was out for consultation. It was issued to key stakeholders, including the NIPB, the NIO, and the Trade Union Side as well within the PSNI. It was subsequently significantly revised and adopted as the People Strategy.</p> <p>The Strategy was produced under the auspices of the 'Links' Project. The Board's Deputy Chief Executive represented the Board on the Steering Group as well as being involved in other discussions with the Project Team and the NIO.</p> <p>The Board can confirm that it received the 2005-2008 PSNI Human Resources Planning Strategy and that the strategy and monitoring of the strategy was dealt with by the Human Resources Committee There is no record of Members having knowledge of a 20% increase in temporary staff in November 2007.</p>																												
12. Clarification of figure 7 in terms of how many agency staff were deployed to officer roles;	Further time is required to consult with local management in order to prepare this response.																												

Follow up information requested	Response								
<p>13. Whether and if so how many examples there have been of police terminating the contract of a retired then rehired officer because he or she refused to co-operate with the ombudsman's office;</p>	<p>All temporary workers are required to sign a declaration of confidentiality which includes an acceptance to work with the Police Ombudsman if required. (Copy attached).</p> <p>There have been no examples of any former officers refusing to co-operate with the Police Ombudsman's office.</p>								
<p>14. Whether and if so how many examples there have been of retired and rehired officers in HET alerting the PSNI that they are involved in a case in which they have a conflict of interest;</p>	<p>HET does not currently keep data in this format. HET policy is non-specific and before HET Senior Management allocates any case for review to an SIO, they ensure that anyone involved in the review had no previous investigative role in the case.</p> <p>It is, however, one of HET's core review principles that they try and engage with original case officers to assist with reviews which include HET staff where appropriate. It should be stressed that HET does not investigate police officers.</p> <p>HET investigative staff remove themselves from investigations for a number of reasons:-</p> <ul style="list-style-type: none"> • Involvement in original investigation • Previous duty in the area of incident • Family members close friends • Previously involved in investigations relating to other family members • Previously involved in case review • Previous involvement as a Press Officer to the original incident (exact number not known) • Not involved in original investigation but detailed knowledge of case. <p>Number of known occasions where HET members have removed themselves from investigations:-</p> <table border="1" data-bbox="794 1294 1388 1503"> <thead> <tr> <th data-bbox="794 1294 1177 1346">Role</th> <th data-bbox="1185 1294 1388 1346">Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="794 1357 1177 1395">Senior Investigating Officer</td> <td data-bbox="1185 1357 1388 1395">8</td> </tr> <tr> <td data-bbox="794 1406 1177 1444">Investigating Officer</td> <td data-bbox="1185 1406 1388 1444">5</td> </tr> <tr> <td data-bbox="794 1456 1177 1494">Total</td> <td data-bbox="1185 1456 1388 1494">13</td> </tr> </tbody> </table> <p>HET has not yet reached the era on the chronological list where some of the HET investigative staff would have been in charge of an investigation or would have played a role in the management of the enquiry. However, that will likely change as the HET's work reaches the late 1980s and definitely will impact in the 1990s cases. Each case will continue to be assessed individually to ensure there are no conflicts of interest.</p>	Role	Number	Senior Investigating Officer	8	Investigating Officer	5	Total	13
Role	Number								
Senior Investigating Officer	8								
Investigating Officer	5								
Total	13								
<p>15. A copy of the correspondence between NIPSA and the director of human resources about members of police staff wishing to bring information before the Policing Board about the rehiring of retired officers;</p>	<p>The matter to which it is believed the committee refers has been examined by the Policing Board. Attached (Appendix 12) is correspondence between the Chair of the Policing Board and the Chief Constable which details the outcome.</p>								

Follow up information requested	Response												
<p>16. Whether a retired police officer could return and, with his public sector pension and new public sector salary earn more than when he was employed as a police officer, and if so how many returning officers fell into this category and by how much did their combined pension and new pay exceed their previous police salary;</p>	<p>A retired Police Officer could return as a Police staff employee and earn more than when they were when employed as an officer. Using the current Police staff payroll and the current PSNI pensioner listings a data matching exercise has shown 58 current Police staff who are also in receipt of a Police pension, see attached. Of these 55 are earning more than their final Police salary, table shows a summary of banded figures. It should be noted that no figures have been adjusted to take into account inflation or equivalent pay on today's pay scales.</p> <p>Numbers by pay band are:-</p> <table border="1" data-bbox="791 629 1391 1021"> <thead> <tr> <th data-bbox="791 629 1171 712">Additional Income Bands £</th> <th data-bbox="1171 629 1391 712">Total Numbers</th> </tr> </thead> <tbody> <tr> <td data-bbox="791 712 1171 775">0 - 5,000</td> <td data-bbox="1171 712 1391 775">8</td> </tr> <tr> <td data-bbox="791 775 1171 837">5,001 - 10,000</td> <td data-bbox="1171 775 1391 837">21</td> </tr> <tr> <td data-bbox="791 837 1171 900">10,001 - 20,000</td> <td data-bbox="1171 837 1391 900">24</td> </tr> <tr> <td data-bbox="791 900 1171 963">20,000 - 30,000</td> <td data-bbox="1171 900 1391 963">1</td> </tr> <tr> <td data-bbox="791 963 1171 1021">> 30,000</td> <td data-bbox="1171 963 1391 1021">1</td> </tr> </tbody> </table>	Additional Income Bands £	Total Numbers	0 - 5,000	8	5,001 - 10,000	21	10,001 - 20,000	24	20,000 - 30,000	1	> 30,000	1
Additional Income Bands £	Total Numbers												
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5,001 - 10,000	21												
10,001 - 20,000	24												
20,000 - 30,000	1												
> 30,000	1												
<p>17. Whether any officers who retired under Patten, declaring themselves fit for work, subsequently received an Injury on Duty award; if so, how many of those receiving severance and an award returned as agency staff; and whether any of those staff have had their award reduced as a result of returning to work for PSNI;</p>	<p>Further information is awaited.</p>												

Follow up information requested	Response																														
<p>18. Viz case study F, how many former police officers have been re-employed as consultants over the last 10 years; how their new rates of pay were set and how they compared to their previous rates; and what procedures for skills transfer from consultants to in-house staff are in place in the PSNI;</p>	<p>From records held it is approximated that eight officers have been re-employed as consultants in the period from 2005/6, however as previously noted by HR this cannot be fully verified from our records.</p> <p>The table below shows redacted details of the members and their final salary details. Consultancy rates are not centrally available in the time frame as rates are set locally – details to follow.</p> <table border="1" data-bbox="791 501 1393 1055"> <thead> <tr> <th data-bbox="791 501 991 584">Name</th> <th data-bbox="999 501 1190 584">Previous PSNI Salary £</th> <th data-bbox="1198 501 1393 584">Daily Rate £</th> </tr> </thead> <tbody> <tr> <td data-bbox="791 595 991 636">Employee 1</td> <td data-bbox="999 595 1190 636">35,991</td> <td data-bbox="1198 595 1393 636">150</td> </tr> <tr> <td data-bbox="791 647 991 687">Employee 2</td> <td data-bbox="999 647 1190 687">68,274</td> <td data-bbox="1198 647 1393 687">284</td> </tr> <tr> <td data-bbox="791 698 991 739">Employee 3</td> <td data-bbox="999 698 1190 739">48,705</td> <td data-bbox="1198 698 1393 739">203</td> </tr> <tr> <td data-bbox="791 750 991 790">Employee 4</td> <td data-bbox="999 750 1190 790">28,905</td> <td data-bbox="1198 750 1393 790">120</td> </tr> <tr> <td data-bbox="791 801 991 842">Employee 5</td> <td data-bbox="999 801 1190 842">45,909</td> <td data-bbox="1198 801 1393 842">191</td> </tr> <tr> <td data-bbox="791 853 991 893">Employee 6</td> <td data-bbox="999 853 1190 893">92,829</td> <td data-bbox="1198 853 1393 893">412</td> </tr> <tr> <td data-bbox="791 904 991 945">Employee 7</td> <td data-bbox="999 904 1190 945">55,581</td> <td data-bbox="1198 904 1393 945">232</td> </tr> <tr> <td data-bbox="791 956 991 996">Employee 8</td> <td data-bbox="999 956 1190 996">47,286</td> <td data-bbox="1198 956 1393 996">197</td> </tr> <tr> <td data-bbox="791 1008 991 1048">Employee 9</td> <td data-bbox="999 1008 1190 1048">60,060</td> <td data-bbox="1198 1008 1393 1048">250</td> </tr> </tbody> </table> <p>All new consultancy engagements conform to the DFP guidance and must show how skill transfers will be undertaken or provide a rationale for why this cannot happen when evaluating the use of a consultant. A proforma business case has been provided (Appendix 11).</p>	Name	Previous PSNI Salary £	Daily Rate £	Employee 1	35,991	150	Employee 2	68,274	284	Employee 3	48,705	203	Employee 4	28,905	120	Employee 5	45,909	191	Employee 6	92,829	412	Employee 7	55,581	232	Employee 8	47,286	197	Employee 9	60,060	250
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<p>19. Your assessment, with the benefit of hindsight, of the Department's management of the transitional process.</p>	<p>The NIO was responsible for management of the transitional process. It took forward the legislative change needed to implement Patten recommendations, negotiated the severance terms and established a team to manage the process.</p> <p>An independent Oversight Commissioner was appointed to provide an external view of the level of implementation. The establishment of the Policing Board was a further critical measure and, taken together with internal and external audit and the Audit and Risk Committee within PSNI, constituted the assurance framework on which the then Permanent Secretary relied.</p> <p>While it is clear that there were aspects which could have been better dealt with in respect specifically of the appointment and use of agency staff, taken as a whole, implementation of the most major policing reform agenda in these islands represents a successful outcome.</p>																														


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Overview of the Provision of Recruitment and Selection of Police Staff to PSNI

Prepared for NIPB

October 2008




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Background

- Initially awarded contract in 2002, re-awarded in 2008
- Contract scope:
 - Management of approx 30-50 permanent campaigns a year dependent on PSNI requirements
 - Provision of professional and expert resourcing solutions
 - Capacity to manage a range of roles at varying levels
 - Management of advertising, applicant management, coordination of selection, scheduling of medicals and establishment of merit pool




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Evolving Service Delivery

- Management of in excess of 60 campaigns in 1 year, in excess of 247 over the course of the contract
- Attendance at Careers Fairs and assistance with Outreach programmes
- Design and development of assessment exercises
- Management of all Police Staff campaigns up to Grade 5
- Provision of all temporary workers as a Master Vendor agent
- Sponsorship of key PSNI events

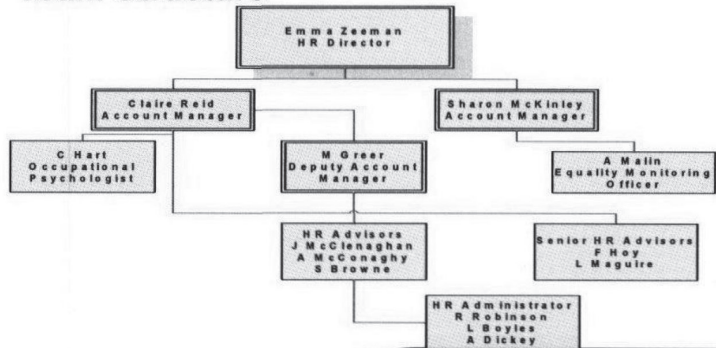


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Team Structure



```

    graph TD
      Emma[Emma Zeeman  
HR Director] --> Claire[Claire Reid  
Account Manager]
      Emma --> Sharon[Sharon McKinley  
Account Manager]
      Claire --> C[C Hart  
Occupational Psychologist]
      Claire --> M[M Greer  
Deputy Account Manager]
      Sharon --> A[A Malin  
Equality Monitoring Officer]
      M --> HR[HR Advisers  
J McClenaghan  
A McCenaghy  
S Browne]
      M --> Senior[Senior HR Advisers  
F Hoy  
L Maguire]
      HR --> Admin[HR Administrator  
R Robinson  
L Boyles  
A Dickey]
    
```

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Permanent Recruitment


- Campaigns advertised and managed over the contract terms 2002 -2008



2002	2003	2004	2005	2006	2007	2008*
12	24	37	62	65	34	13

* Jan – August completed campaigns

- 50/50 Campaigns

2002	2003	2004	2005	2006	2007	2008
3	5	4	8	4	4	1



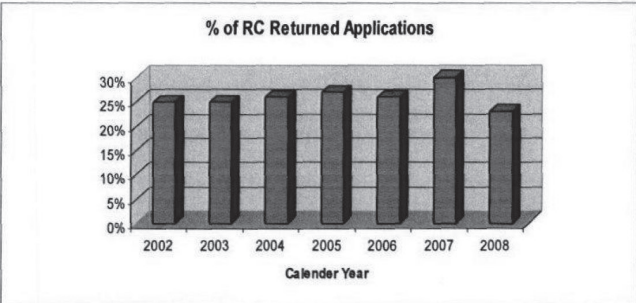






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Permanent Recruitment

% of RC Returned Applications

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The Support Team Brand – Grafton Recruitment

work + achievement

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ICT Trainers
Salary: £19,592-£25,574 plus attractive benefits

Ref: 086779807
Successful candidates throughout, through thought and action (customer)

Do you have experience as a training role, where the primary function is IT training delivery?
We're looking for ICT Trainers who will be responsible for training police officers of various levels employed in the use of IT applications and related systems.

Free on at the forefront of technology and the ICT Trainers will design and deliver your bid

grafton recruitment
0845 3666 699

www.thesupportteam.org

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Support Team Brand – Spengler Fox

Technical Design Authority

Ref: 086779807
Successful candidates throughout, through thought and action (customer)

Do you have experience as a training role, where the primary function is IT training delivery?
We're looking for ICT Trainers who will be responsible for training police officers of various levels employed in the use of IT applications and related systems.

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YOUR DOMAIN?

A team leader with excellent people communication skills and take on the everyday challenges.

Do you have experience as a training role, where the primary function is IT training delivery?
We're looking for ICT Trainers who will be responsible for training police officers of various levels employed in the use of IT applications and related systems.

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Future Developments

- Research into the perception of The Support Team brand
- Re-ignition strategy
- Revamp of The Support Team website
- Amris – launch in October / November




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Questions




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Policing Board Review

13th September 2006



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Aim

To provide an overview of the services provided by Grafton Recruitment in the recruitment and selection of support staff for the PSNI

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23/10/2012

work → fulfilment

Agenda

1. about Grafton Recruitment
2. overview of civilian contract success to date
3. provision of services for recruitment of permanent staff and assignment of temps

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work → fulfilment

Grafton – a brief history

- ✓ established in Dublin in 1984
- ✓ grown from single office to 16 countries employing 500 employees
17 offices in NI & 12 in ROI
- ✓ core business is supply of temporary and permanent labour to clients
- ✓ diversification into other markets
 - ✓ professional appointments - Blueprint
 - ✓ executive search and selection – Spengler Fox
 - ✓ human resource consultancy
 - ✓ business improvement consultancy
 - ✓ outsourced payroll administration
- ✓ outsourced and managed contracts on a sole supplier basis e.g. PSNI

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PSNI managed contract

- ✓ Patten report recommended 'recruitment should be done by human resources professionals' and 'the police should contract out the recruitment of both police officers and civilians into the police service'.
- ✓ Grafton have been responsible for recruitment of all support staff for PSNI since June 2002
- ✓ originally contracted to manage 28 campaigns a year
- ✓ since sept 2002 – 170 permanent campaigns – over 41,000 requests for information
- ✓ currently supply approximately 600 temporary staff per week to all DCUs on a master vendor basis

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Statutory context

- ✓ 50-50 recruitment (where 6 or more vacancies are applied)
- ✓ 22 campaigns to date have been recruited on a 50-50 basis
- ✓ independent community observers ensure confidence and credibility of recruitment and selection processes
- ✓ Internal scrutiny by SGS UK and Whitewater consulting contributes to fairness and objectivity measures

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Contract performance

	2002	2003	2004	2005	YTD 2006	Total
Applications requested	1872	11639	4167	14380	9649	41707
Applications returned	894	4459	1498	6450	5347	18648
Merit Pool	108	421	253	883	228	1893
Campaigns per year	12	24	37	62	42	177

- ✓ 25% of applicants applying for PSNI support jobs perceive themselves as being from Roman catholic communities
- ✓ Online application facility has seen an overall increase in applications - approximately 60%

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Contract performance

2006 highlights (campaigns past shortlisting)

- ✓ 32 campaigns
- ✓ 9269 requests for information
- ✓ 5157 applications returned
- ✓ 4272 candidates shortlisted

Major Campaigns 2006

Job title	50/50	Requests	Returns	Short listed	Merit Pool
Trainee Police Analyst	N	2657	1537	1230	12
Station Enquiry Assisstant	Y	1816	842	710	100
Firearms Enquiry Officer	Y	1671	920	996	105
Fingerprint Assistant	N	1503	1092	1008	11
Totals		7647	4391	3944	228
% of total campaigns		79%	82%	92%	75%

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work + fulfilment **Campaign advertising**

previous advertising campaign evolution

think:

Personnel Officers Exciting Opportunity - Make a Difference

Administrative Officers

future

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work + fulfilment **Campaign advertising**

new campaign advertising matches updated visuals to appropriate work + statements for each specific role

work + variety	Variety
work + accomplishment	Accomplishment
work + achievement	Achievement
work + contribution	Contribution
work + development	Development
work + opportunity	Opportunity
work + partnership	Partnership
work + recognition	Recognition
work + responsibility	Responsibility
work + satisfaction	Satisfaction

work + responsibility **the SUPPORT TEAM**

Stores Staff

Salary: £12,295 - £14,676 plus attractive benefits

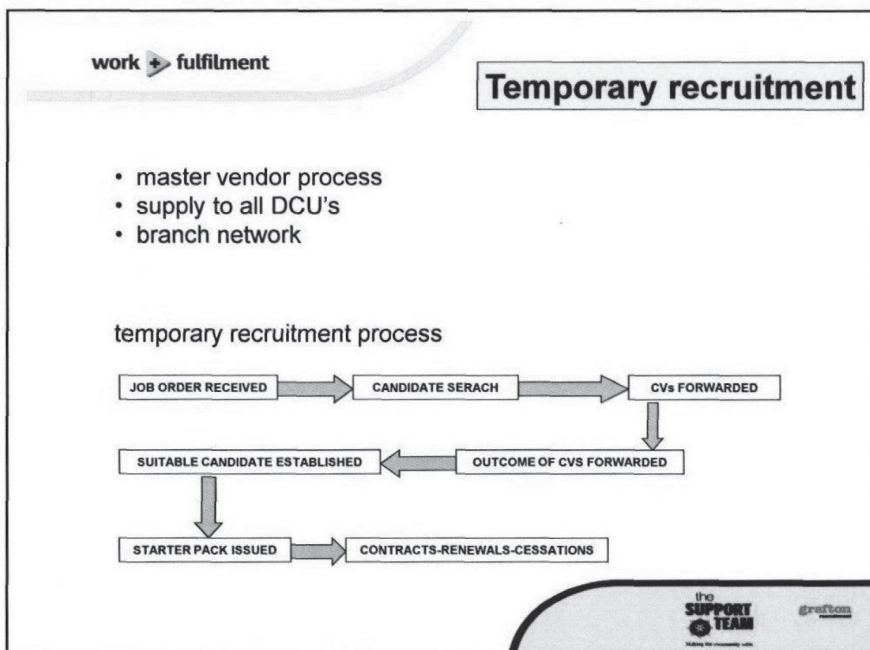
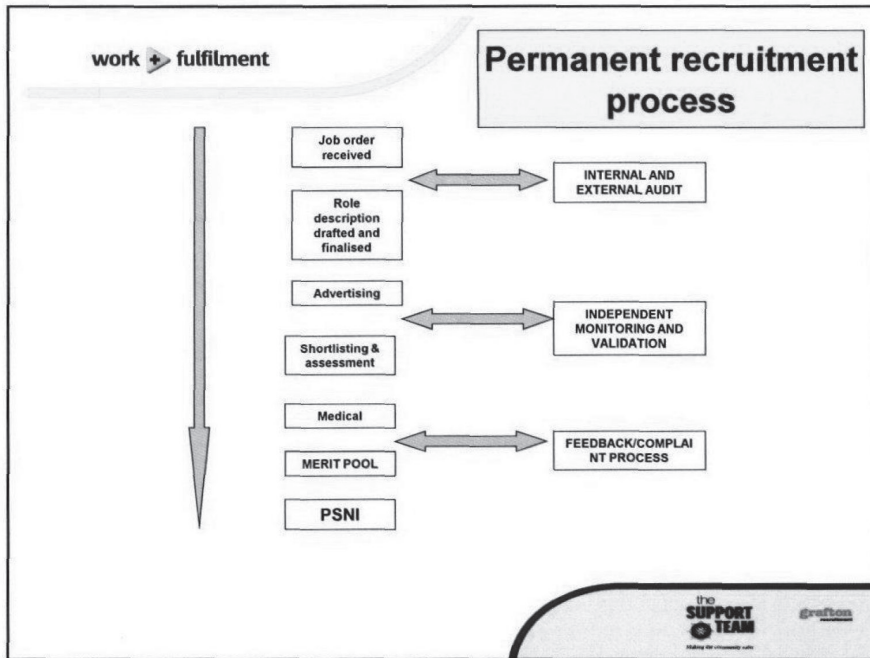
Ready for a move?

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Additional services


- ✓ Personal Development Plans (PDPs)
- ✓ Job Evaluation and Grading (JEGS)
- ✓ HR consultancy
- ✓ Business Improvement consultancy
- ✓ Role players – 150 registered: average 20 weekly
- ✓ Diversity facilitators

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Questions

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Recruitment and selection of support staff

Policing Board
27th Jan 06
Emma Zeeman, HR Account Director
Grafton Recruitment

- Human Resources
- Operational Support
- Information Technology
- Training
- Education & Development
- Finance
- Media & Public Relations
- Occupational Health & Welfare
- Telecommunications
- Administrative Support

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Aim

To provide an overview of the services provided by Grafton Recruitment in the recruitment and selection of support staff to the PSNI

- Human Resources
- Operational Support
- Information Technology
- Training
- Education & Development
- Finance
- Media & Public Relations
- Occupational Health & Welfare
- Telecommunications
- Administrative Support

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Agenda

- 1) Overview of civilian contract success to date
- 2) Provision of services for recruitment of permanent staff and assignment of temps

Human Resources
Operational Support
Information Technology
Training
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Permanent Campaign Management


Account statistics:

- Awarded June 02, commenced Sept 02
- 135 campaigns Sept 02 - Dec 05
- Of these campaigns 19 have been 50/50
- 26,907 requests
- 12,218 returns. 45% return rate
- 1618 candidates entered merit pools

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Occupational Health & Welfare
Telecommunications
Administrative Support

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Activity in 2005

- 62 campaigns, 8 50/50
- 14,380 requests
- 6,450 applicants (2,200 online)
- 883 persons in merit pool

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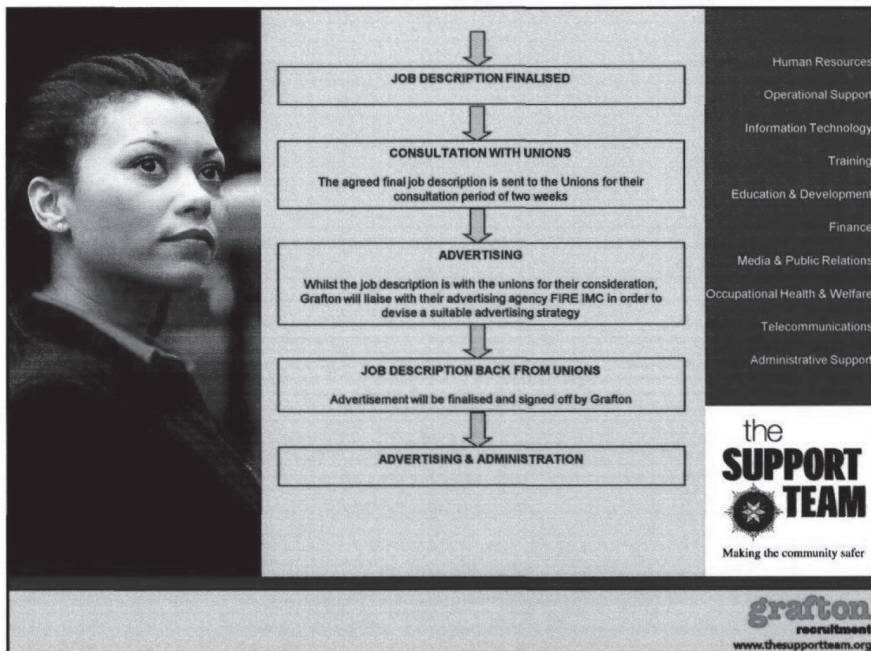
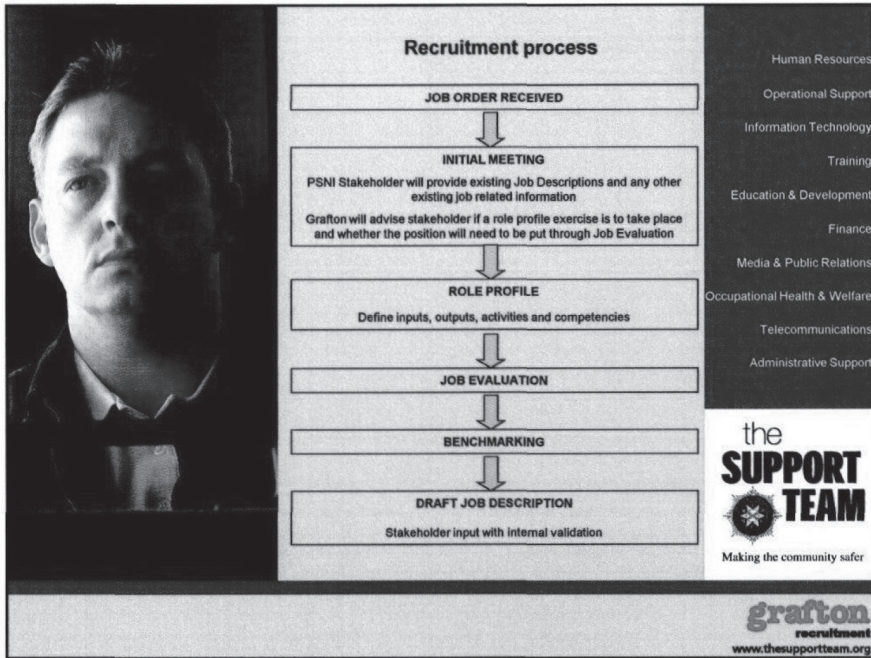
Contract Trends


	2002	2003	2004	2005
Application requests	1,872	11,639	4,167	14,380
Application returned	894	4,459	1,498	6,450
Merit pool	108	421	253	883
Campaigns advertised	12	24	37	62

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think:

The Police Service of Northern Ireland continues to grow and change, adopting a truly unique and progressive programme of civilianisation, decentralisation and district policing. We are looking for innovative, enthusiastic individuals who will play a key role in pioneering this change within District Command Units throughout Northern Ireland.

Personnel Officers (Locations throughout Northern Ireland)
Ref: GRPO0303 Salary: £15,512-£22,832 plus attractive benefits

Personnel Officers in each District Command Unit provide a localised personnel service including the provision of guidance and advice to management, serving officers and support staff on all employment related issues.

The successful candidates will have a minimum of 2 years' experience in a generalist personnel role within the last 5 years, be licitiate members of CPD and be computer literate.

The post holders must also possess a full current driving licence and a car available for business use or access to a form of transport for business use.

To request an application pack telephone **0845 3666 699** or visit www.grafton-group.com


Closing date 5pm on Friday 11th April 2003.

We are an Equal Opportunities employer


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 Finance
 Media & Public Relations
 Occupational Health & Welfare
 Telecommunications
 Administrative Support

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think about it  www.grafton-group.com

If you are interested contact Grafton on **0845 3666 699**



Make the right decision

Changing jobs can be stressful. Talk to Grafton about working for the Support Team, they will explain the benefits and tell you more about the team environment.

Administrative Officers

Ref: GRAC0205
Locations: Throughout Northern Ireland
Salary: £11,572-£15,091 plus attractive benefits

As a leading employer in Northern Ireland, PSNI have a number of vacancies available for Administrative Officers throughout the region.


You will provide first line clerical and administrative support and assist in the smooth running of office processes.

To apply you will need 6 GCSEs (grades A-C or equivalent) and be computer literate with word documents, spreadsheets and email.

(Candidates with disabilities are exempt from the qualification requirements and will be invited to testing.)

For full details on essential and desirable criteria relating to the post or to apply visit www.thesupportteam.org or contact 0845 3666 699 to request an application pack.

Closing date for return of completed application forms is 5pm on Monday 22nd July 2005.

0845 3666 699  www.thesupportteam.org

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future hold for you?

As a progressive and rapidly changing organisation the Police Service of Northern Ireland have provided significantly in their training, education and development provision for staff. They now wish to make two key appointments to further progress learning and development within the Service.

Head of Police College, Northern Ireland

with excellent benefits package

The Head of Police College will oversee all learning and development interventions offered by the Police College in support of over 12,000 regular and reserve staff. The successful candidate will develop, maintain and improve training, education and development strategies to meet operational needs and ensure public confidence in Policing.

This role is aimed at a high of considerable change as opportunities are made for the transfer of staff to other units for purposes of the role of an education and training facility which aims to be led in the future.

Reporting to the Director Human Resources, you will ensure that interventions contribute to the modernisation and cultural change programme of the Police Service by using your leadership current and future needs of internal and external stakeholders. You will deliver these in accordance with best practice quality assurance standards.

As a senior manager you will have at least 5 years' experience influencing learning, development or learning strategies and practices in a regular multi-disciplinary environment. To meet the challenges of this post, you will be expected to engage with senior management experience in learning, change initiatives, managing diverse groups of training professionals, managing budgets, working with internal and external partners, managing performance management and risk methodologies and learning driven learning approaches.

To discuss these roles or receive further details on essential and desirable criteria, please contact Spenglerfox on 028 9055 6020 or visit www.spenglerfox.com. Closing date for completed applications to Spn on 01 March 2025.

Our client is an Equal Opportunities employer.

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SPENGLERFOX

028 9055 6020

ASSESSMENT METHODOLOGY

Whilst the advertisement is live, Grafton and PSNI Stakeholder will meet in order to discuss and agree the assessment methodology

Grafton will develop interview questions in consultation with the PSNI Stakeholder assessment methodologies

All finalised assessment methodology will be validated by an Independent Occupational Psychologist

EQUALITY MONITORING

Data collation and reporting

SHORTLISTING

ASSESSMENT TRAINING

ASSESSMENTS / INTERVIEW

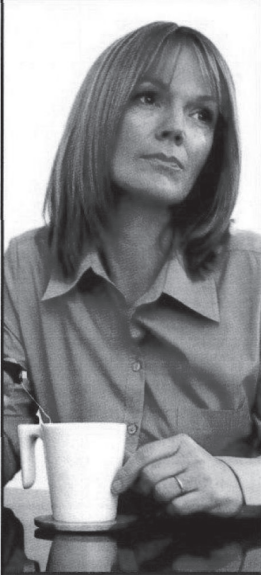
MEDICAL ASSESSMENT

Grafton will organise medical assessment for all successful candidates

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VERIFICATION OF QUALIFICATIONS/PROFESSIONAL MEMBERSHIP

↓

FINAL MERIT POOL ESTABLISHED AND FORWARDED TO PSNI RECRUITMENT BRANCH

↓

INDEPENDENT MONITORING AND VALIDATION

Independent Occupational Psychologist validate recruitment process and assessment to ensure methodology is fair/equitable/consistent and meets best practice

↓

INTERNAL AUDIT

An internal audit will also be carried out by Grafton in order to ensure compliance with Quality Management System (QMS)

↓

EXTERNAL AUDIT

An external audit will be carried out by SGS UK Ltd in order to ensure robustness of the recruitment process and ensure compliance with Quality Management System (QMS)

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Additional Services

- HR advice and expertise linked to resourcing projects and scoping studies
- PR/outreach
- Personal Development Plans (PDP's)
- Job Evaluation and Grading System (JEG's)
- New recruits survey

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SUITABLE CANDIDATE

Suitable candidate identified and security clearance initiated

Assignment offer made by Grafton

↓


STARTER PACK

Grafton supply each temporary worker with a Starter pack this includes:


- Cover letter with reporting details
- Letter for candidate to get security pass
- CAF form partially completed
- Terms of Engagement
- Starter information
- BAC's form
- P48
- Holiday Request form
- Timesheet Procedures
- Timesheets

Partially completed CAF form is emailed to Establishment & Structure, Pass Office and Personnel Manager. It is the Managers responsibility to ensure that candidates have a valid security pass and access to the complete system where necessary


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CONTRACTS/RENEWALS/CESSATIONS


Agency workers contracted for 3 months unless stated otherwise by PSNI. On completion of assignment Personnel Manager completes a renewal form if the candidate is required

If the candidate is no longer required the Personnel Manager must complete a cessations form and submit to Grafton in order to remove the candidate from Establishment and Structure records


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AUDITING

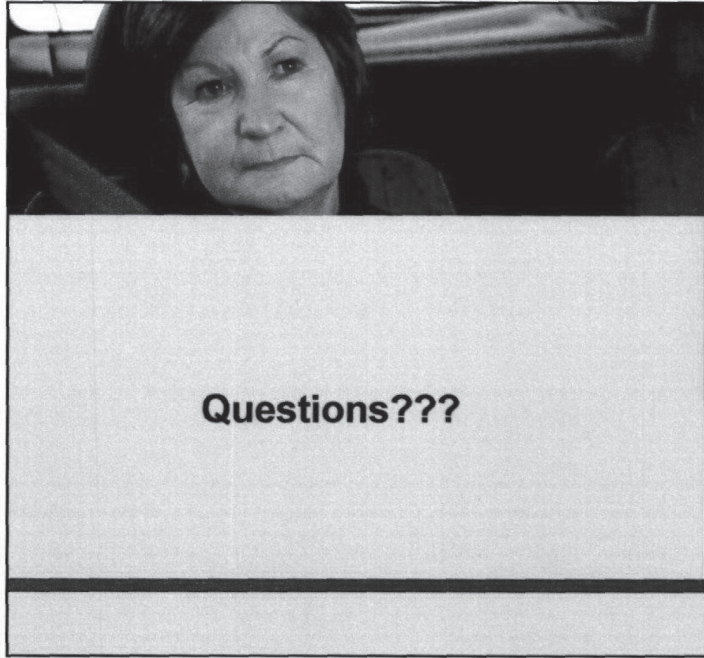
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Correspondence of 7 November 2012 from Mr Nick Perry

Saunders, Danielle

From: 07 November 2012 16:52
Sent: Treanor, Aoibhinn; +Comm. Pub.Accs. Public Email
To: fiona.hamill@dfpni.gov.uk;
Cc: samuel.pollock@policeombudsman.org
Subject: PAC Enquiry into PSNI use of Agency Staff
Attachments: Appendix 12 (6 11 12).TIF; Appendix 11 - Business Case Template for proposal to engage an external resource (6 11 12).TIF; Appendix 10 - Breakdown by district and branches of requests for temporary staff made locally (6 11 12).TIF; Appendix 9 - (6 11 12).TIF; Appendix 8 - PSNI Reward guidance - Setting of Temporary Workers Pay 2009 10 Financial Year (6 11 12).TIF; Appendix 7 - Termination of Temporary Personnel (6 11 12).TIF; Appendix 6 - Business Case Template for proposal to engage an external resource (6 11 12).TIF; Appendix 5 - Application of (Temporary Worker Contracts) - Details of Post (6 11 12).TIF; Appendix 4 - Application of (Temporary Worker Contracts) (FTC) for (Department District (5 11 12).TIF; Appendix 3 - Invitation to Tender - specification of requirements (5 11 12).TIF; Appendix 2 - Invitation to Tender - Specification of Requirements (5 11 12).TIF; Appendix 1 b w.TIF; Confidentiality Agreement FINAL (2).docx

Further to Nick's letter of 5 November, please find attached Appendices 1-12. In addition, the PSNI have also provided a copy of 'Confidentiality Agreement Final', relating to the attachment referred to in Question 14.


Please let Nick know if you need anything else.

*Colleen Patton
PS/Nick Perry*

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Recruitment and selection of support staff

Policing Board
27th Jan 06
Emma Zeeman, HR Account Director
Grafton Recruitment

Appendix 1
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Agenda

- 1) Overview of civilian contract success to date
- 2) Provision of services for recruitment of permanent staff
- 3) Provision of services for supply of temporary resources

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Permanent Campaign Management


Account statistics:

- Awarded June 02, commenced Sept 02
- 135 campaigns Sept 02 - Dec 05
- Of these campaigns 19 have been 50/50
- 26,907 requests
- 12,218 returns. 45% return rate
- 1618 candidates entered merit pools


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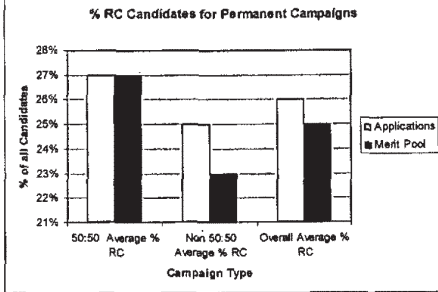
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% RC Candidates for Permanent Campaigns




Campaign Type	Applications (%)	Merit Pool (%)
50:50 RC	~27.5	~27.5
Average % RC	~25.5	~23.5
Non 50:50 Average % RC	~25.5	~23.5
Overall Average % RC	~25.5	~23.5


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Activity in 2005

- 62 campaigns, 8 50/50
- 14,380 requests
- 6,450 applicants (2,200 online), 24% RC
- 883 persons in merit pool, 24% RC

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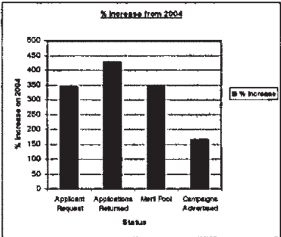
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% Increase from 2004

	2004	2005	% Increase
Application requests	4,167	14,380	345%
Applications returned	1,498	6,450	430%
Merit pool	253	883	349%
Campaigns advertised	37	62	167%

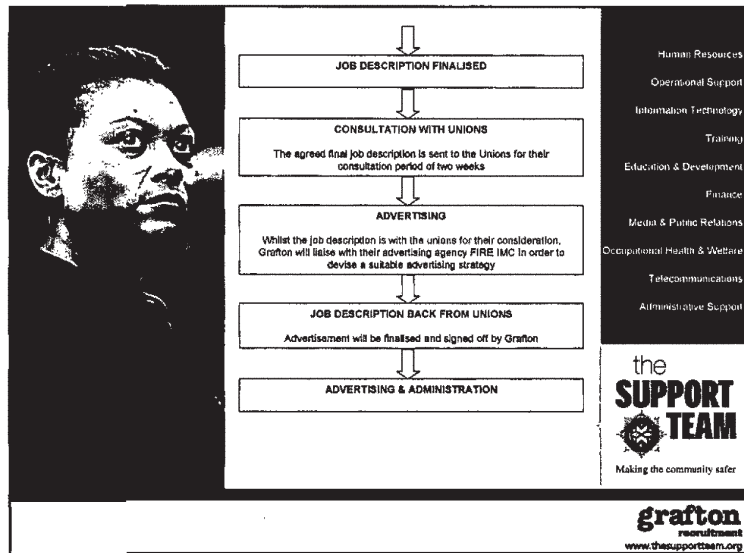
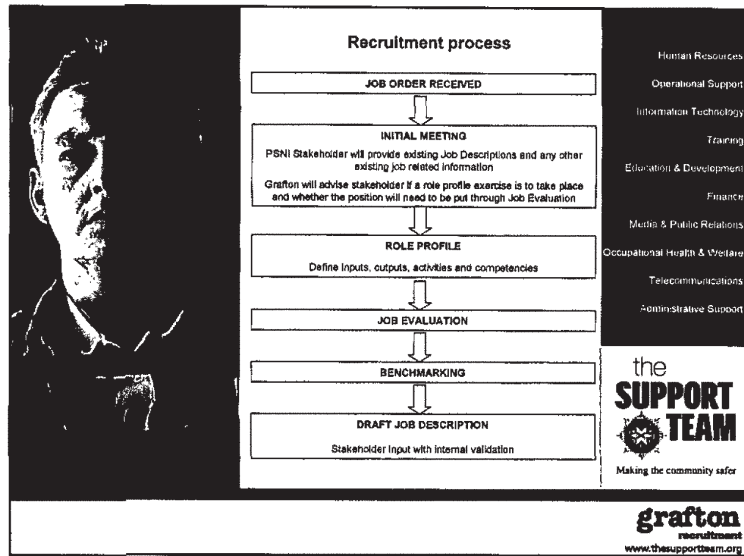


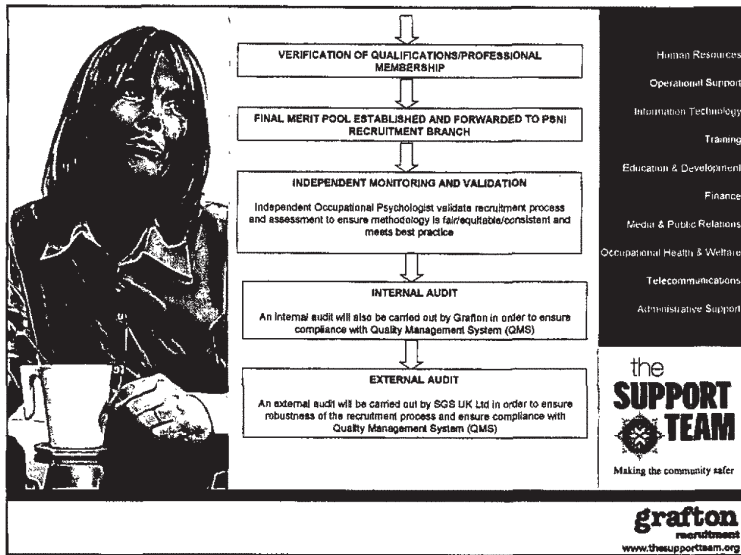
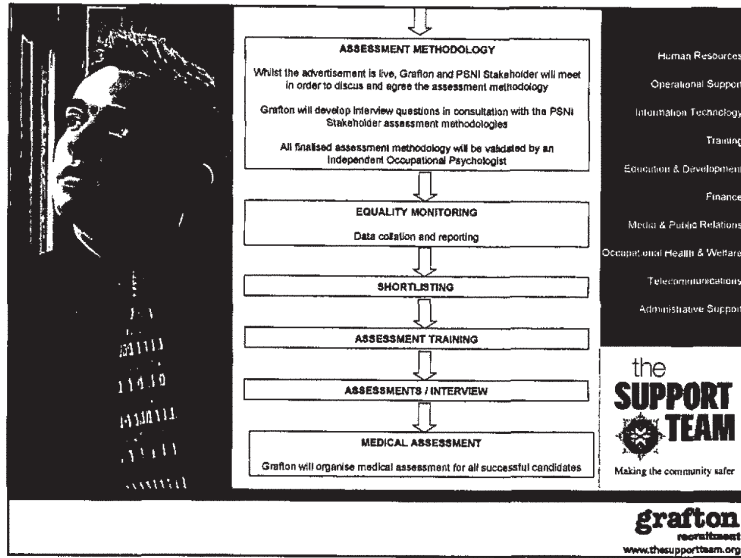
% Increase from 2004


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Additional Services

- HRC linked to resourcing projects and scoping studies
- PR/outreach
- Personal Development Plans (PDP's)
- JEG's
- New recruits survey

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Supply of temporary staff

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Temporary staffing statistics

- Awarded sole supplier in 2004
- Master vendor relationship
- Utilise 16 NI and 8 ROI branches for searches
- 2 databases – Quay Gate House and branch network
- 2000 registered job seekers on QGH, over 30,000 in network
- Foot fall of 9,087 Sept – Dec 2005
- Average application packs issued per week– 20 from QGH, 70 from network
- Circa 600 temps
- New initiative – Role players


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Recruitment Process

JOB ORDER RECEIVED AND VALIDATED

Grafton start search for suitable candidates

↓

CANDIDATE SEARCH

Data base search for candidates registered for work within PSNI Support Team

Job advertised on websites – www.thesupportteam.org & www.employmentire.com

Vacancies distributed around Grafton branch network

↓

CV'S

All suitable CV's emailed to DCU Personnel Manager – within 10 working days, if placement not filed, second tier suppliers are contacted and details of job forwarded.

Option to advertise is discussed with Personnel Manager


↓

OUTCOME


Personnel Manager notifies Grafton within 48 hours of receipt of CV's on Candidates suitability for assignment

If CV's supplied are not suitable search continues


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Suitable candidate identified and security clearance initiated

Assignment offer made by Grafton

STARTER PACK

Grafton supply each temporary worker with a Starter pack this includes:

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CONTRACTS/RENEWALS/CESSATIONS

Agency workers contracted for 3 months unless stated otherwise by PSNI. On completion of assignment Personnel Manager completes a renewal form if the candidate is required

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**INVITATION TO TENDER FOR THE RECRUITMENT AND
SELECTION OF POLICE STAFF AND THE PROVISION OF
TEMPORARY STAFFING SERVICES FOR THE POLICE SERVICE
OF NORTHERN IRELAND**

Specification of Requirements

Contents

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3. Specification	4
3.1 Aims	
3.2 Specific Task Requirements	
4. Additional Information	7
5. Timescales	8
6. Costs	8
7. Appendices	9

1. INTRODUCTION

We wish to appoint an agent to recruit and select personnel in ways that conform to the principles contained in the Report of the Independent Commission and subsequent legislative requirements as set out in the Police Regulations. This will include a requirement to provide a temporary staffing service to the Police Service of Northern Ireland.

2. BACKGROUND

2.1 As part of the recommendations made in the Report of the Independent Commission on Policing in Northern Ireland 1999¹ (the Patten Report) a number related to the recruitment and selection of Police Support Staff. These included:

Recommendation 117: *"the police should contract out the recruitment of both police officers and civilians into the police service. There should be lay involvement, including community representatives, on recruitment panels."*

Recommendation 118: *"the recruitment agency should advertise imaginatively and persistently, particularly in places likely to reach groups who are under represented in the police."*

Recommendation 119: *"the agency should advertise beyond Northern Ireland, in the rest of the United Kingdom and Republic of Ireland."*

Recommendation 120: *"all candidates for the police service should continue to be required to reach a specified standard of merit in the selection procedure. Candidates reaching this standard should then enter a pool from which the required number of recruits can be drawn."*

Recommendation 121: *"an equal number of Protestants and Catholics should be drawn from the pool of qualified candidates."*

2.2 In order to mobilise these recommendation into actions, the Northern Ireland Office were required to enshrine the Patten recommendations in legislation. As a result the Police (Northern Ireland) Act 2000 and the Police Service of Northern Ireland (Recruitment of Police Support Staff) Regulations 2002 (Reference: Statutory Rule 2002 No. 258) were enacted and now underpins the basis upon which the recruitment process is administered. Details of these can be found at www.opsi.gov.uk/acts/acts3000/20000032 and www.opsi.gov.uk/sr/sr2002 respectively.

2.3 In June 2002 the recruitment and selection of police support staff was contracted out. This contract was awarded after a competitive tendering exercise in keeping with European Economic Community and Government Accounting Rules.

2.4 Police Support Staff work in the majority of police stations throughout Northern Ireland. In addition, there are a number of other police establishments located in the Greater Belfast area such as River House (Belfast city

centre), Lesley Buildings (Belfast city centre), Lislea Drive (South Belfast), Seapark (Carrickfergus) and Garnerville (East Belfast).

- 2.5 There are approximately 140 different job types within the PSNI Police Support Staff, which includes a number a specialist posts. In the main the recruitment process involves: advertising vacancies, paper sifts, selection tests and assessments, interviews, medical assessments and security vetting. Our agents will be responsible for managing all parts of the recruitment process with the exception of security vetting.
- 2.6 To date our current recruiting agents have administered over 200 campaigns, attracting in excess of 41,500 application requests, with 20,000 completed applications received. Examples of recruitment campaigns that were administered during 2005 and 2006 are listed at **Appendix A**. In addition they provide us with temporary agency workers across all of the staff groups. The PSNI currently have in excess of 700 agency workers assigned across Northern Ireland. Information on the job types currently assigned on an agency basis is set out in **Appendix B**.
- 2.7 The Chief Constable has to satisfy a number of legislative requirements regarding the appointment of Police Support Staff. The agent should pay particular attention to Sections 44 and 46 of the Police (Northern Ireland) Act 2000 i.e. an applicant pool that has reached a specified standard of merit in the selection procedure and the application of 50/50 appointment where 6 or more police support staff vacancies are to be filled at the same level and at or about the same time. Examples of recruitment competitions that resulted in 6 or more appointments being made are listed in **Appendix C**

1. See *A New Beginning: Policing in Northern Ireland. The Report of the Independent Commission on Policing for Northern Ireland. September 1999* - A full copy of the report can be found at www.belfast.org.uk/report.htm

3. SPECIFICATION

This specification outlines our requirements and invites your proposals to carry out this work.

3.1 AIMS

- 3.1.1 To design and administer an effective, efficient and fair recruitment and selection process for Police Support Staff in the Police Service of Northern Ireland. This process must produce a number of staff to reflect our demands.
- 3.1.2 To provide temporary staffing services to meet the operational needs of the PSNI across Northern Ireland

3.2 SPECIFIC TASK REQUIREMENTS

- 3.2.1 We are interested in receiving wide-ranging and creative proposals on the methods you feel are best suited to selecting quality applicants for permanent Police Staff posts and in providing a temporary staffing service to the Police Service of Northern Ireland.
- 3.2.2 You must, as a minimum:
 - Advertise vacancies widely and imaginatively in order to increase the number of applications from groups currently under-represented in the police service. The current composition, by community background, of directly recruited permanent Police Support Staff is 22% perceived Roman Catholic. Furthermore, women are currently under-represented in certain posts particularly those at a senior level. We would be interested in how you could assist us in further developing our outreach strategy to increase the numbers successfully recruited.
 - Clearly demonstrate how the service will be delivered and specifically by whom within Northern Ireland.
 - Design and conduct appropriate assessments for each post that are reliable, valid and reflect best practice and leading edge developments in assessment methodology. The agent should be aware that, where a specialist knowledge of the duties of the post are required, Police Officers or members of Police Support Staff may assist with the assessment of applicants for appointment, if required and agreed.
 - Demonstrate the ability to provide temporary agency workers within an agreed timeframe and to an agreed job specification to meet the operational needs of the PSNI. A current list of job types and locations is provided in **Appendix B**.

3.2.3 In developing your proposals you will need to take account of the additional, essential requirements below:

1. The agency must have locally based, appropriate professional expertise, adequate staffing and other resources to meet our requirements. Whilst it is difficult at this stage to define our exact HR requirements for the forthcoming year, the agent may be expected to administer between 30 and 50 different campaigns per annum, some of which may create a high volume of applications.
2. The emphasis of this provision is on the availability of a wide range of posts. A full list of the occupational classifications is provided at **Appendix D**.
3. We will require the agent to make proposals on the likely duration for the delivery of the suitably qualified applicant pools for recruitment competitions.
4. We will require the agent to assist with role profiling and job evaluation of new and existing posts when required. The PSNI currently subscribe to the Job Evaluation and Grading System (JEGS) provided by Tower Perrins. This is in line with the wider Public Sector.
5. Advertising of job vacancies for Police Support Staff could extend beyond Northern Ireland to include the rest of the U.K. and the Republic of Ireland, if necessary.
6. The agent will be expected to liaise closely with the PSNI Media and PR Department to handle wider public relations work within the police service, if judged necessary.
7. We will require the agent to design and produce the relevant recruitment documentation, including letters, job descriptions, person specifications, forms and assessment materials. The design of these must be agreed in consultation with the police service and in line with the Integrated Competency Framework² (reference pt 7 below). Issuing employment contracts shall remain the responsibility of the Chief Constable of the Police Service of Northern Ireland.
8. The PSNI currently subscribe to the Skills for Justice Integrated Competency Framework, which is a series of national standards and guidelines, which enables forces and individuals to improve quality and consistency of performance and behaviour in jobs throughout the police service.

It is made up of three strands:

National Competency Framework (NCF)

National Occupational Standards (NOS)

National Performance and Development Review (PDR)

². See Skills for Justice website at www.skillsforjustice.com

It is used to plan training needs, compile job descriptions, assist in recruitment, monitor and assist staff development, improve performance and much more. We wish to hear how you will incorporate this in the generation of recruitment documentation such as Job Descriptions and Person Specifications.

9. We will require the agent to handle the issuing and receiving of all equal opportunity monitoring forms. Analysis of equal opportunity data will also be the responsibility of the agent. Police Service of Northern Ireland Equality and Diversity Unit must be provided with all relevant information for Fair Employment monitoring purposes. We are interested in hearing your proposals for setting up an independent process for handling equal opportunities analysis for the organisation.
10. The agent will be required to carry out initial screening and assessment of all applicants against eligibility criteria for the role in order to generate a merit pool of suitably qualified applicants. The agent will also ensure that all applicants from outside the European Community who apply for a post will have an appropriate documentation to work in the United Kingdom.
11. The agent will be responsible for handling all administrative work associated with the recruitment competitions including issuing and receiving job application forms and all other recruitment literature. Best practice must be followed by the agent in communicating with applicants at all stages of the selection process and portraying a positive image of the organisation throughout.
12. The agent will be required to inform applicants about each stage of the process and provide results and feedback to applicants in a timely and professional manner.
13. The agent must satisfy the Chief Constable that the highest standards of integrity and confidentiality will be maintained in relation to all assessment procedures and materials.
14. The agent will be required to carry out regular monitoring and validation of the recruitment and selection process including obtaining applicants' views of the process.
15. Each merit pool shall remain valid for either a maximum of 12 months from the date the merit pool is formed or whilst our requirements under Section 46(5) of the Police (Northern Ireland) Act 2000 are assured, whichever is soonest.
16. The agent must facilitate full access to the recruitment and selection process by a team of community observers appointed by the Northern Ireland Policing Board if required to do so. The agent will also be required to contribute to the training of community observers. See **Appendix E** for further information.
17. The agent's proposal must be fully compliant with all employment legislation in Northern Ireland.
18. The agent will also be required to provide the Chief Constable with access to all relevant data. Regular

and detailed breakdown of test results by an exhaustive set of variables will be required for each competition.

19. The successful agent will be required to facilitate ongoing monitoring and evaluation of the recruitment and selection processes by police personnel and independent bodies as and when required.
20. Given the importance and scale of this contract, it is important that robust performance measures are agreed. You must include proposals for a full range of performance measures for all elements of the contract in your bid.
21. The police service has a Project Manager who will oversee all aspects of the contract. In addition, a Project Board will meet annually to discuss the strategic aspects of the contract and will include senior representatives from the HR Department. In your proposal you are asked to suggest a series of performance indicators that may form the basis of an agenda for both the regular management meetings and the strategic meetings.
22. The security vetting of all applicants will continue to be carried out by the Police Service of Northern Ireland and will form an integral part of the selection process. It is likely that this function will be carried out after the formation of the suitably qualified merit pool and whilst its attainment is not required for entry into the merit pool produced by our recruitment agent, it will be required before appointment to a police staff post.
23. PSNI Occupational Health and Welfare (OHW) currently undertake the medical assessment for Police Support Staff. We require our agent to work with OHW in scheduling medicals and communicating with applicants. This may form part of the selection process and should be factored into your timetable for producing a merit list. We will be interested to see in your proposal how you will manage this relationship and what procedures and protocols you would put in place to ensure effective and efficient working relationships.
24. With regard to the provision of temporary workers, you must provide information on how you intend to provide a rapid, cost effective response to fulfilling current temporary assignments through the supply of agency workers
25. You must demonstrate how you will manage the assignment of temporary agency staff through the establishment of procedures and protocols to meet supply and demand, ensuring high standards of professional recruitment practice are employed in their assignment.
26. The Police Service of Northern Ireland may change their requirements to meet operational priorities during the course of this contract.

4. ADDITIONAL INFORMATION

The agent should be aware that the following forms are currently available:

- An Equal Opportunity Monitoring form
- A Security Vetting form

5. TIMESCALES

It is anticipated that the contract will be awarded during July 2007. The contract will be awarded initially for 3 years with an option to extend for a further 2, 12-month periods. The successful agent must be in a position to start work immediately after the award of the contract. Your submission should include a draft implementation and rollout plan.

6. COSTS

Tenderers must complete all sections included in the Pricing Schedule. Proposals must include a breakdown of costs (exclusive of VAT) for each element of the recruitment and selection process. A separate Pricing Schedule is included for the provision of temporary staffing services to the PSNI.

7. E- BUSINESS

Tenderers must also outline their proposal for an e-government solution for processing the key business transactions associated with this contract. This would include electronic notification by PSNI of hours worked and electronic receipt of invoices from the contractor.

As part of the above solution PSNI will either:

1. Process BACS payments to the contractor including issue of electronic remittance advice details; or
2. Process payments to the contractor using the Government Procurement Card.

An appropriate e-business solution agreed between PSNI and the Contractor must be in place no later than April 2008.

Appendix 3

**INVITATION TO TENDER FOR THE RECRUITMENT AND
SELECTION OF POLICE SUPPORT STAFF FOR THE POLICE
SERVICE OF NORTHERN IRELAND**

Specification of Requirements

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1. INTRODUCTION

The Central Procurement Unit, on behalf of the Chief Constable of the Police Service of Northern Ireland, is inviting you to tender for the provision of a service to recruit police support staff for the Police Service of Northern Ireland.

2. BACKGROUND

As a result of the agreement reached in Belfast on the 10th April 1998, the Independent Commission on Policing in Northern Ireland was established. The Commission, chaired by the Right Honourable Chris Patten, reported in September 1999¹. The government subsequently published an implementation plan² in June 2000 outlining how the report's recommendations would be implemented and in November 2000 the Police (Northern Ireland) Act 2000 was enacted. The government's implementation plan was further updated in August 2001³.

The Independent Commission has proposed wide ranging changes to the composition of the service and the ways in which the recruitment process operates. A key recommendation is that Human Resource Professionals should perform the technical aspects of the recruitment process (paragraph 15.7).

These functions have traditionally been performed using the internal resources of Civilian Recruitment Branch. The current selection procedures vary depending on the nature of the post being advertised. There are approximately 140 types of post within the Police Support Staff, which includes a number of specialist posts such as Accountant, Line Pilot, Occupational Psychologist, Occupational Health Nursing Advisers, etc. In the main the process involves: advertising vacancies, selection tests and assessments, paper sifts, interviews, medical assessments and suitability vetting. Suitability vetting (including criminal convictions) will not be outsourced. Examples of recruitment competitions that were administered during 2000/2001 are listed in the Information Pack at Annex 4.

Police support staff work in the majority of police stations throughout Northern Ireland with a few exceptions. In addition, there are a number of other police establishments located in the Greater Belfast area such as River House, Churchill House, Lislea Drive, Seapark and Gamerville.

We now wish to appoint an agent to recruit and select personnel in ways that conform to the principles contained in the Report of the Independent Commission and subsequent legislative requirements as set out in the Police (Northern Ireland) Act 2000. You should note that Police Support Staff (Recruitment) Regulations (Northern Ireland) 2002 will come into operation in May 2002.

The Chief Constable has to satisfy a number of legislative requirements regarding the appointment of police support staff. The agent should pay particular attention to Sections 44 and 46 of the Police (Northern Ireland) Act 2000 i.e. an applicant pool that has reached a specified standard of merit in the selection procedure and the application of 50/50 appointment where 6 or more police support staff vacancies are to be filled at the same level and at or about the same time. Examples of recruitment competitions that resulted in 6 or more appointments being made are listed in the Information Pack Annex 5.

This specification outlines our requirements and invites your proposals to carry out this work.

A full copy of the Report of the Independent Commission on Policing for Northern Ireland can be found at WWW.belfast.org.uk/report.htm

(1) See A New Beginning: Policing in Northern Ireland. The Report of the Independent Commission on Policing for Northern Ireland. September 1999
(2) Report of the Independent Commission on Policing for Northern Ireland: Implementation Plan. Northern Ireland Office, June 2000
(3) The Community and the Police Service. The Patten Report Updated Implementation Plan, August 2001

3. SPECIFICATION

3.1 AIM

To design and administer an effective, efficient and fair recruitment and selection process for police support staff in the Police Service of Northern Ireland. This process must produce a number of staff to reflect our demands. A guide to our HR requirements is provided in the Information Pack Annex 1.

3.2 SPECIFIC TASK REQUIREMENTS

We are interested in receiving your proposals on the methods you feel are best suited to selecting quality applicants for all police support staff posts in the police service. In particular:

- Advertising vacancies widely and imaginatively in order to increase the number of applications from groups currently under-represented in the police service. The current composition, by community background, of directly recruited police support staff is 14% perceived Roman Catholic. Furthermore, women are currently under-represented in certain posts particularly those at a senior level.
- Conducting the initial shortlisting process for each post in a manner that is valid, transparent and free from all bias.
- Designing and conducting appropriate assessments for each post that are reliable, valid and reflect best practice and leading edge developments in assessment methodology. The agent should be aware that, where a specialist knowledge of the duties of the post are required, police officers or members of the police support staff may assist with the assessment of applicants for appointment, if required and agreed.
- Each merit pool shall remain valid for either a maximum of 12 months from the date the merit pool is formed or whilst our requirements under Section 46(5) of the Police (Northern Ireland) Act 2000 are assured, whichever is soonest.
- The emphasis of this provision is on the availability of a wide range of posts e.g. Administrative Staff, Nursing Staff, Traffic Wardens, Line Pilots, Financial Accountants, Typists, etc. A full list of the occupational classifications to which we recruit is provided in the Information Pack Annex 3.
- The vetting of applicants will continue to be carried out by the Police Service of Northern Ireland and will form an integral part of the selection process. It is likely that this function will be carried out after the formation of the suitably qualified merit pool and whilst its attainment is not required for entry into the merit pool, it will be required before appointment to a police support staff post.

In developing your proposals you will need to take account of the additional, essential requirements below:

1. The agency must have locally based, appropriate professional expertise, adequate staffing and other resources to supply the required number of staff in accordance with the job description supplied.
2. We will require the agent to make proposals on the likely duration for the delivery of the suitably qualified applicant pools for each recruitment competition (Information Pack Annex 1 refers).
3. We require the agent to produce the relevant recruitment documentation, including letters, person specifications, forms and assessment materials. The design of these must be agreed in consultation with the police service. This excludes letters of appointment and contracts of employment, which shall remain the responsibility of the Chief Constable of the Police Service of Northern Ireland.
4. We require the agent to handle the issuing and receiving of all job application forms and equal opportunity monitoring forms. Analysis of equal opportunity data will also be the responsibility of the agent. Police Service of Northern Ireland Equal Opportunities Unit must be provided with all relevant information for Fair Employment monitoring purposes. We are interested in hearing your proposals for setting up an independent process for handling equal opportunities analysis for the organisation.

5. Work is currently beginning with regard to a new National Competency Framework for police support staff. Whilst this is in its early stages of development, we are interested in hearing how you might help us migrate towards the use of a competency framework in underpinning the recruitment process.
6. The agent will be required to carry out initial screening of all applicants against eligibility criteria such as qualifications etc. A list of our current methods of assessment can be found in the Information Pack Annex 6. The agent will also ensure that all applicants from outside the European Community who apply for a post will have an appropriate work permit to work in the United Kingdom.
7. The agent will be responsible for handling all administrative work associated with the competitions.
8. We require the agent to carry out appropriate medical assessments of police support staff applicants as specified below.
9. The agent must facilitate full access to the recruitment and selection process by a team of community observers appointed by the Northern Ireland Policing Board if required to do so. The agent may also be required to contribute to the training of community observers.
10. The agent's proposal must be fully compliant with all employment legislation in Northern Ireland.
11. Best practice must be followed by the agent in communicating with applicants at all stages of the selection process and portraying a positive image of the organisation throughout.
12. The agent will be required to inform applicants about each stage of the process.
13. The agent will be required to carry out regular monitoring and validation of the recruitment and selection process.
14. The agent will be required to provide the Chief Constable with access to all relevant data.
15. The Police Service of Northern Ireland may change their requirements to meet operational priorities during the course of this contract.

3.3 FURTHER SPECIFICATION OF MEDICAL ASSESSMENTS

We require the successful agent to scrutinise health declaration forms submitted by applicants for posts within the police support staff and determine whether a full medical assessment of the applicant is required.

The current medical protocols against which applicants are assessed are provided in the Information Pack Annex 2. There are particular posts for which a medical assessment of the applicant is an absolute requirement. A list of these posts is also detailed in the Information Pack. This list may change as new posts are added to it.

The scrutiny of the health declaration forms and the medical assessment must be conducted by staff with recognised qualifications in Occupational Health and must be carried out under the supervision of a qualified Occupational Physician. Professional standards must be adhered to by the agent in dealing with medical records. The agent must establish an independent appeals procedure to accompany the medical assessment. Your proposal should detail how and when this will be carried out.

Medical assessments carried out by the agent may be subject to peer review by the Chief Medical Adviser to the Police Service of Northern Ireland. Your proposal should outline how you intend to conduct this assessment and incorporate it within the overall selection process. We are also interested in hearing how you would develop the medical standards in the future given that the Home Office may be issuing guidance on standards later this year.

4. ADDITIONAL INFORMATION

The agent should be aware that the following forms are currently available:

- An Equal Opportunity Monitoring form
- A Security Vetting form

5. TIMESCALES

It is anticipated that the contract will be awarded during July 2002. The contract will be awarded initially for 3 years with an option to extend for a further 3, 12-month periods. The successful agent must be in a position to start work immediately after the award of the contract. Your submission should include a draft implementation and rollout plan.

6. COSTS

Tenderers must complete all sections included in the Pricing Schedule. *Proposals must include a breakdown of costs (exclusive of VAT) for each element of the recruitment and selection process.*

7. PERFORMANCE MONITORING

It is essential that robust performance measures be agreed. You are specifically required to include proposals for a range of performance measures in your bid.

8. PROJECT MANAGEMENT ARRANGEMENTS

An internal Project Board, headed by an internal Project Manager, will work with the successful agent in planning and overseeing all aspects of the contract. It is anticipated that the Project Board will meet on a weekly basis initially and thereafter on a monthly basis. In your proposal you are asked to suggest a series of performance indicators that may form the basis of an agenda for such meetings.

The Project Manager will require regular, accurate updates on the progress of applicants through each stage of the process and of the problems encountered. A full management report should be supplied within one month of the end of each competition. Lists of successful and unsuccessful candidates at each stage of the process must also be provided for equal opportunity monitoring purposes. These must be provided within one week of the end of each stage of the selection process.

As mentioned earlier, the successful agent will be required to facilitate ongoing monitoring and evaluation of the recruitment and selection processes by police personnel and independent bodies. In particular, there will be a group of community observers appointed by the Northern Ireland Policing Board to observe all aspects of the procedures. The primary role of these representatives will be to help achieve increased transparency in the selection process. They shall report to the Northern Ireland Policing Board with regard to the adequacy of the facilities and arrangements and whether, so far as practical, the same procedure was applied to all the candidates for any particular post in the police support staff. It is unlikely that they will be involved in every competition that is administered by the agent. Further information on the role of the community observers is detailed in the Information Pack Annex 7.

POLICE SERVICE OF NORTHERN IRELAND

8th April 2002

Appendix 4

**SUBJECT: APPLICATION OF (TEMPORARY WORKER CONTRACTS) /
(FTC) FOR (DEPARTMENT/DISTRICT)**

Part I

1. Details of the post

District/Department	Procurement and Logistic Services
Branch	Print+Design
Job Title of post	Graphic Designer
Grade/level of role (confirmation of JEGS is required for NEW posts)	ASO equivalent
Total Number of Posts	1
Location	Lisnasharragh
Date Required	December 2012
Termination date	July 2013 (depending on length of maternity leave)
Does a substantive post exist on the HR Plan 2011/12?	Yes
Funding (If other please provide details in the box below)	Main <input checked="" type="checkbox"/> External <input type="checkbox"/> Other <input type="checkbox"/> Grant <input type="checkbox"/>
Other Information	This will be a temporary requirement to cover a maternity leave and is likely to be for a minimum period of 6 months.
Salary Band (Temporary Workers will start at entry level of the pay scale. Where a higher starting point is requested, justification <u>must</u> be attached)	ASO
Level of Security Clearance required (please tick relevant box - guidance may be sought from CJ4 where necessary)	Level 2 <input checked="" type="checkbox"/> Level 5 <input type="checkbox"/> Level 6 <input type="checkbox"/> CTC SC DV

2. Reasons for appointment – Cover for maternity leave

**3. Why was this not identified through normal succession planning –
N/A**

4. **Specific skills required for post** – Third level education to Graphic Designer qualifications. Must have a working knowledge of Adobe CS5 and related software including Illustrator, InDesign etc.

5. Organisational Impact

If request fails: -. The ability of the unit to produce high quality printed literature for use by police officers and staff will be hampered. This is a busy section within Print+Design and a reduction of 1/3 of staffing will have a severe impact on the ability to deliver to often tight deadlines. This is a post that requires special skills in the use of Adobe CS5 and as such cannot be done by someone without these skills.

If request succeeds: - Print+Design will continue to produce high quality printed material for use by police officers and staff to assist in delivering a personal, professional and protective policing service.

6. Financial cost to organisation

If request fails: - There is a distinct possibility that design work would have to be outsourced. This would increase significantly the cost of designing printed material such as flyers / posters / conference materials / certificates etc.

If request succeeds -. The cost would be four months salary which would be covered by the pay budget.

7. Other methods considered in filling post

Since this is a specialised post it cannot be filled by someone who does not have the necessary qualifications and skills, there is no one in the unit who could carry out these tasks.

Head of HR

Date: _____

Date: _____

Part II

Assessment of Assistant Chief Constable

Recommendation

I recommend

ACC

Date: _____

Part III Authorisation

I authorise / do not authorise this request for the following reasons:

Director/Deputy Director of Human Resources

Date: _____

**SUBJECT: APPLICATION OF (TEMPORARY WORKER CONTRACTS) /
(FTC) FOR (DEPARTMENT/DISTRICT)**

Part I

1. Details of the post

District/Department	
Branch	
Job Title of post	
Grade/level of role (confirmation of JEGS is required for NEW posts)	
Total Number of Posts	
Location	
Date Required	
Termination date	
Does a substantive post exist on the HR Plan 2011/12?	
Funding (If other please provide details in the box below)	Main Grant <input type="checkbox"/> External <input type="checkbox"/> Other <input type="checkbox"/>
Other Information	
Salary Band (Temporary Workers will start at entry level of the payscale. Where a higher starting point is requested, justification must be attached	
Level of Security Clearance required (please tick relevant box - guidance may be sought from CJ4 where necessary)	Level 2 CTC <input type="checkbox"/> Level 5 SC <input type="checkbox"/> Level 6 DV <input type="checkbox"/>

2. Reasons for appointment

3. Why was this not identified through normal succession planning:

4. Specific skills required for post

5. Organisational Impact

If request fails:

If request succeeds:

6. Financial cost to organisation

If request fails:

If request succeeds

7. Other methods considered in filling post

Head of HR

Date: _____

Date: _____

Part II

Assessment of Assistant Chief Constable

Recommendation

I recommend / do not recommend this request

ACC

Date: _____

Part III Authorisation

I authorise / do not authorise this request for the following reasons:

Director/Deputy Director of Human Resources

Date: _____

Appendix 6

Personal, Professional, Protective Policing



BUSINESS CASE TEMPLATE FOR PROPOSAL TO ENGAGE AN EXTERNAL RESOURCE

Project Title:

Prepared By: Date:

Approved By:
(Director)

Signed: Date:

Section 1: Need for the assignment

This section should address the following:

- Background – Purpose of the assignment.
- Strategic/policy context.
- What is the need for the assignment?
- What is the scope of the assignment, ie tasks anticipated to provide desired outcomes?
- Timing of assignment – when is the information required and is there any possibility of deferring the assignment?
- Description of previous similar consultancy assignments, including an analysis of past expenditures (corresponding evaluations must also be appended).

Section 2: Benefits & Their Timing

This section should address the following:

- What are the projected outputs from the assignment?
 - What are the expected benefits to be delivered from the assignment and give an indication of when they are likely to accrue?
 - What are the implications of the assignment not going ahead?
-

Section 3: Assessment of Alternative Options

A full range of options for delivering the assignment should be assessed, including the following:

- Complete assignment using in-house resources.
- Partial completion of assignment using in-house resources. While it may be accepted that resource constraints/skills shortages will not allow the full assignment to be completed in-house, the option of using in-house resources to produce an interim output supplemented by consultancy input should be assessed. In addition, the option to relax the time constraint to allow more of the outputs to be achieved by in-house resources albeit over a longer timescale should be assessed.
- Use of internal Consultancy, for example, BCS, departmental economists, statisticians, etc.
- Staff substitution, for example, short-term/medium term secondment of industry expert(s).
- Use of External consultants – What is the rationale behind using external consultants as opposed to the alternatives considered?

For assignments which could be carried out by BCS the business case must reflect discussions with BCS and the rationale for choosing to use external resources instead.

Section 4: Expected Deliverables

Please provide details on the deliverables expected from consultancy. If available, a copy of the draft terms of reference for the proposed consultancy should be attached.

Section 5: Skills Transfer

- Outline the potential for skills transfer?
- What arrangements have been put into place to facilitate the transfer of skills from the consultants to departmental staff to the extent that this is a benefit of the consultancy?
- If skills transfer is not deemed appropriate detail the rationale for this decision.
- When is it anticipated that knowledge and skills delivered by the consultancy will be transferred to internal staff?
- What are the implications of skills transfer for future consultancy support?

Section 6: Proposed Division of Work

This section should provide details on the proposed division of work between the external consultant and in-house staff. The following issues should be addressed:

- What in-house support will be given to the consultants, eg technical/specialist inputs, accommodation, photocopying and typing services etc?

- Provide indicative estimates of the expected number of consultancy days by consultancy grade.
- Provide indicative estimates of the expected number of in-house staff days by staff grade.

Section 7: Expected Costs of the assignment

External Consultancy Costs

- What is the expected cost of the external consultants' input to the assignment?
- Information derived from section 6 should be used alongside estimated consultancy rates to derive an estimate of the cost.
- Costs should be provided on a nominal basis.
- Affordability should be addressed, ie is budget provision available?

In-House Costs

- What are the estimated in-house support costs for the assignment? Information derived from section 6 should be used alongside staff rates to derive an estimate of the cost. Costs should be provided on a nominal basis.

Total Cost = £

Section 8: Project Management / Performance Review Arrangements

This section should address the following:

- What are the proposed project management arrangements, including details of monitoring officers, draft reports, Steering Groups etc?
- Proposed arrangements for on-going monitoring of consultancy performance and expected deliverables. The project managers should ensure that appropriate mechanisms are in place for influencing performance at interim stages.
- Identify person/persons responsible for managing/delivering skills transfer.
- What are the performance review arrangements for the assignment, eg the quality assurance employed from Departmental specialists?
- Skills transfer it should be pro-actively managed and monitored like any other consultancy benefit.

Section 9: Implementation and Evaluation Plan

This section should provide details on the following:

- How will the results of the consultancy be implemented?

- Proposed arrangements for evaluating the outputs delivered by the consultancy assignment. This should include information on who is the responsible officer for ensuring the evaluation takes place and also information on when it is proposed to carry out the evaluation. Whilst ideally the evaluation should be independent of the project promoters, in most instances, evaluations should be carried out by internal resources, ie in-house staff or internal consultancy.

Temporary Staff Cessation Form

AG2

Appendix 7



Termination of Temporary Personnel

Notes For Guidance:

Part A : To be completed by HR Manager and forwarded to

- **Grafton ESP**
- **Business Services Manager**
- **Security Pass Office**

Part B : To be completed by Grafton ESP and copied to

- **Establishment & Structure**

Temporary Staff Cessation Form

AG2

Grafton Reference Number

To Grafton ESP.

PART A	
District/Department	
Location	
Surname	
First name/s	
Job Title	
Date of Termination	/ / <i>dd mm yyyy</i>
Reason e.g. Contract end date; Contract cessated early – poor Performance; Contract cessated early – due to funding; Contract cessated early – project complete; Temporary Worker confirmation	
Line Managers name & Email address (For appraisal card to be issued)	@psni.pnn.police.uk
HR Manager	
Extension	
Email Address	@psni.pnn.police.uk

Service Delivery Assessment

To enable Grafton ESP to report upon the quality of the temporary workers supplied to PSNI please complete the following assessment on the temporary worker whose services are to be cessated.

1. Why did s/he leave their assignment:.....

Would you use him/her again? YES/NO (if NO, please qualify in the box provided)

revised 7.07.09

Temporary Staff Cessation Form

AG2

Would you recommend him/her for other temporary assignments in your organisation? YES/NO (if NO, please qualify in the box provided)

**3. Please rate the above named across their attributes and qualities
double click on appropriate box and select checked and then OK
(1-Outstanding performance, 2-Exceeds expectations, 3-Acceptable performance,
4- Weakness in performance, 5-Unacceptable)**

	1	2	3	4	5
Honesty/Integrity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance Record	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conduct/Behaviour	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job Competence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude to Colleagues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adaptability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Is there anything that you wish to add?

Full Name: Date: __/__/____

Position Held: Department

Please note this reference may be supplied to relevant third parties

FORWARD TO : requestdesk@graftonesp.com

Side Copy to: **1. Business Services Manager**
2. Security Pass Office

Temporary Staff Cessation Form

AG2

To Establishment & Structure

PART B	GRAFTON
Name	
Telephone	02890558600
Email Address	requestdesk@graftonesp.com

For Attention and necessary action

FORWARD TO : <mailto:EstablishmentandStructures@psni.pnn.police.uk>

Appendix 8

For attention and action:
Business Service Manager/Heads of Business Services
HR Managers/Heads of Human Resources

6 May 2009

**PSNI Reward Guidance
- Setting of Temporary Workers Pay 2009/10 Financial Year**

Grafton Recruitment is the provider of temporary workers to the PSNI and Establishment and Structure is the point of contact in respect of the SAP records of temporary workers.

It is the responsibility of the Reward Unit to ensure a simple, fair, transparent and efficient pay system temporary workers whilst ensuring affordability. This documents aims to provide Business Service Managers and HR Managers with a corporate framework to ensure the right reward is attributed to each role.

1. Working week

The standard working week for temporary workers is 37 (net) hours, unless reduced hours working is otherwise agreed. If the working day is in excess of 6 hours a minimum of 30 minutes must be taken away from the workstation – this is unpaid.

2. Remuneration

Salary on entry for temporary workers should be at the minimum of the scale. Higher salary will only be considered if there are exceptional circumstances and in all cases, a higher starting salary must be approved by relevant Head of Human Resources and advised locally to Heads of Business Services.

Agreed salary will apply within April – March annually. Any changes to salary levels for temporary workers will be advised by HR Reward Team to Heads of Business Services in April each year and will reflect the staff pay agreement.

3. Shift Allowance

If shift allowance is payable, Grafton must be advised of the appropriate rate in accordance with the NICS Handbook, Pay Chapter 19.

4. Proficiency Allowances

In respect of payment for typing proficiency, advice should be sought from Job Evaluation and Grading regarding how to apply proficiency testing.

5. Overtime

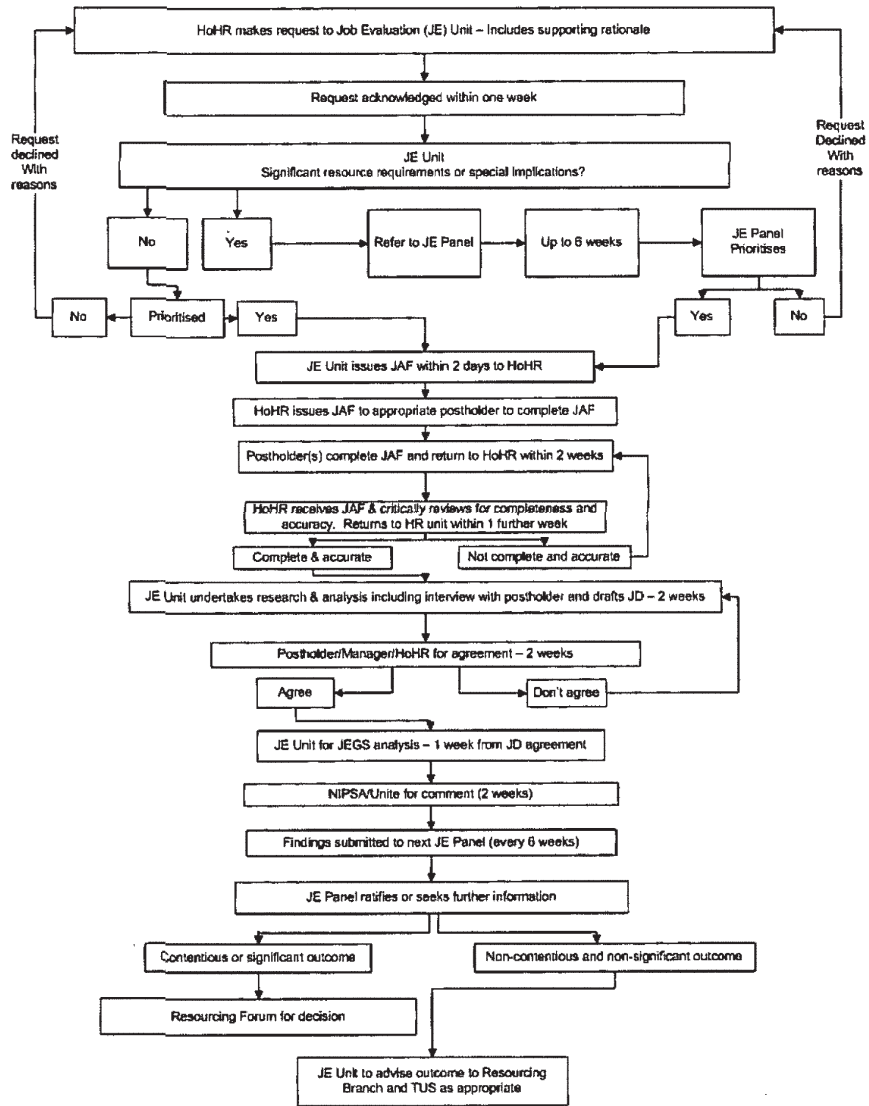
If temporary workers work over 37 hours then they may be entitled to an enhanced payment for the additional hours. Overtime must be approved by line management and will be paid in accordance to the NICS Handbook. When temporary workers follow a shift pattern and a normal working day falls on Saturday or Sunday overtime is not payable.

6. Holiday Entitlement

Temporary workers can accrue up to 28 days per annum. Holidays are accrued at a rate of 12.07% therefore for every hour worked 7.2 minutes in holiday entitlement is accrued. When taking holidays the temporary worker must receive approval from line management. It is important to note that temporary workers do not have an automatic entitlement for paid statutory holidays, however, temporary workers can utilise accrued holiday's for the payment of statutory holidays taken.

Alison Hiles
Reward Manager
Ext. 69487

Appendix 9



Appendix 10

7. A breakdown by district and by branches of the requests for temporary staff made locally;

ANSWER:

The following is the breakdown of requests made to Grafton from 1 September 2011 to 31 August 2012.

Branch	Total number of Requests	Cancelled Job Orders
Coleraine DCU	1	0
Corporate		
Communications	4	0
Crime Ops	50	7
Criminal Justice	25	2
FSS	13	2
HR & Training	1	0
ICS	11	2
Legal Services	2	0
Newry & Mourne DCU	1	0
Ops Support	10	1
PSD	1	0
Total	119	14

Report information:

This data contains information on the number of requests entered onto Grafton's system from 1st September 2011 to 31st August 2012

This information is available from 2007 however given the short turnaround times a defined period of time was selected

Within the available time it has not been possible to provide the detailed analysis from 2004.

Appendix 11

Personal, Professional, Protective Policing



BUSINESS CASE TEMPLATE FOR PROPOSAL TO ENGAGE AN EXTERNAL RESOURCE

Project Title:

Prepared By: Date:

Approved By:
(Director)

Signed: Date:

Section 1: Need for the assignment

This section should address the following:

- Background – Purpose of the assignment.
- Strategic/policy context.
- What is the need for the assignment?
- What is the scope of the assignment, ie tasks anticipated to provide desired outcomes?
- Timing of assignment – when is the information required and is there any possibility of deferring the assignment?
- Description of previous similar consultancy assignments, including an analysis of past expenditures (corresponding evaluations must also be appended).

Section 2: Benefits & Their Timing

This section should address the following:

- What are the projected outputs from the assignment?
 - What are the expected benefits to be delivered from the assignment and give an indication of when they are likely to accrue?
 - What are the implications of the assignment not going ahead?
-

Section 3: Assessment of Alternative Options

A full range of options for delivering the assignment should be assessed, including the following:

- Complete assignment using in-house resources.
- Partial completion of assignment using in-house resources. While it may be accepted that resource constraints/skills shortages will not allow the full assignment to be completed in-house, the option of using in-house resources to produce an interim output supplemented by consultancy input should be assessed. In addition, the option to relax the time constraint to allow more of the outputs to be achieved by in-house resources albeit over a longer timescale should be assessed.
- Use of internal Consultancy, for example, BCS, departmental economists, statisticians, etc.
- Staff substitution, for example, short-term/medium term secondment of industry expert(s).
- Use of External consultants – What is the rationale behind using external consultants as opposed to the alternatives considered?

For assignments which could be carried out by BCS the business case must reflect discussions with BCS and the rationale for choosing to use external resources instead.

Section 4: Expected Deliverables

Please provide details on the deliverables expected from consultancy. If available, a copy of the draft terms of reference for the proposed consultancy should be attached.

Section 5: Skills Transfer

- Outline the potential for skills transfer?
- What arrangements have been put into place to facilitate the transfer of skills from the consultants to departmental staff to the extent that this is a benefit of the consultancy?
- If skills transfer is not deemed appropriate detail the rationale for this decision.
- When is it anticipated that knowledge and skills delivered by the consultancy will be transferred to internal staff?
- What are the implications of skills transfer for future consultancy support?

Section 6: Proposed Division of Work

This section should provide details on the proposed division of work between the external consultant and in-house staff. The following issues should be addressed:

- What in-house support will be given to the consultants, eg technical/specialist inputs, accommodation, photocopying and typing services etc?

- Provide indicative estimates of the expected number of consultancy days by consultancy grade.
- Provide indicative estimates of the expected number of in-house staff days by staff grade.

Section 7: Expected Costs of the assignment

External Consultancy Costs

- What is the expected cost of the external consultants' input to the assignment?
- Information derived from section 6 should be used alongside estimated consultancy rates to derive an estimate of the cost.
- Costs should be provided on a nominal basis.
- Affordability should be addressed, ie is budget provision available?

In-House Costs

- What are the estimated in-house support costs for the assignment? Information derived from section 6 should be used alongside staff rates to derive an estimate of the cost. Costs should be provided on a nominal basis.

Total Cost = £

Section 8: Project Management / Performance Review Arrangements

This section should address the following:

- What are the proposed project management arrangements, including details of monitoring officers, draft reports, Steering Groups etc?
- Proposed arrangements for on-going monitoring of consultancy performance and expected deliverables. The project managers should ensure that appropriate mechanisms are in place for influencing performance at interim stages.
- Identify person/persons responsible for managing/delivering skills transfer.
- What are the performance review arrangements for the assignment, eg the quality assurance employed from Departmental specialists?
- Skills transfer it should be pro-actively managed and monitored like any other consultancy benefit.

Section 9: Implementation and Evaluation Plan

This section should provide details on the following:

- How will the results of the consultancy be implemented?

- Proposed arrangements for evaluating the outputs delivered by the consultancy assignment. This should include information on who is the responsible officer for ensuring the evaluation takes place and also information on when it is proposed to carry out the evaluation. Whilst ideally the evaluation should be independent of the project promoters, in most instances, evaluations should be carried out by internal resources, ie in-house staff or internal consultancy.

Personal, Professional, Protective Policing



MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE

Our Ref: Com Sec 12\5767

28th May 2012

Dear Edgar,

I attach a transcript of an interview given by a Policing Board member to Good Morning Ulster. It contains allegations of intimidation, bullying and threats regarding a meeting held between the Board and NIPSA. These are serious allegations made against the Director of Human Resources, and I would be grateful if you could apprise me of the Board's intended actions.

I am concerned that these allegations may have been made without the cognizance or endorsement of the local NIPSA representatives, and without sight of the relevant correspondence. Furthermore, I would be grateful if the NIPSA presentation could be validated for factual accuracy.

Yours sincerely,

Matt
MATT BAGGOTT

Edgar Jardine
Interim Chief Executive
NIPB
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



Programme	Good Morning Ulster
Date & Time	25.05.12 (08.44)
Subject	Re-hiring of former officers
Prepared By	Typist: Jennifer Higgins MMU: GI

SARAH BRETT

Politicians have been reacting to NIPSA's call for an end to the PSNI's policy of re-hiring retired officers for jobs that are not publicly advertised. Sinn Fein say they're particularly concerned about the allegation that the PSNI's director of HR, Joe Stewart, put pressure on union members not to bring their concerns to the Policing Board last week. The party's policing spokesman, Gerry Kelly, is on the line, and Ryan McKinney, who's NIPSA's assistant secretary, joins me in the studio. Ryan, if I could ask you first of all, you're saying in your statement that you have clear evidence that there are jobs for the boys in the PSNI, overlooked perhaps, or civilian staff being overlooked. What evidence do you have for that

RYAN MCKINNEY

Well I should say that we are deliberately using the phrase 'jobs for the boys' because our members are overwhelmingly women, and it's those members who feel that they are losing out.

SARAH BRETT

So it's women that have come forward to you for the most part?

RYAN MCKINNEY

For the most part, that's right, yeah, and they have witnessed, over the last number of years, what they refer to a policy, as a policy of a revolving door, where a police officer retired on a Friday, comes back in on a Monday into

what is, over the weekend become a civilianised post. That post is one which many of our members feel they may have had an opportunity to get, if they had have been provided with an opportunity to compete for it in an open and transparent competition.

SARAH BRETT

Well we know that the Audit Office is currently looking at whether or not there was any malpractice here at all, so they are looking at that, but as it stands at the moment, we're still in this position where there is an argument to say that people, formerly in the RUC, perhaps, might be the best people for the job, given that they have prior knowledge?

RYAN McKINNEY

NIPSA have no issue with who gets the post in the end, if they've went through a proper process. This is not a witch hunt, this is not any sort of jumping on any sort of a bandwagon, it's very clear here that what is needed is an open, transparent process where the best person gets the job and that everyone can see that. And that they compete against objective criteria and that's the issue, not who someone worked for in the past. If they have experience, that experience, I'm sure, will come through.

SARAH BRETT

You've also claimed that some of your members, mostly women again, it's important to stress that, have been put under pressure by the PSNI not to speak to the Policing Board. Can you give us, you've said it's not based on speculation, can you give me some examples of that?

RYAN McKINNEY

Well we have provided those emails and, in the run up to our attempt to raise this matter with the Policing Board there were emails sent to our representatives putting them under pressure, threatening the future industrial...

SARAH BRETT

What did they say?

RYAN McKINNEY

...threatening the industrial relations that we may have in the future, in terms of how harmonious they might be. And I don't believe that means that the next time we go to a meeting there'll be no biscuits on the table, I think it's more fundamental than that.

SARAH BRETT

Just, if you could elaborate just a little bit more. Just how direct a threat do you perceive it to be?

RYAN McKINNEY

Well I suppose it's open to interpretation, the PSNI will have their view on it.

SARAH BRETT

They will.

RYAN MCKINNEY

But certainly we feel that the idea behind this was to stop us going to the Policing Board. It's no coincidence either that the meeting, where we were to present to the Policing Board, was cancelled late last Wednesday, only to be rescheduled again on Thursday.

SARAH BRETT

Sorry to interrupt you, but what was it in the letter specifically that appeared to you to say, do not go forward and speak to the Policing Board?

RYAN MCKINNEY

We have two emails from the director...

SARAH BRETT

Two emails...

RYAN MCKINNEY

...of human resources and those emails say that this line of, this course of action which we are taking threatens the harmonious working environment, in terms of industrial relations which we have had. And the emails...

SARAH BRETT

And you perceive that as a threat?

RYAN McKINNEY

Anyone, I think, reading these, in the context of what's going on, because this is all very timely, Sarah. The PSNI are advertising a £180million contract at the moment. That will be awarded in September and they certainly do not want that to be interrupted, that is why we have felt the need to raise this matter last month with the Chief Constable, this month with the Policing Board, because if the past is any sort of a measure here, then in the future this practice will continue and our members are not happy to watch this practice continue any more.

SARAH BRETT

Well the PSNI have said that they've given you an extensive presentation recently and they also say that there's an existing and well understood procedure for the resolution of disagreements, in common with good industrial relations practices and that issues of concern should be raised through the appropriate channels...

RYAN McKINNEY

And, Sarah, I should say that they were. We raised this with the Chief Constable, he is accountable to the Policing Board. The Policing Board employs our members, what the PSNI are trying to do is divert us down some sort of snakes and ladders industrial relations where we go back to the start and we're not willing to do that.

SARAH BRETT

Okay, Gerry Kelly, can I have your reaction to this?

GERRY KELLY

Well, Sarah, I mean, Ryan McKinney has given you a fair description of what has happened. I mean this is, use whatever words you want, intimidation, bullying, threats, but it was clearly an attempt to prevent staff, just to be clear about it, of NIPSA, some of whom are serving officers and others who are ex-serving officers, to come and talk to the Policing Board about issues which were very relevant to the police. The meeting that Ryan McKinney mentions actually was cancelled and then it was ourselves who pushed to get the meeting put back on again. So that's the type of thing that's going on.

SARAH BRETT

But, Gerry Kelly, can I put it to you that we're talking about, well Ryan is suggesting two emails here that, you know, perhaps it is more of a perception of a threat, could I suggest to you, than an actual (unclear)...

GERRY KELLY

Well some of the terms that were used was, I mean there was manipulation. They're being told that their concerns might be manipulated, manipulate the concerns of union representatives. It says that the Policing Board, and I haven't seen the full email, I actually phoned...

SARAH BRETT

No, and neither have we, and we should say that we don't have it.

GERRY KELLY

...I phoned last night, no I will see them, I phoned last night and made contact with the Policing Board and I expect to see these emails and, of course, we'll have a better notion of it at that stage. But, you know, Vincent Kearney was on, I think he has certainly got, either seen them or seen the substance, and these are jobs which are not advertised, it is jobs for the boys, and this is during a period, just let me add to this, this is during a period when there are two investigations going on, one in the Criminal Justice Inspectorate and the other one in the Audit Office. And as Ryan McKinney says, it is also very relevant because there is a £180million jobs spec out at the moment for managed services, and we're afraid that this jobs for the boys is just shifted from one into the other. And it is as clear cut as people in high places getting substantial, very, very substantial severance payments, walking out of a job on Friday and coming back on Monday. Now you might say that that is legally right and there are people who argue that it is within the law, but is it right? And we would argue very, very forcibly that it certainly isn't right. These jobs are not advertised, it's people giving other people jobs, it's worse than that, there are examples where people on their way out, jobs are being upgraded so that they go out with a better pension and there's examples of people who are getting an upgrade...

SARAH BRETT

Gerry Kelly we don't have any evidence to support that....?

GERRY KELLY

Well I have evidence, Sarah, so let me stand over it, okay?

SARAH BRETT

Well you can stand over it, if you wish, I'm simply saying to you, that we don't have the evidence...

7

GERRY KELLY

There's also evidence of people getting vetted and there's vetting, which is quite an expensive process, being paid by the PSNI before they leave to go into other jobs.

SARAH BRETT

Well we can't defend that, because we don't actually have that in front of us...

GERRY KELLY

Well I'm not asking you to defend it...

SARAH BRETT

No, but I, you know I have to say it, so that's why I'm saying it Gerry Kelly. Ryan McKinney, finally to you. What about, for example, former school teachers? When school teachers retire they often come back as subs, some might say to the detriment of younger, more recently qualified teachers. Are you against that as well? Do you see it as a...

RYAN MCKINNEY

No, we very much value experience. We have members throughout the public sector with lots of experience and we very much value that. That's, that is not the point.

SARAH BRETT

So what do you want to see happening here?

RYAN McKINNEY

We have had 10 years of interim, temporary fixes here, because there has been no succession planning. We don't want another 10 years of that. A £180million contract, which will include up to 1,000 people supplied by the service provider, we believe will facilitate the continuation of this practice to the detriment of building experience and bringing in people, from out there who are on the dole at the moment, or who want to build their experience if they're already in the PSNI. That's what we want to see facilitated, not the facilitation of jobs for the boys.



Edgar Jardine CB
Interim Chief Executive

Date: 27 July 2012

Mr Matt Baggott CBE QPM BA (Hons)
Chief Constable
Brooklyn
65 Knock Road
BELFAST
BT5 6LE

Dear Chief Constable

COMPLAINT

Your letter to me of 28 May refers. This was considered at the Corporate Policy, Planning & Performance Committee on 26 July 2012.

Your correspondence was drawn to the attention of Gerry Kelly MLA and his comments invited.

Mr Kelly has noted that he considers the issue of the e-mails in question was a clear attempt to prevent PSNI staff, as members of NIPSA, from giving a briefing to the Board. Mr Kelly remains of that view.

Members understand that you have seen the emails and that you will have satisfied yourself that the contents do not constitute harassment or bullying on the part of the Director of Human Resources.

As the Board itself has not had sight of the emails referred to in the transcript, we are not in a position to take any further action.

Yours sincerely

A handwritten signature in black ink that reads "Edgar Jardine".

EDGAR JARDINE
Interim Chief Executive

194215

Northern Ireland Policing Board
Waterside Tower, 31 Clarendon Road, Clarendon Dock, Belfast BT1 3BG
Tel: 028 9040 8500 Fax: 028 9040 8553 Email: information@nipolicingboard.org.uk

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 12\5767

7 June 2012

Dear Edgar,

REQUEST FOR EMAIL CORRESPONDENCE

I am writing in response to your recent email, on behalf of a Board member, to the Director of Human Resources requesting correspondence between Mr Stewart and NIPSA officials.

As you are aware I wrote to you on 28 May 2012 asking the Board to outline the course of action they intend to take in response to the serious allegation made against the Director of Human Resources. In view of this I believe it appropriate, in the first instance, to await the Chairman's response on behalf of the Board and not pre-empt this by responding to requests for information on an individual basis.

Should the Board decide to conduct an investigation, as outlined under the Royal Ulster Constabulary (Conduct) (Senior Officer) Regulations 2000, I would then expect to see requests for information being made as part of a structured investigation.

Yours sincerely,

Matt

MATT BAGGOTT

Edgar Jardine
Interim Chief Executive
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
Belfast BT1 3BG

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



Personal, Professional Protective Policing



MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE

Our Ref: Com Sec 12\5767

9TH August 2012

Dear Brian,

COMPLAINT

I write in reference to correspondence received from the Chief Executive of 27 July 2012.

I had previously written requesting an outline of the Board's intended course of action following an interview given by a Board member on Good Morning Ulster. The interview contained public allegations of intimidation, bullying and threats regarding an email exchange between the PSNI Director of Human Resources and a NIPSA representative.

Within my correspondence, I had requested to be apprised as to whether or not the Board were intending to initiate a formal investigation, as outlined under the Royal Ulster Constabulary (Conduct) (Senior Officer) Regulations 2000. My referral was mandatory under this legislation.

I understand from the Chief Executive's response that the matter was considered by the Corporate Policy, Planning and Performance Committee on 26 July 2012. It is, however, unclear from Edgar's letter what the formal position of the Board is on this matter and I remain unsure as to whether the allegation has been, or is to be, formally withdrawn.

In addition, it is important to emphasise that under law it remains solely the responsibility of the Policing Board to instigate and conduct investigations into members of the Service Executive Team. The fact that I have viewed the email is immaterial and, for clarity, I have neither spoken to the email recipient nor reached a judgement. It would be inappropriate to do so. I would be grateful, therefore, if you would confirm that the complaint has been withdrawn by the Policing Board.

The issue of complaints and potential misconduct matters is complex with legislative and human rights considerations. In view of this, I am concerned that Policing Board members are made aware that, as employers, it would be advisable for potential complaints to be taken forward through the Chief's Executive's office when the necessary guidance and support can be given.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
 Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



Thank you for your attention.

Best wishes

Matt

MATT BAGGOTT

Brian Rea
Chairman
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG



Brian Rea MBE JP
Chair

Date: 31 August 2012

Mr Matt Baggott
Chief Constable
Brooklyn
65 Knock Road
BELFAST
BT5 6LE

Dear Matt

COMPLAINT

Thank you for your letter of 9 August 2012. I have reviewed all the correspondence relating to this matter and, taking into account the views of the Corporate Policy, Planning & Performance Committee, conclude that the Board does not wish to pursue the matter.

The transcript of the Good Morning Ulster Programme would indicate that Union members perceived the content of certain e-mails as intimidating but without sight of the e-mails there is no question that the Board would wish to instigate a complaint investigation and there has been no request of that nature by a member of the public or Union officials.

With regard to Mr Kelly's comments on Good Morning Ulster, I would emphasize that Mr Kelly was not representing the view of the Board on this matter; he was speaking as an elected representative, who is a Member of the Policing Board. No complaint has been made to the Board and I cannot therefore ask for it to be withdrawn.

I agree with your view that in the future if Policing Board Members believe that there has been misconduct by Senior Staff, whether perceived or actual, such matters should be referred properly through the Policing Board so that the necessary guidance and support can be given to all concerned.

Yours sincerely

A handwritten signature in black ink, appearing to read "B. Rea", with a horizontal line underneath.

BRIAN REA MBE JP
Chairman

Northern Ireland Policing Board
Waterside Tower, 31 Clarendon Road, Clarendon Dock, Belfast BT1 3BG
Tel: 028 9040 8500 Fax: 028 9040 8533 Textphone: 028 9052 7668
Email: information@nipolicingboard.org.uk Web: nipolicingboard.org.uk

195924

Ref:

Confidentiality Agreement

Whilst assigned to the Police Service of Northern Ireland as an Associate or Temporary Worker you will, as part of your contractual agreement, maintain the standards of conduct as set out in the PSNI Staff Handbook as it applies to police staff. The Section can be accessed on www.dfpni.gov.uk/6.01-standards-of-conduct.pdf . You also agree and co-operate with all statutory agencies including the Police Ombudsman's Office.

In addition you are subject to the Official Secrets Act 1989. An explanatory leaflet summarising the provisions of the Act as they affect PSNI Employees, Associates and Temporary Workers who undertake work or assignments on behalf of the PSNI has been forwarded to you previously in your starter pack. You should read it carefully.

Any breach of these provisions may result in cessation of your temporary work assignment and in certain circumstances criminal or civil proceedings.

I solemnly declare that I will adhere to the codes and practices set out above, and any other relevant policies or procedures set by the PSNI relating to my assignment, that they form part of my contractual terms and that a breach may result in cessation of my temporary assignment.

Associate/Temporary Worker's Signature: _____

Associate/Temporary Worker's Name:

Date: _____

Correspondence of 13 November 2012 from NIPSA

YOUR REF

OUR REF

nipsa

The Leading Public Service Union

Brian Campfield General Secretary

Ms Michaela Boyle MLA
Chairperson
Public Accounts Committee
Room 371, Parliament Buildings
Ballymiscaw
Stormont
BELFAST
BT4 3XX

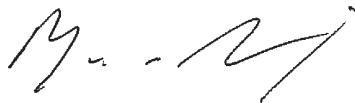
13 November 2012

Dear Michaela

POLICE SERVICE OF NORTHERN IRELAND: USE OF AGENCY STAFF

I enclose a submission on behalf of NIPSA to the Public Accounts Committee in relation to the Committee's interest in this issue. I would be grateful if you could share this submission with the members of the Committee.

Yours sincerely



RYAN McKINNEY
Assistant Secretary

Enc

Rmck13111e

**NORTHERN IRELAND AUDIT OFFICE REPORT
THE POLICE SERVICE OF NORTHERN IRELAND: USE OF AGENCY STAFF**

NIPSA Submission to Public Accounts Committee

NIPSA is Northern Ireland's largest trade union representing more than 46,000 members, mainly employed in the public sector. NIPSA has represented support staff in both the RUC and the PSNI for many decades. Following the decision earlier this year to review the PSNI use of Agency Workers NIPSA representatives met with the NIAO in the course of its investigation; we welcome the subsequent findings and recommendations contained within their report. Our members feel vindicated by the findings as they have brought many of these issues to our attention and as a consequence NIPSA has been critical of what our members refer to as a 'jobs for the boys' culture within the PSNI. We also have ongoing concerns regarding the future model for policing; in particular the current vogue for 'contracting-out' of police functions.

NIPSA representatives attended the PAC hearing on 10 October and wish to make some of our own observations which we hope will be of benefit to the Committee prior to its further consideration of the report on 28 November.

1. NIPSA continue to doubt the exactness of the claimed savings which the PSNI use to justify the over-reliance on agency workers. The PSNI claim that "the average cost of employing a temporary worker is £4,770 a year less than employing a permanent member of staff" warrants further examination if the value for money claimed is to be accepted.
2. The PSNI accept that there was a lack of control which also meant that many roles created for agency staff were not subject to sufficient job evaluation to ensure that the post was correctly graded or that there was an appropriate amount of work required to constitute a full time role. The NIAO Report does not identify what costs are associated with the rates of pay being suggested by engaging departments without proper job evaluation? Therefore the figure of £22million estimated savings (Para 5, Executive Summary) requires further examination particularly because of the refusal of PSNI to fully review the extent of overpayments.
3. There is no breakdown regarding the cost to the PSNI of training and vetting agency workers. NIPSA believe that these costs – which we believe are borne by the PSNI – have not been deducted from the claimed savings of £22 million.
4. The failure to fully prove the value for money argument is significant given the PSNI continue to contract with private security companies for the provision of agency workers. At the PAC hearing on 10 October there was confusion regarding the status of what the Permanent Secretary of the Department of Justice referred to as the contract for "further temporary workers". NIPSA are aware that one major contract has indeed commenced

and provides for up to 1000 temporary/ agency workers at a cost of up to £180million.

5. Furthermore there is an absence of information which would clarify exactly what service Grafton were paid £7.43m to provide between 2004 and 2008 (Figure 3, NIAO report). It is asserted that this provided value for money but no information is provided in terms of how many recruitment competitions were actually concluded during this time and how many staff were permanently employed as a result. This is particularly important considering there were significant numbers of temporary/agency staff 'recruited' during this time, with little advertisement whilst recruitment of permanent staff was minimal. We believe that the PAC should be satisfied that when value for money is claimed that it is a comparison between the cost of the public sector providing a service vis-à-vis the cost to the public of contracting a private concern to provide an identical service. It is vital that any efficiency claimed should not be overstated. NIPSA believe that the PAC should satisfy itself that the claimed savings of £22 million through the use of agency workers is accurate and can be verified by the NIAO. We are of the view that this can only be achieved through a comprehensive itemised breakdown of claimed savings and these figures are independently verified.
6. NIPSA are also concerned about the figures quoted in the NIAO report regarding the percentage of agency/temporary workers engaged by the PSNI. On the 10 October a number of Committee members quoted the figure of 7%, comparing it favourably with the public sector average of 4%. The NIAO report makes it clear in a footnote on page 22 that this is a percentage of the PSNI's total workforce. The figure actually represents 29% of the civilian staff. It is completely misleading to quote the figure of 7% given the fact that there are no temporary or agency police officers. The correct figure is 29% and is worryingly high, representing in our view a huge over-reliance, and substantial risk to the PSNI and one which the PAC should investigate further.
7. In addition NIPSA would question the figure used to indicate the PSNI established staff profile. For instance reference is made to a total of 7738 officers. However, 580 of these are part time officers and should not be part of the permanent staff profile. These part-time officers are paid the hours they work plus a retainer of £50 per month (lost after 3 months if no duties are worked). Their inclusion in this report alongside established permanent posts is misleading particularly given the points raised in paragraph 5 above.
8. During the period covered by the report NIPSA consistently raised concerns about the use of agency staff by the PSNI. NIPSA did so knowing that Patten placed obligations on the PSNI which would lead to challenges and often when we raised issues about temporary workers we knew that in the short-term the organisation would need to manage the loss of experience through some limited use of temporary staff. However we feel that it needs said that the organisation would have lost a significant number of staff

during this period in any event. Indeed natural wastage would have accounted for the loss of approximately 3000 police officers in the last ten years. The NIAO found that some 'temporary workers' were engaged for up to 7 years, more often than not they worked in posts which did not require police skills. We do not believe that there is any justification for this practice and urge the PAC to ensure that the use of temporary workers is minimised. NIPSA would urge the PAC to examine the potential benefits of the public advertisement of any post which has been filled on a temporary basis for more than 6 months. We would also urge the PAC to ensure that recruitment is open and transparent, incorporates best practice as outlined by the Labour Relations Agency and in line with the expectations of the Equality Commission.

9. The responsibility for the lack of accountability around procurement, appointment and management of temporary staff cannot be solely explained by the need to implement the Patten recommendations. There has in our view been insufficient administration of public funds and in the current economic climate government must ensure that this is not repeated. NIPSA feel that there needs to be an examination of the actions of the Human Resources department in relation to workforce planning and the absence of appropriate succession planning. NIPSA feel that the NIAO provides sufficient grounds for the review of all current contracts for the provision of agency workers, associates and managed services within the PSNI.
10. PSNI Support Staff have complained to NIPSA about the method of 'recruitment' which Grafton and Resource NI have used to fulfill contracts with the PSNI. There have been ongoing allegations that police officers have been approached before leaving the PSNI and have availed of PSNI resources to ensure they are attractive to the agency with which they have registered. Other complaints are that coming from a 'police family' are all that is required in order to get a job with Grafton or Resource NI. Considering that many of these 'recruits' are working alongside NIPSA members who have served in the RUC and PSNI who themselves were required to complete an application process, attend an interview and pass a substance test it is damaging to morale within the PSNI for these recruitment practices to be commonplace. NIPSA are also concerned that the public perception that these practices are the norm is potentially damaging to public confidence which may lead to increased security threat to all police staff.
11. NIPSA are strongly of the view that lessons must be learned which deal with the negative perceptions currently around recruitment in the PSNI and does so in light of the difficult funding position that the PSNI currently faces. It was disappointing that when NIPSA representatives attempted to bring some of these issues to the attention of the Policing Board the Director of Human Resources endeavoured to block us. This matter was raised during the PAC hearing on 10 October and the correspondence referred to as accordingly been appended to this submission at Annex A. NIPSA feel that this exchange reflects a resistance to scrutiny which is out-with the expectations of the public and considering how we have been vindicated by

the NIAO report we feel this was unjustifiable interference with the statutory functions of the Policing Board. This is particularly disappointing as NIPSA feel that the experience of our representatives and members is an asset to the PSNI and the NIPB and therefore our contribution should be encouraged.

12. NIPSA representatives have publically questioned whether the dependence on temporary workers is in the long term a lost opportunity in terms of recruitment of new police staff. There has been a loss of morale and a loss of permanent employee commitment and engagement. We believe the absence of succession planning has had a detrimental effect on employee development of knowledge and skills through investment in training and the long term return and resilience this assures within the PSNI. These are entirely legitimate observations in light of the NIAO report.
13. There remains a series of unanswered questions in relation to the contracts which facilitated the provision of over 2700 temporary and agency workers. In light of the current determination of the PSNI to increase their reliance on these arrangements, and considering that senior officials who were charged with overseeing these previous contracts remain in post, it is essential that any uncertainty is cleared up.
14. With reference to the 2004 variation of the Grafton contract NIPSA suspect that this was an entirely successful attempt to retain those 'temporary' workers who had already been supplied to the PSNI. As temporary workers have no TUPE protections they would not have transferred automatically to the successful bidder but as a result of the 'variation' of contract there was in effect a 'work-around' which meant no change for those temporary workers.
15. The Police Act (Northern Ireland) 2000 makes no mention of the outsourcing of anything other than the recruitment function and outlines exactly the arrangements required to do so. NIPSA reads the legislation as an enabler which allows the PSNI to contract out the recruitment process, such as advertising vacancies, managing the application process etc. however the PSNI have went further and contracted with a labour supplier. It is worth considering further what legal advice the PSNI sought and what guidance advice the NIO provided during the last ten years in relation to ability of the PSNI to outsource more than the recruitment function.
16. Patten also stated:- "There should be lay involvement, including community representatives, on recruitment panels." (Para 15.7). NIPSA would welcome consideration of the pros and cons of this recommendation particularly as a measure to bolster community confidence in light of the revelations exposed by the NIAO in their report.
17. The PAC may also wish to consider the extent to which fixed term contracts were used as a recruitment tool. NIPSA are aware that the PSNI, via Grafton, recruited staff on fixed term contracts, without any competition, which due to the duration of the contract were subsequently converted to

permanent contracts of employment. It is unfortunate that the NIAO were unable to report on this practice but it should be made clear whether the cost of recruiting these staff was factored into the efficiency savings which the PSNI claim to have achieved.

END

ANNEX A

From: STEWART Joseph
Sent: 16 May 2012 15:55
To: (NIPSA)
Cc:
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: FW: Managed Services Contract

Sharon,

please see below.

Apart from anything else there is a strong sense in PSNI that our position on this matter has, to say the least, been misrepresented to the Board.

This is likely to have serious repercussions on the harmonious working relationship that I have sought to foster over the last many years.

Joe Stewart

From: COX Michael
Sent: 16 May 2012 14:52
To: STEWART Joseph
Cc:
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: RE: Managed Services Contract

Joe

I was very disappointed to receive the email below. It does not represent a true record of my contact, through discussions and correspondence, with NIPSA in recent months. In particular I take issue with the explicit criticism of me personally, which seems to state that I have not taken NIPSA's concerns seriously. This is not the case and I reject the suggestion outright.

A briefing was given to staff side last year when the organisational approach to managing the reducing budget while maintaining capability was explained at some length. To do this, a balance across the number of officers, staff and bought in services was required. Further briefings were provided as the thinking was refined and the matter was considered at the JNCC meetings ever since. These formal arrangements have been supplemented by other face to face discussions. Indeed at the meeting with the Chief Constable on 2 April the position was spelt out again at some length. There was no expectation that there would be a meeting of minds, not least because of NIPSA's declared position on outsourcing but the expectation was that the rationale would be understood.

For completeness, I note that the outsourced arrangements have been in place for some 10 years or so. The new contract therefore is an extension of what is a well established practice. This point seems to be missed.

Turning now to the points below:

1. The question about the cost of in-house delivery is not relevant. There are no implications for staff presently delivering similar or comparable roles. Therefore, it is not a case of market testing the in-house arrangements. If that was to happen, then there would be a legitimate interest in costing. We have already given an assurance that TUPE will not be applied to our staff. That reassurance seems to have been ignored.
2. The accountability of contractor's staff to PONI is governed by the Police (NI) Act 2003, if individuals are exercising police powers then they are subject to PONI. The intent behind the question is not understood and seems potentially to be based on a faulty premise.
3. As stated earlier, the comparative numbers of officers, staff and bought in services are balanced and interconnected. That was a main message in the briefings provided to NIPSA consistently. It is the means of living within the budgetary provision and, as such, is non-negotiable.
4. This comment is not understood. The use of the managed services contract is to allow us to balance the budget and to maintain the same level of operational capability. The comparative cost of 1 officer 'buys' 2 staff or 2.5 FTE bought in services (all dependant on the roles, most obviously for the staff). The position will be even more stark if premium payments and sick absence is included.
5. If the final question is about the security funding, then it is misconceived. The managed services contract will be funded from the main grant.

If you wish to discuss further, please let me know. If you are content, I will set up a formal meeting with NIPSA to consider these matters face to face.

M

From: STEWART Joseph
Sent: 14 May 2012 15:46
To: (NIPSA)
Cc: (NIPSA); COX Michael;
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: RE: Managed Services Contract

it is imperative that we speak.

I would have expected your concerns to be drawn to my personal attention if NIPSA were not happy with the response of my staff in this matter.

At the least I would have hoped to be side copied into any letter to the Board.

I am disappointed.

The risk you run is that this matter is now highly politicised to the disbenefit of PSNI as a whole and that your concern will be manipulated as a consequence.

I feel this approach risks undermining the relationship we believed we had with NIPSA.

Joe

from:
Sent: 14 May 2012 14:32
To: STEWART Joseph
Cc:
Subject: Managed Services Contract

Joe

Picking up on my brief outline to the LTPB this morning, relating to NIPSA meeting the Resourcing and Finance Committee of NIPB on Thursday I wrote to the Chief Executive outlining the reason why we wish to speak with them as follows:

There are a number of issues we would like to raise including:

- The cost of inhouse delivery of these services are measured against outsourcing
- Accountability to PONI of contracted staff
- The scope of the contract in terms of numbers of staff to be employed now or in the future
- What/How the savings assumed with outsourcing are offset against a diminishing budget
- How the allocation of additional funding to address the deteriorating security situation presumably - being partially exhausted to provide for these contracts (core operational frontline staff roles) - can ever be recovered in terms of experience, knowledge if PSNI do not accept a long term commitment to these workers.

The great difficulty NIPSA have experienced in getting any relative information in terms of defending outsourcing from Mr Henning or through Michael to defend outsourcing has been disappointing and led to this course of action.

Of course I am happy to discuss.

Regards

Correspondence of 16 November 2012 from Mr Nick Perry

FROM THE PERMANENT SECRETARY

Nick Perry

Aoibhinn Treanor
Clerk to the Public Accounts Committee
Rom 371, Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Email: Aoibhinn.treanor@niassembly.gov.uk;
Pac.committee@niassembly.gov.uk

Rm B5.10, Castle Buildings
Stormont Estate
BELFAST
BT4 3SG
Tel: 028 9052 2992
email: nick.perry@dojni.x.gsi.gov.uk

Your reference
Our reference NP292-12; 12/454111

Date 16 November 2012

Dear Aoibhinn,

PAC Inquiry into PSNI Use of Agency Staff

Further to my previous correspondence of 5 November, in **Annex A**, I attach the outstanding information in relation to question 12, clarifying figure 7 in terms of how many agency staff were, I am advised by PSNI, deployed to officer roles. Similarly, in **Annex B**, I attach the figures from 2007 to 2011 for Appendix 10, requested more recently.

The information in relation to question 17, "Whether any officers who retired under Patten, declaring themselves fit for work, subsequently received an Injury on Duty award; if so, how many of those receiving severance and an award returned as agency staff; and whether any of those staff have had their award reduced as a result of returning to work for PSNI," will take a little longer to collate.

I will furnish you with this piece of information early next week.

Yours sincerely,



N P PERRY

Annex A

PAC Question No 12:-

Clarification of Figure 7 in terms of how many agency staff were deployed to Officer roles.

Figure 7 was taken from the PSNI Workforce Strategy November 2007. The document was used for consultation purposes. It was never formally endorsed. Indeed later versions of it had the table revised and updated. Figure 7 does not specify a particular date in March 2007 and it has not been possible to identify the date of the analysis. Therefore, an analysis has been provided of the position as at 31 March 2007, taken from the records held in the PSNI's HR Management System.

Department	Total Agency	Police Role
COMMAND	130.5	84
CRIM JUSTICE	94.25	22
CRIME OPS	112.75	52.5
CRIME SUPPT	47	38
FIN & SUPPT	20	0
HR DEPT	41.25	4
MEDIA & PR	2	0
OP SUPPORT	110.5	16
PROF STNDRDS	4	4
RURAL	67.5	11.75
SERVICE O/HD	1	1
URBAN	82	45.25
Grand Total	712.75	278.5

It is important to note that the budgeted position - main grant, Patten funded, external funding - gives 3290.25 posts at that date. The actual position including temporary workers was 3368.75 giving a difference between posts and people of +78.5. This figure will include the coverage of sickness absence and maternity leave as well.

The difference in numbers is understood to be the temporary workers provided to HET but not through Grafton. The analysis shows the approach taken in 2007 for the allocation of roles. The practice has changed significantly since then as we now have appointed members of staff to roles such as Assistant Investigating Officer and Trainee Intelligence Support Officer. Additional roles such as Call Handling have since been included as part of the 'Managed Services' contract. These changes are part of the PSNI's programme to change and modernise the workforce.

Annex B

Branch	Total Number of Requests*	Cancelled Job Orders**
Antrim DCU	1	0
Ards DCU	19	4
Ballymena DCU	16	3
Ballymoney DCU	1	0
Castlereagh DCU	4	0
Coleraine DCU	8	1
Command	74	5
Cookstown DCU	1	0
Corporate Communications	9	1
Craigavon DCU	12	1
Crime Ops	110	17
Criminal Justice	28	7
Dungannon & South Tyrone DCU	1	0
East Belfast DCU	29	7
Foyle DCU	16	5
FSS	16	5
HR	26	9
ICS	23	7
Larne DCU	2	0
Legal Services	1	0
Limavady DCU	3	2
Lisburn DCU	4	1
Newry & Mourne DCU	19	1
Newtownabbey DCU	3	0
North Belfast DCU	5	2
Omagh DCU	15	3
Ops Support	45	4
Strabane DCU	3	1
West Belfast DCU	43	6
Total	537	92

*Total number of requests not necessarily number of vacancies

**Cancelled job orders in whole or part

The branch field was not recorded at the time of data collection. Information has been assigned retrospectively. Given the timeframes available to compile this data complete accuracy cannot be guaranteed.

Breakdown of Grafton requests 1.9.2008 – 31.8.2009

Branch	Total number of Requests*	Cancelled Job Orders**
Antrim DCU	1	0
Ards DCU	21	1
Ballymena DCU	2	0
Castlereagh DCU	1	0
Coleraine DCU	12	1
Command	2	1
Cookstown DCU	3	0
Craigavon DCU	7	2
Crime Ops	85	15
Criminal Justice	50	5
Down DCU	2	0
East Belfast DCU	34	2
Enniskillen DCU	3	0
Foyle DCU	2	0
FSS	28	4
HR	36	4
ICS	10	1
Legal Services	7	0
Limavady DCU	7	2
Lisburn DCU	10	3
Newry & Mourne DCU	24	3
Newtownabbey DCU	12	5
North Belfast DCU	1	1
North Down DCU	3	1
Omagh DCU	7	2
Ops Support	21	2
Strabane DCU	2	0
West Belfast DCU	22	3
Total	415	58

*Total number of requests not necessarily number of vacancies

**Cancelled job orders in whole or part

The branch field was not recorded at the time of data collection. Information has been assigned retrospectively. Given the timeframes available to compile this data complete accuracy cannot be guaranteed.

Correspondence of 19 November 2012 from Mr Nick Perry

FROM THE PERMANENT SECRETARY

Nick Perry

Aoibhinn Treanor
Clerk to the Public Accounts Committee
Rom 371, Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Email: Aoibhinn.treanor@niassembly.gov.uk;
Pac.committee@niassembly.gov.uk

Rm B5.10, Castle Buildings
Stormont Estate
BELFAST BT4 3SG
Tel: 028 9052 2992
email: nick.perry@dojni.x.gsi.gov.uk

Your reference
Our reference NP296-12;
12/456846

Date 19 November 2012

Dear Aoibhinn,

PAC Inquiry into PSNI Use Of Agency Staff

At the previous PAC hearing, the Chief Executive of the Policing Board referred to correspondence between the Board and the PSNI in 2004-05. While not part of the detailed set of questions posed by the Committee, I am also attaching a copy of that correspondence for the information of the Committee.

Yours sincerely,



N P PERRY



Date: 10 September 2004

Mr H Orde
Chief Constable
PSNI Headquarters
Brooklyn
Knock Road

BELFAST

Dear Chief Constable,

As Chair of the Audit and Best Value Committee I would ask for your co-operation as Accounting Officer for PSNI in respect of a concern which has been raised with me regarding the procurement of a specific contract within your organisation. This concern relates to the "Agency Support Staff" contract awarded to Grafton Recruitment and whether proper government procurement procedures were followed during its letting.

I would appreciate if you would direct your Internal Audit services to examine the letter of this contract from initial specification to final award and report/present their findings to my Committee at its November (25th) meeting.

Thank you for your assistance in this matter and I look forward to your report.

Yours sincerely

FRED COBAIN
Chair of Audit & Best Value

Trevor Reaney
Chief Executive

Date: 4 April 2005

DCC P Leighton
PSNI Headquarters
Brooklyn
Knock Road
BELFAST

Dear DCC Leighton

Following our meeting on 30 March, I thought it would be helpful if I confirmed the key points of our discussion and follow up actions. The first issue discussed related to the contract for the recruitment of agency staff and the perception that exists that no separate contract was tendered for but rather, Grafton received the work on the back of the contract they had won for the recruitment of permanent employees. Helpfully, Michael was able to confirm at the meeting that there were in fact two separate procurement exercises and contracts, and you agreed to supply details of the procurement process for the agency staff contract.

The second issue related to the widespread concern that ex-offices are somehow being “targeted” for civilianised or agency posts. You will recall that we emphasised the fact that none of those who had relayed their concerns to Board Members had a desire to prevent ex-offices from applying for such posts, but rather it was the perception that the process was being managed such that only ex-officers could meet the needs of certain person specifications or that ex-offices were being directly contacted by Grafton staff and told to apply for certain posts. We all acknowledged the damage that such perception could do to the organisation and you undertook to obtain figures of former officers currently engaged by Grafton and Lisburn Security on PSNI work. You also suggested that it would be useful to meet with Grafton to ask them to put forward proposals on how the perceptions could be countered.

On a related matter, there was a discussion round how posts suitable for civilisation could be prioritised in such a way so as not to feed these perceptions. It would be helpful, and this matter came up at the Human Resources Committee meeting on 31 March, to have written confirmation of the number and types of posts that fell into the 120 posts ear-marked for civilianisation.

Finally, we discussed the review of the role of Personnel Managers and associated structures, and there was broad consensus that perhaps that perhaps Grafton, because of their particular areas of expertise, may not be best placed to undertake such a review.

You had mentioned other options for undertaking the review and, acknowledging that this review is not now proceeding, pending the structures debate being clarified, I would welcome some feedback in due course on how you plan to conduct this review and your choice of reviewer.

Can I thank you for taking the time to discuss these matters with us and I look forward to your comments in due course.

Yours sincerely

TREVOR REANEY
Chief Executive
202021

Date: 28 April 2005

Mr Trevor Reaney
Chief Executive
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
Belfast
BT1 3BG

Dear Trevor

Thank you for your letter dated 4 April 2005 confirming the key points of our discussions and the follow up actions. I will deal with each issue in turn. I am sorry not to have come back sooner.

I have attached a copy of the specification that was used for the appointment of an agency to provide temporary staff to the RUC, which was awarded to Grafton in 2001 along with two other agencies, Kennedy Recruitment and Reed. In June 2004 after receiving advice the Procurement Unit, Grafton Recruitment became the sole provider of temporary resourcing solutions.

With regard to the recruitment and selection of ex-police officers, I can categorically state that Grafton Recruitment does not have access to confidential information such as the names of police personnel leaving the service. Anyone can register with a recruitment agency seeking temporary work. Grafton meet with interested individuals once they register and set up an interview to ascertain their particular areas of work they wish to be considered for, and their suitability to be put forward for particular assignments. All applicants seeking temporary work are asked if they would consider working within a police establishment. If people indicate that they are interested in working with the PSNI, when an opportunity arises, suitable CVs are issued to the PSNI for consideration against the requirements of any particular role. Once selected, security clearance is followed through and the person is engaged for a given period of time.

We refute any allegation that job descriptions and person specifications were written specifically to facilitate ex-police officers. If Board Members would like to provide evidence of such occasions where they feel this has happened, then we will certainly investigate the matter further. All criteria included within a personnel specification are considered, not only in line with information benchmarked to comparable posts, but also by Occupational Psychologists who independently validate the documentation prior to advertising. The dual purposes are to ensure the link to the role is strong, and there is no adverse impact on any group. Grafton Recruitment would be more than happy to meet with you or your representatives to discuss countering the perceptions presented via Members of the Board in respect of this matter. The generality of the issue of selection criteria is considered routinely. The specific point will be raised at the next contract management meeting.

Our contractors who provide a security guarding service are seeking permission from those currently employed by them to release personal information regarding their employment history. This is a Data Protection issue over which we have no control. However, of those engaged via Grafton Recruitment agency, only 9% of those who have left the service as police officers since November 2001 have been engaged as agency workers by the PSNI. These have been a wide variety of roles within General Administrative Support, Scientific Support, Crime Operations, HR and Information and Communications Services. As at 18th April 2005 this equates to 170 people.

The use of agency staff, irrespective of their previous employment history, is to give the PSNI flexibility during the current period of change, restructuring and uncertainty. This allows us

to handle issues such as the Causeway Project, Typing Review and lack of certainty about funding levels over the longer term. To fill vacant posts with permanent staff at such a time could result in staff over the longer term being made redundant. This is something we would wish to avoid.

I have attached a copy of the draft recruitment plan for the delivery of the civilianisation programme. This has yet to be ratified by the Departmental Heads, with lead responsibility. We will reassess the plan once this has happened to ensure that the priorities are set in accordance with organisational need. The following competitions will be subject to the 50:50 appointment arrangements:

- Explosives Inspectors
- Foundation Trainers
- Holmes Managers
- Disclosure Officers
- Firearms Trainers
- Crime Prevent Officers
- Firearms Enquiry Officers
- Exhibits Officers
- Station Enquiry Assistants

A meeting is being convened to sort out the practicalities, including the optimum timing of the recruitment competitions and prioritisation requirements.

You state that Grafton Recruitment is not competent to carry out organisational reviews. I do not accept this assertion. Grafton as part of their recruitment role is required to consider where the post fits into organisational structures. This is comparatively routine work and we would not commission them to do it if they were not competent to do so.

The projected position on the gender markings of police officers is attached.

I hope this is helpful.

MICHAEL COX

Deputy Director of Human Resources

Trevor Reaney

Chief Executive

Date: 14 June 2005

DCC Paul Leighton
PSNI Headquarters
Brooklyn
Knock Road
BELFAST

Dear DCC Leighton

I refer to our meeting held on 30 March regarding various Human Resource issues and my subsequent letter dated 4 April. I also refer to Michael Cox's reply of 28 April, and two questions which were put to the Chief Constable at the Board meeting held on 2 June.

There are a number of points arising from Michael's reply and the answers to the questions at the Board meeting. I would be grateful if you would arrange for the points noted below to be considered. I am copying the letter to Michael.

Thank you for your personal involvement in these issues.

Dealing with each of Michael's comments in turn:

Contract to Provide Agency Staff

My understanding of these issues, from our meeting on 30 March, was that there have been 2 tenders for the provision of agency staff in 2001 and 2004 (and one for permanent staff in 2002). However, Michael's reply refers only to a change in the provision arrangements "after receiving advice from the Procurement Unit".

Can you clarify the nature of that advice or, if a tender exercise was conducted, provide us with a copy of the tender documentation. The "Invitation to Tender – specification of Requirements" document would be helpful for both the 2001 and 2004 exercise as it sets out the nature of the work to be undertaken; time scales etc.

Would it also be possible to have an indication of the business that was conducted by both Kennedy and Reed on behalf of PSNI, in the period 2001-2004, such as the number and type of posts filled using their services, prior to Grafton assuming sole responsibility for the provision of agency staff.

Recruitment and Selection of Ex-Police Officers

It is important to re-emphasise, as stated at the 30 March meeting, and again at the June Board meeting, that no Board Member has a desire to prevent ex-officers from applying for civilian posts in PSNI, either permanent or temporary. Essentially there are three points to consider:

- Some Board Members were aware that a perception exists that ex-officers are being "targeted" for police positions – a perception that you accepted needed tackled.
- The evidence (40% of agency staff being ex-officers, excluding the number of ex-officers who are employed by Lisburn Security Services), that a significant proportion of posts go to ex-officers and how this fed the perception highlighted above and in some Members' view was not in keeping with the spirit of Patten.
- The need to choose posts for civilianisation where the desirable criteria is such that not only ex-officers are capable of meeting them.

As you know, two questions were put to the Chief Constable at the June Board meeting on the latter two issues, but on the first point I would be grateful if you could confirm as and when a meeting with Grafton to discuss the perception issues, takes place. Given that the concerns

of some Members have been relayed to the Service, it is our expectation that the Service, who contract and manage Grafton, will now meet with them to discuss how the perception issues can be tackled. As explained at the June Board meeting, we need to work together to tackle these issues.

At the meeting held on 30 March, it was also indicated that there appeared to be inconsistencies in the criteria developed by Grafton for other positions such that certain posts in the personnel field required CIPD membership yet others, also in that field but at a higher grade, did not. There may be other examples and no doubt Grafton could review this. I would similarly be grateful if this issue could be discussed at the meeting with Grafton.

Data Protection Issues

The rationale for non-provision of information on Lisburn Security staff is unclear (because of Data Protection), but for such information to be readily available to Grafton staff working for PSNI. Individual staff details are not being sought. Rather it is the number out of the total 147 staff employed by Lisburn Security Services which are ex-officers. In an answer to a Board question in May 2004 the Director of Human Resources indicated that this was likely to be in the region of 130. Can you confirm the up-to-date position? The fact that the security service is a contracted-out service is understood.

Can you also clarify that the figure of 170 referred to in paragraph five of Michael's letter refers to 170 ex-officers within the pool of 416 agency staff engaged through Grafton.

Retirement/Civilianisation Plans

I am grateful to Michael for the information he has provided on some of the 50:50 competitions in the coming year; the ongoing and planned support staff external campaigns as well as details of those administered from September 2002 to date. However, while it is stated that the information shows the civilianisation programme, it is not clear which recruitment campaigns are for civilianised posts as opposed to normal recruitment of civilian staff. I understand that discussions have recently taken place with department heads on this issue, and perhaps a confirmed list of posts to be civilianised in the coming year(s) could now be provided.

Review of Role/Effectiveness of Personnel Managers

At the meeting on 30 March it was understood that the review to be undertaken by Grafton was a review of the role and effectiveness of the Personnel Managers, rather than an organisational review and, that being the case, you had accepted that Grafton, while obviously competent in certain fields, may not be best placed to conduct this review. I would be grateful for clarity on the nature of this review, and how PSNI intend to progress it.

Finally, the projected gender composition of police officers referred to in the final paragraph of Michael's letter was not attached.

Again, thank you for your personal involvement in these issues.

Yours sincerely

TREVOR REANEY

Chief Executive

Correspondence of 23 November 2012 from Mr Nick Perry

FROM THE PERMANENT SECRETARY
Nick Perry



Department of
Justice
www.dojni.gov.uk

Aoibhinn Treanor
Clerk to the Public Accounts Committee
Room 371, Parliament Buildings
Ballymiscaw
BELFAST BT4 3XX
Email: aoibhinn.treanor@niassembly.gov.uk;
pac.committee@niassembly.gov.uk

Rm B5.10, Castle Buildings
Stormont Estate
BELFAST BT4 3SG
Tel: 028 9052 2992
email: nick.perry@dojni.x.gsi.gov.u

Your reference
Our reference NP299-12;
12/465595
Date 23 November 2012

Dear Aoibhinn,

PAC INQUIRY INTO PSNI USE OF AGENCY STAFF

Further to my letter of 19 November, the work in producing the information requested in question 17 is not yet complete. The delay has been caused by the fact that the information is not held by one organisation, rather different strands are held by three separate organisations:

- the Policing Board hold the data set on Injury on Duty awards;
- the PSNI hold the data set on officers who retired under Patten; and
- Grafton hold the information on who returned as agency staff.

At the moment I am afraid that the organisations are unable to tell me when the exercise will be completed. While the information is not yet available, the Committee may find it useful if I set out some background information relating to the question the Committee has asked.

There is no provision in the [Patten] severance regulations requiring a signature from the officer that he was to declare himself fit for work before receiving severance payments.

The PSNI voluntary severance information booklet (at paragraph 6.2) states that police "officers who have been recommended ... for medical retirement may not have their application for voluntary severance considered until the decision is known ... the voluntary severance arrangements will not apply to officers who have been retired on medical grounds." [Subsequent, post-early retirement ill-health and injury claims are not specifically covered.]

- 2 -

The Severance Regulations provide (regulation 8) that a police officer who leaves under severance and returns as a police officer within five years is required to repay severance lump sums and pension is abated. This provision was specifically not applicable to a former officer who joined the PSNI in a civilian capacity or a police force in Great Britain.

Applicants applying for an Injury on Duty Benefit must have ceased their employment as a police officer in the RUC/PSNI to be considered eligible. A serving police officer cannot be considered for IoD. An applicant must be considered permanently disabled as the result of an injury received in the execution of duty to receive IoD.

In your email to me of earlier today you also asked for information supplied to the Policing Board about 'agency staffing numbers along the line'. The Board have made available the attached document which I think is the one you were seeking. My understanding is that it has not been agreed with the PSNI; they have indicated that they have prepared a similar document which can be shared with the Committee on Monday if that were thought helpful.

Yours sincerely,



N P PERRY

**TIMELINE ON BOARD COVERAGE OF TEMPORARY/AGENCY/MANAGED STAFF
PRE 2010**

22 March 2002	Chair of Personnel & General Purposes Committee (P&GPC) (predecessor to HRC) advises Committee that following recent press coverage she has requested information on the number of RUC officers who had left the Service and subsequently took up employment in civilian posts, and the nature of the posts.
2 May 2002	<p>Board (Private Session) receives a presentation from PSNI Human Resources on an “integrated human resources planning model 2002-2010”. Board discusses lack of progress with civilianisation and that the issue needs to be urgently addressed.</p> <p>Board (Public Session) questions the Chief Constable on Civilianisation and is advised that the PSNI is in the process of tendering to outsource recruitment for civilian staffing, and it will be done in accordance with GPA guidance etc.</p>
17 May 2002	<p>P&GP Committee provided with letter advising:-</p> <ul style="list-style-type: none"> • PSNI do not record the previous employer of any member of civilian support staff, therefore it would be labour intensive to search over 400 personal files; • If any such staff were employed they could have been appointed in open competition; • There were a small number of retired members of PSNI/RUC employed by staffing agencies who are providing temporary services to PSNI. Details to be provided in 2/3 weeks. <p>P&GP Committee requests copy of PSNI policy on re-employing former staff on a temporary or consultancy basis.</p>

21 June 2002	<p>P&GP Committee considers letter re employment of former officers in civilian roles and agrees to ask for the following:-</p> <ul style="list-style-type: none"> • Breakdown of 23 retired officers employed during April on operational type duties; • Breakdown of any former officers employed on non-operational duties; and • Breakdown of retired officers currently employed as consultants.
16 August 2002	<p>P&GP Committee discuss response times to information requests from PSNI and agree in respect of former officers that response should have deadline of next Committee meeting.</p>
4 September 2002	<p>Arising from the minutes of the P&GP Committee meeting of 21 June 2002, the Board (Private Session) agree that correspondence between the Committee and Command Secretariat in respect of the re-employment of RUC officers should be circulated to all Board Members.</p>
27 September 2002	<p>P&GP Committee notes letter dated 24 September from the PSNI on former officers employed on civilian duties, and agree letter to be sent to Chief Constable noting the high level of re-employment of officers who left on severance, and asking the Chief Constable how long he expects this to continue.</p> <p>P&GP Members express awareness that agency staff will be used to expedite civilianisation opportunities while 50:50 civilian recruitment is being implemented.</p>
3 October 2002	<p>Board endorses PSNI Human Resource Strategy.</p>
18 October 2002	<p>P&GP Committee notes letter to Chief Constable dated 14 October 2002 requesting timescale on retention of agency staff.</p>
6 November 2002	<p>Board meeting (Private Session) – in response to a question the Chief Constable indicates he will supply figures on the number of officers who had taken severance, and then subsequently were re-employed in civilian roles/posts as opposed to officers employed through agency or temporary contracts.</p> <p>With regard to PSNI policy on the employment of officers in permanent vacancies who had taken severance, the Chief Constable advised that civilian recruiting was outsourced through an agency.</p>

15 November 2002	<p>P&GP Committee notes HR Planning Strategy (Workforce Plan) ratified by Board. P&GP agree questions to be put to the Chief Constable at the Board meeting regarding the re-employment of former RUC officers in civilian post, the high number and related costs involved with employment of agency staff.</p> <p>P&GP highlight that response to letter of 14 October to Chief Constable regarding timescale for continued re-employment of officers remains outstanding.</p>
5 December 2002	<p>Board (Public Session) questions the Chief Constable about the number of officers who have taken severance and were subsequently re-employed in civilian roles (not including agency/temporary contracts). Board advised 7 ex-officers employed as full-time civilians. In addition, through agencies PSNI have further 95 support staff and 117 operational staff, but they are not employed by PSNI!</p>
13 December 2002	<p>P&GP Committee notes letter of response from Chief Constable dated 12 November and the Chair and Vice-Chair will meet with PSNI HR Director to seek clarification on outstanding issues.</p>
31 January 2003	<p>P&GP Committee advised that employment of former RUC officers in civilian posts would be covered in presentation later in meeting.</p> <p>P&GP Committee receives presentation from Director of Human Resources and recruitment consultant. Committee advised new civilian recruitment campaign is planned and would be underway shortly.</p>
6 February 2003	<p>Board (Private Session) questions the Chief Constable regarding the need to optimise the number of civilians in post.</p>
7 May 2003	<p>Board (Private Session) seeks update on progress on cold case reviews and how much longer additional detectives brought in to work on the cases will be required. PSNI advised that in respect of major crime reviews, that agency staff will continue to be required on the present level of demands.</p>
22 August 2003	<p>Human Resources Committee (HRC) receive research carried out by Grafton Recruitment on PSNI civilian recruitment.</p> <p>HRC notes paper detailing all civilian recruitment competitions administered by Grafton since June 2002.</p>

26 September 2003	<p>HRC advised the Chief Officer responsible for progressing civilianisation review is the Deputy Chief Constable (DCC).</p> <p>HRC receives presentation on implementation of Human Resources Strategy from PSNI representatives and independent observer.</p>
3 December 2003	<p>Board (Public Session) asks how long PSNI expect to continue to spend on agency staff (currently £3.4m), and how many agency staff are filling posts intended to be part of the Civilianisation programme.</p> <p>PSNI advised that under the local financial management scheme, it is a matter for local District Commanders to decide how best to fill vacancies.</p>
12 December 2003	<p>Finance & General Purposes Committee – PSNI advised that changes in staffing assumptions, following the HR Workforce Plan resulted in increased pay costs for which there was no budgetary provision in the current financial year – additional cost of police agency and seconded officers is £1.5m.</p>
19 December 2003	<p>HRC advised of PSNI opinion that there is no longer a need for the Recruitment Working Group. The Chair of Board to write to Chief Constable stating strongly that Working Group should continue, and be represented by PSNI at Senior Director level.</p>
30 January 2004	<p>HRC receives update from PSNI and Independent Observer on HR Resource Strategy.</p> <p>HRC notes no response to Chair's letter to Chief Constable regarding withdrawal of PSNI representation from Recruitment Working Group. HRC agree Officials to contact DCC to progress the matter.</p>
26 March 2004	<p>HRC advised that PSNI consider original purpose of Recruitment Working Group to have expired. New Terms of Reference for new Working Group being developed for agreement with PSNI and NIO.</p>
12 May 2004	<p>Board (Public Session) questions Chief Constable on the total expenditure in 2003/04 on existing agency staff; how many agency staff are employed and how many are ex-police officers and how the agency contracts were awarded. PSNI advised – total expenditure on agency staff was £7.9m; average number engaged was 464; 130 out of 464 is the average number of those with a policing background; contracts all subject to tender action and procurement in accordance with government procurement guidelines.</p>

28 May 2004	<p>HRC receive presentation from Deputy Chief Constable, PSNI reps and Independent Observer on Human Resource Strategy.</p> <p>HRC requests information on what posts were civilianised by the employment of 140 agency staff in Lisburn, and where the officers previously deployed are now located.</p>
30 July 2004	<p>HRC notes response awaited regarding the employment of 140 agency staff in Lisburn, and agrees response should be expedited. Board Director to discuss delays in responses from PSNI with Chief Executive.</p>
5 August 2004	<p>Issue of award of contract to Grafton Recruitment is raised by Committee with Chief Constable.</p>
10 September 2004	<p>Chair of Audit & Best Value Committee to the Chief Constable - Award of Contract of Grafton – requesting PSNI Internal Audit Services examine the letting of this contract from initial specification to final award, and report/present their findings to 25 November Audit Committee.</p>
24 September 2004	<p>HRC receives briefing from Chief Constable, PSNI representatives and Independent Observer on the Human Resources Planning Strategy.</p> <p>Paper to HRC - Treasury Approval for Patten Non-Severance Business Case – civilianisation programme - £16m over 3 years. PSNI required to show how they intend to monitor and report on the savings/efficiencies the additional 300 civilians are expected to generate, together with anticipated growth in frontline policing towards the 70% target.</p>
29 September 2004	<p>Letter from Chair to NIO - Requesting that the Board is kept informed of the progress in the requested savings/efficiencies.</p>
24 October 2004	<p>HRC notes response received from PSNI in respect of recruitment of agency security staff (Lisburn).</p>
4 November 2004	<p>Board (Public Session) raise the issue of 50:50 recruitment of civilian staff.</p>
25 November 2004	<p>Fax from PSNI Command Secretariat to Chair of Audit & Best Value Committee – the contract was awarded to Grafton in accordance with government procurement. We (PSNI HR) are content with the process adopted and the services offered under the contract and see no cause for referral to Internal Audit.</p>

26 November 2004	HRC receives update from PSNI representatives and Independent Observer on HR Strategy.
16 December 2004	Board endorses draft final PSNI HR Planning Strategy.
31 March 2005	HRC receives briefing from PSNI representatives and Independent Observer on HR Strategy.
4 April 2005	<p>CE to DCC in a letter raises the issue of the contract for the recruitment of agency staff and the perception that exists that no separate contract was tendered for, but rather Grafton received the work on the back of the contract they had won for the recruitment of permanent employees. CE in a letter says “helpfully MC was able to confirm at the meeting (30 March) that there were in fact two separate procurement exercises and contracts, and you agreed to supply details of the procurement process for the agency staff contract.</p> <p>PSNI HR responds for DCC and confirms at the 30 March 2005 meeting that there were two separate procurement exercises and contracts, and details were to be supplied of the procurement process.</p>
28 April 2005	<p>PSNI HR MC to CE replies in writing – states “I have attached a copy of specification used for the appointment of an agency to provide temporary staff, awarded to Grafton in 2001 along with two other agencies, Kennedy Recruitment and Reed. In June 2004 after receiving advice from the Procurement Unit, Grafton became the sole provider of temporary resourcing solutions”.</p>
2 June 2005	<p>Board (Public Session) questions Chief Constable on employment of agency staff – 40% of current 416 agency staff being ex-officers; is this compatible with the spirit of Patten; will the Chief Constable undertake a review; pre-planning of some of the posts for ex-officers; 40% of agency staff being ex-officers impacting on confidence building measures. PSNI advise that 237 of those officers now assigned as agency workers, 171 had left the Service under the voluntary severance scheme.</p> <p>Reply to Question from Board to Chief Constable re Ex-Officers being Recruited to Civilian Posts</p> <p>Chief Constable advises that the current arrangements of the temporary staff were set up in consultation with the Procurement Unit and in line with Recruitment Best Practice.</p> <p>In terms of the civilian security guards, that is</p>

	<p>contracted out work. They are not employed by us; they are employed through an agency who are given a specification of people, for example, to guard our police stations. That was done through the Government Procurement Service, we did not arrange who got the contract; it was done through the NIO and the Procurement Services.</p>
14 June 2005	<p>CE to DCC regarding PSNI HR reply of 28 April 2005 – CE again refers to meeting of 30 March 2005 and PSNI HR response to his letter of 4 April 2005. CE states that “My understanding of these issues, from our meeting on 30 March, was that there have been 2 tenders for the provision of agency staff in 2001 and 2004 (and one for permanent staff in 2002). However, MC’s reply refers only to a change in the provision arrangements “after receiving advice from the Procurement Unit”.</p> <p>Can you clarify the nature of that advice or, if a tender exercise was conducted, provide us with a copy of the tender documentation. The “Invitation to Tender – Specification of Requirement’s document would be helpful for both the 2001 and 2004 exercise as it sets out the nature of the work to be undertaken; time scales etc.”.</p> <p>CE also requested an indication of the business conducted by Kennedy and Reed, in the period 2001-2004, prior to Grafton assuming sole responsibility for the provision of agency staff.</p>
14 July 2005	<p>DCC to CE – PSNI advised that Grafton, Kennedy and Reed got the contract to provide temporary staff to the RUC and, following advice from Procurement Unit, to the effect that the existing Grafton contract (for the provision of permanent staff) could legitimately be extended to cover the provision of temporary staff, allowed Grafton to become the sole provider of temporary/agency staff to PSNI. He attached a copy of email from Procurement Unit regarding viability of using existing contract for the recruitment and selection of support staff to the PSNI.</p> <p>Re business conducted by Kennedy and Reed in 2001-2004, PSNI cannot detail the specific number of staff assigned through agencies; they have advised that Kennedy provided administrative support staff and fingerprint experts while Reed focused on specialist posts such as financial support staff.</p>

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<p>26 August 2005</p>	<p>HRC receives briefing from PSNI representatives and Independent Observer on HR Strategy.</p> <p>HRC notes paper relating to the award of contracts to recruit agency staff and related civilianisation matters and agrees that a letter should be sent to Procurement Unit asking for clarification on the criteria applied to contract extensions.</p>
<p>6 October 2005</p>	<p>HRC asked PSNI Command Secretariat for information explaining the rules relating to procurement which permit the extension of contracts in circumstances where the new component is of such a high value. Particular question posed over whether any contract which does not specifically exclude a new area of activity may be extended in this way. Information requested for 28 October Committee.</p>
<p>26 October 2005</p>	<p>PSNI to HRC – advice from the Procurement Unit states that when considering effecting any variation to an Agreement, one must take care to ensure that the proposed change or changes is/are not so substantial as to take the services outside the original procurement.</p> <p>Two main considerations:</p> <p>Does the change substantially alter the nature of services agreed at contract award? In this case there is clear linkage between the selection of permanent staff and temporary staff, i.e. they are different elements of the same discipline – selection of police staff for the PSNI.</p> <p>Does the change substantially affect the value of consideration payable under the Agreement? The Procurement Unit contacted the Office of Government Commerce (OGC) with a request for guidance on this matter. OGC did not advise a threshold for the value of change controls applied to a contract that if triggered, would necessitate re-tendering as a serious consideration. OGC’s guidance is that if the Variation/Change Control does not substantially alter the nature of services agreed at contract award, and that the terms of the Variation/ Change Control are such that best value continues to be achieved, then OGC see no impediment to effecting a Contract Variation to make provision for the additional requirement.</p>
<p>28 October 2005</p>	<p>HRC notes content of letter sent to PSNI regarding procurement process followed in respect of the contract for the appointment of temporary staff.</p>

	HRC discusses the number of ex-police officers employed in PSNI as agency staff in civilian posts.
16 December 2005	<p>HRC receives briefing from DCC, PSNI representatives and Independent Validator on the Human Resources Planning Strategy.</p> <p>HRC discuss the continuing high number of agency staff employed by PSNI.</p> <p>HRC agrees letter to be issued to DCC regarding Members' concerns and the requirement for a greater degree of urgency and a more strategic approach.</p>
27 January 2006	<p>HRC receives a presentation on recruitment and selection of support staff from Chief Constable, PSNI reps and Grafton. The presentation includes details of statistics on temporary staffing. Discussion on ex-police officers being able to apply for temporary posts on the same basis as the public and ex-officers with severance payments recommending employment with PSNI in a temporary civilian capacity.</p> <p>Discussion also includes the process for employing temporary staff from Grafton.</p>
22 March 2006	HRC receives a briefing from Independent Validator and PSNI on HR Planning Strategy 2005-2008.
25 April 2006 (new Committee)	HRC receives first day brief, including PSNI HR Strategy 2005-2008, and monitoring trends and patterns in the recruitment of police and support staff.
9 August 2006	HRC receives briefing from the Chief Constable and Independent Validator on PSNI HR Planning Strategy 2005-2008 (including PSNI support staff and disengagement from NICS).
13 September 2006	HRC receives a presentation from Grafton on appointment of PSNI and support staff. Discussion includes the recruitment process for temporary positions in PSNI.
14 December 2006	HRC receives briefing from PSNI and Independent Validator on PSNI HR Planning Strategy 2005-2008.
10 January 2007	HRC agrees that the Board should be represented at meetings in respect of the tendering exercise for the awarding of a contract for the appointment of civilian staff, including temporary staff, by an Official in an observer capacity.

14 February 2007	HRC notes paper on recent statistics relating to PSNI civilian recruitment competitions carried out by Grafton Recruitment.
6 June 2007	Board Public Session – the Board question the Chief Constable regarding vetting standards for civilian staff (including agency staff).
13 June 2007	HRC receives a briefing by the Independent Validator and Director of HR on the HR Planning Strategy, including PSNI support staff and disengagement from NICS – LINKS project.
9 August 2007	HRC agrees that an Official should represent the Board on the LINKS Tripartite Working Group. HRC receives presentation from LINKS Project Director.
11 October 2007	HRC receives a briefing by the Independent Validator and Director of HR on the HR Planning Strategy.
8 November 2007	HRC receives update presentation from LINKS Project Director.
6 December 2007	Board written question – how many civilian workers or contractors currently employed by the PSNI are current or former members of the British Army or former members of the RUC/PSNI? Board advised that the information is not recorded for contracted employees, or contractors, but advised 23 police staff members are former RUC officers and 24 are former members of the PSNI!
14 February 2008	HRC receives briefing from Independent Validator and Director of HR on the HR Planning Strategy and the PSNI response to the Strategy.
5 June 2008	Board in written questions asks for details of Grafton Recruitment contract renewal; contract advertisement; length of contract; Human Resource Strategy 2008-11 timetable; number and costs of police and civilians in HR, Finance and Operational Support (including details on agency staff).
12 June 2008	HRC agrees the Strategic Monitoring Framework as a basis for monitoring the PSNI Human Resources function within the current year. HRC agrees to accept LINKS/Workforce Modernisation Project and draft Police Support Staff (Transfer of Employment) Regulations NI 2008.

3 July 2008	Board (Public Session) discuss use of agency staff to fill detective vacancies with ACC Crime Operations.
10 July 2008	HRC, in considering the Strategic Monitoring Framework resolves that in order to monitor the HR function effectively, the Board should seek external advice as appropriate.
2 October 2008	Board written questions seek details of total spend of HR Department; employees by rank and grade in HR Department ; spend on Grafton Recruitment 2003-2008; spend on recruitment and date of last procurement process to award contract for recruitment purposes.
2 October 2008	Board (Public Session) questions the Chief Constable about the use of former officers in HET, regarding Operation Ballast.
9 October 2008	HRC agrees to commission a contract to appoint an Independent Human Resources Advisor to quality assure the Board's Human Resources Strategic Monitoring Framework. HRC receives a presentation from Grafton on the recruitment of police staff. HRC receives a copy of the draft People Strategy for Policing (NI) and briefing from the Deputy Director of HR.
6 November 2008	Board written question – how many Federal Security Group employees are former members of the RUC? PSNI advise that police do not hold employee history of employees of their contractors/suppliers.
8 January 2009	HRC receives presentation on PSNI People Strategy for Policing in NI from the Director of HR.
5 March 2009	Board (Public Session) queries 70 agency workers in HET being laid off, and the lack of independence of police investigators in HET.
12 March 2009	HRC notes details of costs of the recruitment contract for Grafton Recruitment and Consensia Partnership 2008/09. HRC agreed letter to be sent to PSNI regarding plans for recruitment post Patten.
14 May 2009	HRC notes the costs of the recruitment contracts for Grafton , including costs in respect of recruitment undertaken by Spengler Fox. HRC notes workshop on Workforce Modernisation arranged for 10 December 2009.
18 June 2009	HRC approves revised PSNI People Strategy and the strategic direction set out in the Strategy.

10 September 2009	HRC considers paper on deployment of officers and staff within the PSNI. HRC requests presentation from PSNI to include detailed explanation on the future number of officers required.
1 October 2009	Board (Private Session) is informed by DCC of plans to recruit temporary staff to release officers on the ground, and Members indicate they would seek clarification concerning this matter at a later date.
12 November 2009	HRC notes letter from Chief Constable to Chair of Board re Workforce Modernisation. CPPPC meets with Chief Constable and agrees consideration of initiatives contained in letter from the Chief Constable to be considered at a future meeting.
3 December 2009	Board notes letter from the Chief Constable dated 30 November re Workforce Modernisation.
11 February 2010	HRC notes a paper in relation to the monitoring information relating to the recruitment of police trainees and police staff to the PSNI. HRC agrees that further information should be sought on the number of agency staff and the long term plans within the context of workforce modernisation.
11 March 2010	HRC receives a briefing on PSNI People Strategy for Policing in NI from the PSNI Director and Deputy Director of HR, and during discussion raised the issue of the employment of agency staff and, in particular, former police officers.
1 April 2010	Board meeting receives written answers to questions regarding how many police officers and police staff recruited by the PSNI between 2005-09 previously served in the RUC. PSNI Response – there is no requirement to record this service on police staff records. Therefore it is not possible to answer the question in respect of staff.
10 September 2010	HRC Workshop receives post-Patten recruitment presentation from Deputy Director of HR. Members raise the issue of the use of agency staff by PSNI.
11 November 2010	HRC considers a paper on monitoring information contained in HR Dashboard for the PSNI People Strategy and noted the number of agency staff employed by PSNI had increased.

	Members agrees that PSNI should be asked for further information regarding the increase in the appointment of agency staff.
9 December 2010	HRC advised a response is awaited to the request for further information regarding the increase in agency staff.
13 January 2011	<p>HRC updated by Officials regarding information requested from the PSNI in relation to the reason for the increase in the appointment of agency staff.</p> <p>Members agreed that a question should be put to the Chief Constable at the next Board meeting in respect of the use of agency staff.</p>
3 February 2011	<p>Board receives written answer to question regarding the risks and how PSNI proposes to reduce the reliance on agency staff, and reduce the current numbers.</p> <p>PSNI Response – Plan to end agency worker status by 30 June 2011. The Heads of HR have developed a plan for their removal.</p> <p>Agency workers were appointed by local management. Each District/Department will have developed their own exit strategy. The Risk, Demand and Resource Committee will oversee the exercise corporately. The Chief Officer Team have undertaken to personally review each and every request for retention of staff. Decisions made will be validated by the Chief Officer Team as a whole. A template is being produced to ensure consistency across the Service.</p>
10 February 2011	HRC receives a briefing from the Deputy Director of HR regarding PSNI Dashboard Oct-Dec 2010. During discussion information on the future employment of agency staff is discussed.
11 August 2011	<p>As part of the First Day brief HRC receives an outline of the role of the Committee.</p> <p>HRC agrees PSNI should be invited to brief it on the employment of agency staff.</p>

<p>1 September 2011</p>	<p>In Board (Private Session), Members question the Chief Constable on the employment and recruitment of agency staff and consultants who were former officers.</p> <p>Board (Public Session) discussion on the re-hiring of officers involved in the investigation of the McGurk's Bar / Loughinisland cases.</p> <p>PSNI Response – Members were advised that there were no former officers employed as consultants; the number of agency staff had fallen from 600 to 370, and that PSNI reliance on agency staff was reducing. In relation to a question on barring former police officers from being recruited as agency staff, PSNI advised that it would not be legally possible, but that any former officer who had engaged in any unlawful activity would not be recruited.</p> <p>Didn't have details and offered to write on the issue. Reiterated legal constraints on the PSNI in terms of re-employing former officers as agency staff (reference made to human rights of former officers).</p>
<p>8 September 2011</p>	<p>Members enquire how decision at last HRC to invite PSNI to brief HRC on employment of agency staff was progressing.</p> <p>HRC receives a briefing from the Deputy Director of HR on Workforce Modernisation and raise the issue of the employment and recruitment of agency staff.</p> <p>HRC agrees PSNI be invited to the October HRC meeting for a detailed briefing regarding the employment of agency and managed services staff.</p>
<p>13 October 2011</p>	<p>HRC receives briefing from Director of HR on the employment of agency/managed services staff.</p> <p>HRC requests written responses on the private company carrying out work regarding PSNI agency staff.</p> <p>The Chair of the HRC to write to the Director of HR re concern at responses received.</p>
<p>10 November 2011</p>	<p>HRC considers written responses from Director of HR and notes letter sent to Director of HR expressing concern about responses given to Members' questions on 13 October 2011.</p> <p>HRC advised that responses to Members' requests would be discussed at informal meeting between the Board and PSNI Service Executive Team on 24 November 2011.</p>

1 December 2011	<p>Board considers setting up Sub-Group (Members of HRC and Resources & Improvement Committee) to consider issues relating to the employment of agency staff.</p> <p>In Private Session information sought on:</p> <ul style="list-style-type: none"> • the number of civilian staff employed by private sector firms who undertake duties with PSNI; • numerical breakdown/branches and sub-sections; and • number of civilian staff in receipt of police pensions. <p>Letter issued forwarding questions for written answer to Chief Constable on 2 December 2011.</p>
8 December 2011	<p>HRC Members express concern at delay in response from PSNI in relation to requests for information regarding civilian staff employed by private sector firms.</p> <p>Members agrees that officials provide info re contract for PSNI recruitment; request further information regarding contractors and sub-contractors who carry out HR work for PSNI; officials to provide details of Committee's role re examining HR contracts; and request early notice of renewal of contract for PSNI civilian staff.</p>
12 January 2012	<p>At the Board (Private Session), arising from the HR minutes, a Member enquires when the briefing on associate/agency staff will take place.</p> <p>The Chairperson of the HR Committee advised that depending on availability, it will be at the next HRC.</p>
19 January 2012	<p>Corporate Policy Planning & Performance Committee (CPPPC) considers paper on the vetting of agency staff. CPPPC notes HRC due to receive briefing on associate staff in future meeting, and discuss whether the briefing should be at CPPPC.</p>
2 February 2012	<p>Board considers the most appropriate way for it to pursue the issue of agency, consultant and associate staff.</p> <p>The Board agreed to request a report from the Chief Constable on PSNI plans for future recruitment of staff to meet short-term needs.</p> <p>Board considers a copy letter from CAJ to PSNI regarding contracting of former police officers as civilian staff and the investigative chain.</p> <p>Members agreed to request a copy of the PSNI response to the CAJ letter.</p>

	<p>Board (Private Session) discusses with the Chief Constable the arrangement for the recruitment of staff; the circumstances regarding the initial decision to appoint staff on a temporary basis; the business need; the accountability of associate staff and the negative impact on the community of re-hiring of former officers.</p>
<p>16 February 2012</p>	<p>CPPPC advised by Interim Chief Executive of copy of correspondence from C&AG of NIAO dated 6 February 2012 to Permanent Secretary (DOJ) advising NIAO had decided to undertake a VFM Review of the PSNI expenditure on temporary and agency staff.</p> <p>Board agreed that Officials should circulate a draft response to NIAO from Chair/Vice-Chair of A&RM Committee seeking input on issues the Board considers should be reviewed. Board also agreed the NIAO Report should be brought to the A&RM Committee in due course.</p>

Correspondence of 26 November 2012 from Mr Matt Baggott

Personal, Professional, Protective Policing



MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE

Our Ref: Com Sec 12\6976

PUBLIC ACCOUNTS

26th November 2012

27 NOV 2012

COMMITTEE

Dear Michaela.

NIAO REPORT - PSNI USE OF AGENCY STAFF

I write in relation to the Public Accounts Committee's ongoing consideration of the Northern Ireland Audit Office report 'PSNI: Use of agency staff'.

I understand from the Permanent Secretary, Department of Justice that, he has provided the Committee with a copy of correspondence between PSNI officials and the Northern Ireland Policing Board dating from 2004 and 2005. The correspondence was I believe accompanied by a time line outlining letters and minutes of committee meetings which the Board have been able to retrieve from their records.

You will recall from my evidence at the first hearing that I intended to invite Board colleagues to join with me in commissioning an independent audit of information exchanged between the two bodies on the subject of agency staff. I can confirm that I have since written to the Board on this point and await their reply.

I know that the Committee would wish to have as full a picture as possible of correspondence between the Board and ourselves. To assist in this I thought it helpful to share with members a synopsis of information retrieved from our records from the period 2002 until the commencement of the NIAO Review. I have therefore enclosed a timeline of correspondence and in addition provided copies of the correspondence listed.

I hope this will provide members with a good sense of the flow of information back and forth over time and show the important context against which individual items of correspondence should be viewed.

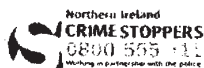
I hope the Committee find this helpful in their deliberations.

Yours sincerely,

Matt Baggott

MATT BAGGOTT

Michaela Boyle
Chairperson
Public Accounts Committee
Northern Ireland Assembly
Room 371
Parliament Buildings
Belfast BT4 3XX



Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec@psni.gov.uk



Public Accounts Committee

Use of Agency Staff within the Police Service of
Northern Ireland

Copies of correspondence between PSNI and the
Northern Ireland Policing Board between 2002 and 2012
In Chronological order

Correspondence between PSNI and NIPB relating to Agency Staff and rehiring
PSNI Command Secretariat

Letters

1. 19th March 2002 – Mr A McDowell (NIPB) to Chief Superintendent Hamill (Command Secretariat, PSNI). Request on behalf of Personnel and General Purposes Committee for the breakdown of former officers re-employed in civilian roles.
2. 22nd March 2002 – Chief Superintendent Hamill (PSNI) to Mr A McDowell (NIPB). Advises that the previous employment of civilian employees is not usual practice. The exercise would require a manual trawl of 3500 files.
3. 29th March 2002 – Mr A McDowell (NIPB) to Chief Superintendent Hamill. Request that the trawl focuses upon those former police officers who left service on severance.
4. 17th June 2002 – Supt JA Harris (PSNI) to Mr B McCaughan (NIPB). Provides the details of temporary workers who were retired officers. Figure of 23 and 1380 hours provided for April 2002.
5. 24th September 2002 – Superintendent Harris (PSNI) to Mr B McCaughan (NIPB). Provides NIPB with a further breakdown of temporary staff. Also provides the internal checks and balances which govern requests for temporary staff including a maximum 13 week appointment with a new application required if an extension is wanted beyond 13 weeks.
6. 14th October 2002 – Mr AJ McDowell (NIPB) to Superintendent Harris. Personnel & General Purposes Committee request an indication as to when the practice of using temporary staff will end.
7. 12th November 2002 – Superintendent Harris (PSNI) to Mr AJ McDowell (NIPB). Outlines that it is anticipated that the practice will continue in order to achieve the detection rate set out in the 2002/2003 policing plan.
8. 10th September 2004 – Mr Fred Cobain (Chair of NIPB Audit and Best Value Committee) to Chief Constable. Raises a concern relating to the 'Agency Support Staff' contract awarded to Grafton Recruitment and whether proper government procurement procedures were followed during its letting. Requests that Internal Audit Services examine the letting of the contract.
9. Mr John Shackelford (Command Secretariat PSNI) to Mr Fred Cobain (Chair of NIPB Audit and Best Value Committee). Responding to Mr Cobain's letter states that the PSNI are satisfied that government procurement regulations were followed and see no cause for referral to internal audit.
10. 4th April 2005 – Mr T Reaney (Chief Executive NIPB) to DCC Leighton (PSNI). The letter follows up on a meeting of 30th March 2005 and Mr Reaney states his understanding of the points discussed at the meeting. These included the procurement process relating to agency staff, the perception that ex officers were being targeted for recruitment as agency staff, posts earmarked for civilianisation and a proposed review of personnel managers.

Correspondence between PSNI and NIPB relating to Agency Staff and rehiring
PSNI Command Secretariat

11. 28th April 2005 – Mr M Cox (PSNI) to Mr T Reaney. Clarifies that in June 2004 after advice from the Procurement Unit that Grafton Recruitment became the sole provider of temporary resourcing. Deals with Mr Reaney's point regarding ex officer being targeted for posts and asks NIPB to provide any evidence of this occurring. Provides figure for Grafton Recruitment agency staff of 9% of those who had left the service as police officers had returned as agency staff since November 2001. Outlines roles filled. Explains need for temporary staff.
12. 14th June 2005 – Mr T Reaney (Chief Executive NIPB) to DCC Leighton (PSNI). Seeks clarification over whether or not two tender processes (2001 & 2004) had taken place in regard to the contract to supply agency staff. Raises the issue of rehiring ex officers and the perception that they are being 'targeted' for recruitment and the view of some members that rehiring was not in the spirit of Patten. Queries number provided by M Cox (letter 28/04/05. Requests further detail on civilian recruitment plans and civilianisation.
13. 14th July 2005 – DCC Leighton (PSNI) to Mr T Reaney (NIPB). Provides Mr Reaney with copy of email advice from Procurement Unit regarding the viability of using the existing contract. Provides a copy of the Invitation to Tender and Specification for the recruitment of Police Staff. Suggests that Grafton Recruitment could make a presentation to the Human Resources committee as a starting point to dealing with member's perceptions regarding rehiring. Provides figure of 8% of 2816 police officer leavers. Clarifies that previous employment of temporary staff providing security guarding was not something PSNI kept, however had written to provider asking for that information.
14. 5th September 2005 – Mr T Reaney (Chief Executive, NIPB) to DCC Leighton (NIPB). Reporting back on Human Resources meeting. Thanks DCC for information provided to date. Requests that when information on Lisburn Security engagement of former officers is available that it be forwarded to the Board.
15. 30th September 2005 – DCC Leighton (PSNI) to Mr T Reaney (Chief Executive, NIPB). Provides a copy of implementation plan for civilianisation and undertakes to provide Lisburn Security data when available.
16. 6th October 2005 – P McStravick (NIPB) to Chief Inspector Colin Taylor (PSNI). Human Resources Committee asked for more information relating to extension of Grafton Contract for permanent staff recruitment to include temporary staff. Makes reference to email of procurement advice to PSNI from Procurement Unit that had previously been shared with NIPB.
17. 26th October 2005 – Chief Inspector Colin Taylor to P McStravick (NIPB). Advises of the considerations when varying a contract. Sets out the main considerations when effecting a contract variation as provided by Procurement Unit.
18. 31st January 2006 – DCC Leighton (PSNI) to Mr T Reaney (Chief Executive, NIPB). Informs NIPB that Internal Audit was intending to review the Agency Staff contract as part of their normal work programme.

Correspondence between PSNI and NIPB relating to Agency Staff and rehiring
PSNI Command Secretariat

19. 3rd April 2006 – P Gow (NIPB) to Chief Inspector Taylor (Command Secretariat, PSNI). Encloses a letter from Mr Ian Paisley Jnr to Professor Desmond Rea (Chair, NIPB) of 27/02/06. Points out that this correspondence is not on behalf of the Board or its committees. Contains 11 questions relating to Grafton recruitment.
20. Chief Inspector Taylor (PSNI) to P Gow (NIPB) – Provides answers to Questions asked by Mr Paisley Jnr including number of ex RUC/PSNI officers on Grafton's 'books'. This is to help the Board formulate their response to Mr Paisley Jnr.
21. 14th July 2006 – Chief Inspector S Ball (Command Secretariat, PSNI) to P Gow (NIPB). Further responses to questions from Mr Paisley Jnr to support NIPB in their response.
22. 22nd September 2006 – P Gow (Command Secretariat, NIPB) to T Ramsey (HR, PSNI). Letter following on from presentation from Grafton. States that committee were very grateful for employment background of applicants to PSNI provided by Mr Heaton.
23. 8th June 2011 – Conall McDevitt MLA to Chief Constable. Raises on behalf of a constituent issues relating to Castlereagh Control room namely that police officers are performing roles that could be carried out by police staff and that a number 'all ex-RUC, protestant' are employed as agency staff in this centre.
24. 22nd June 2011 – Superintendent McCaughan to Conall McDevitt MLA. Explains future plans for Urban Contact Management Centre (Castlereagh) including workforce modernisation and outlines the arrangements' for use of temporary staff.
25. 1st November 2011 – Superintendent McCaughan to Mr F McGuckin. Responding to question raised by Catriona Ruane MLA relating to Resource Ltd, agency staff in Crime Operations, what PSNI department retains information about those in receipt of RUC & PSNI pensions and those who received Patten severance packages.
26. 2nd December 2011 – Mr B Rea (Chair of NIPB) to Chief Constable. Request information on the total number of civilian staff employed by private sector firms, breakdown per department and the total number of these staff in receipt of police pensions.
27. 7th December 2011 – Superintendent McCaughan (PSNI) to Mr B Rea (Chair of NIPB). Provides numbers of associate staff, breakdown per department and numbers in receipt of severance payment.
28. 27th February 2012 – Superintendent McCaughan (PSNI) to Mr E Jardine (Chief Executive NIPB). Provides information on costs of agency/associate staff since 2005 and numbers since 2003.

Correspondence between PSNI and NIPB relating to Agency Staff and rehiring
PSNI Command Secretariat

Policing Board Questions

1. 5th December 2002 – Q4 (Author unknown) number of police officers who have taken severance who have been reemployed in permanent civilian roles.
2. 1st April 2010 – Q28 D McKay re number of police officers and staff who had previously served in RUC had been recruited by PSNI.
3. 3rd February 2011 – Q16 M Anderson re number of officers who received severance under Patten who were reemployed in any branch of PSNI including civilian staff.
4. 3rd February 2011 – Q7 J Spratt re introduction of new legislation on temporary workers what risks have been identified and what plans to reduce reliance on agency workers.
5. December 2011 – Q8 P Sheehan re average number of PSNI support staff since 2001 former PSNI working for Resource Grafton Ltd, Post Project Evaluation of Grafton 'associate' contract, copy of business case for proposed retender of associate contract and comments by Justice Deeny.

DATE: 19/03/02 FROM:

TO: 01232 700124 21124 P.002/002



19 March 2002

For the attention of Chief Superintendent S Hamill
Command Secretariat
PSNI Headquarters

RE-EMPLOYMENT OF FORMER RUC OFFICERS IN PSNI CIVILIAN ROLES

Following recent press coverage in relation the re-employment of former RUC officers in PSNI civilian roles the Personnel and General Purposes Committee has asked for information on the subject.

Members would like to receive a breakdown of the number of former officers who have been re-employed in PSNI civilian roles and the type of civilian posts in which they have been employed.

It would be extremely helpful if the requested information could be provided before the next meeting of the Personnel and General Purposes Committee which is to be on Friday 22 March 2002 at 10:00am.

Yours sincerely

Alastair McDowell
Business Manager



RP

POLICE SERVICE OF NORTHERN IRELAND

Telephone
+44 (0) 028 9065 0222

Command Secretariat

Brooklyn
65 Knock Road
Belfast
Northern Ireland
BT5 6LE

Mr A McDowell
Business Manager
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
Belfast
BT1 3BG

Your Ref:

Our Ref: Com Sec 02/8/51

22 March 2002

Don Aisling

RE-EMPLOYMENT OF FORMER RUC OFFICERS IN PSNI CIVILIAN ROLES

In your letter of 19 March you asked for a breakdown of the number of former officers who have been re-employed in PSNI civilian roles and the type of civilian posts in which they have been employed.

I can advise that it is not our practise to record the former employer of members of the civilian support staff. To identify such information would require a manual exercise covering about 3500 personal files. This would cause significant difficulties. You should be reassured however that any appointments are made on the basis of merit.

I trust this is of assistance.

Yas Tureally

Ha

H S HAMILL
Superintendent
for Chief Constable

JEM

A J McDowell BA, FCIS, D.L.
Business Manager



Date: 29 March 2002

Chief Superintendent S Hamill
Command Secretariat
PSNI Headquarters
Brooklyn
Knock Road
BELFAST

Dear *Sean*

RE-EMPLOYMENT OF FORMER RUC OFFICERS IN PSNI CIVILIAN ROLES

Further to my fax dated 19 March and your response dated 22 March it has been noted that providing this information would cause significant difficulties.

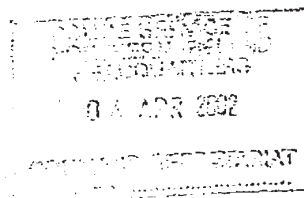
The subject was raised at the Personnel and General Purposes Committee on Friday 22 March 2002 and it was agreed that the information should focus on former police officers who left the service on severance and who have since returned to PSNI in a civilian capacity.

I hope this will make the identification of the information less difficult. If so it would be helpful if this information could detail the number of former officers and type of post in which they have been re-employed.

Yours sincerely

A J McDowell

A J McDOWELL
Business Manager





POLICE SERVICE OF NORTHERN IRELAND

COMMAND SECRETARIAT

Brooklyn 65 Knock Road Belfast Northern Ireland BT5 6LE

Telephone: +44 (0) 028 9065 0222

Mr Bernard McCaughan
Secretariat
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG

Our Ref: Com Sec 02/8/51

17 June 2002

Dear Bernard,

RE-EMPLOYMENT OF FORMER RUC OFFICERS IN PSNI CIVILIAN ROLES

Thank you for your letter of 13 June 2002.

The Committee should be advised that PSNI use existing Government Procurement Agency call off contracts for the appointment of all temporary staff and this provides access to some six employment agencies. It would therefore be a mammoth task to give an absolute answer to your question.

However, PSNI are closely monitoring one particular aspect of these contracts, that is where retired officers are employed on operational type duties. The following information is available:

During April 23 staff were employed for some 1380 hours at a cost of £16k. All the appointments are for a set period of between 2 and 13 weeks.

With respect to our policy on this issue I can advise that a contract has been set up with the Recruitment Agencies through the Central Purchasing Unit. The practice is for the skills and experience required to be stipulated to the agencies. The agencies review their records and offer suitably qualified individuals.

I trust this is of assistance.

Yours sincerely,

[Handwritten signature]

p.1- J A HARRIS
Superintendent
for Acting Chief Constable

*pk
19/6
C*



Bernard McCaughan
 Secretariat
 Northern Ireland Policing Board
 Waterside Tower
 31 Clarendon Road
 Clarendon Dock
 Belfast
 BT1 3BG

Your Ref:
 Our Ref: Com Sec 02/8/51
 24 September 2002

Dear Bernard

RE-EMPLOYMENT OF FORMER POLICE OFFICERS IN PSNI CIVILIAN ROLES

I refer to the previous correspondence on this subject and in particular to your letter of 27 June 2002.

Can I first of all point out that all appointments are strictly controlled in that applications are all approved at ACC level when the following points are taken into consideration:

- a. Information on specific task(s) and quantification of the work involved;
- b. An assessment of the operational detriment if the tasks are not carried out;
- c. The urgency/prioritisation assigned including reasons;
- d. The alternative Resourcing options that have been considered.
- e. An estimate of the resources required and the duration;
- f. The competencies required.

The approved applications are then processed using GPA (Government Purchasing Agency) framework contracts thus ensuring compliance with procurement legislation and government accounting rules. Appointments are for a maximum of 13 weeks and renewals are subject to a full application being re-considered.

kb

*C
 kb 24/9*

COMMAND SECRETARIAT

Brooklyn 65 Knock Road Belfast Northern Ireland BT5 6LE

Telephone: +44 (0) 028 9065 0222

The Board are also aware that all civilian appointments, both permanent and temporary will be made by Grafton Recruitment following the recent award of contract to outsource civilian recruitment. This will ensure openness and transparency in all future appointments.

I will deal with the three questions raised in your letter dated 27 June 2002 in the order in which you raised them. Questions 1 and 2 are dealt with in the table attached as Appendix 1.

Question 2 is too general to enable an unequivocal reply to be made. However, PSNI is unaware of any retired officers working directly as consultants in the organisation.

I hope that this information is helpful.

Yours sincerely
H J A Harris
H J A HARRIS
Superintendent
for Chief Constable

APPENDIX 1

SUMMARY OF INVOICES PAID BY PSNI IRO TEMPORARY OPERATIONAL STAFF

JOB TITLE	APRIL (HRS)	MAY (HRS)	JUNE (HRS)	JULY (HRS)	AUG (HRS)
Assistant Investigator	528	1351	1263	1575	2386
Researchers	228	1181 ½	768 ½	823 ½	-
Holmes Indexers	461	782	755	736	790
Supervisors	81	204	121	145	-
Office Managers	80	175	136	64	136
Comms Operators	-	-	-	396	-
Fingerprint	-	-	40	77	150
Prosecution					289 ½
Directors					713 ½
Research Supervisors					167
Holmes Typists					152
Crime Management					64
National Security					280
CCTV Operators					2374 ½
TOTAL HOURS	1378	3693 ½	3083 ½	3816 ½	7222 ½
COST (EXCLUDING VAT)	£15,843.75	£43,921.25	£36,893.70	£49,440.28	£98,708.40

02/8/51



J McDowell BA FCIS Dip IT
Head of Business Affairs

Date: 14 October 2002

FAO SUPT DREW HARRIS

Chief Constable
PSNI Headquarters
Brooklyn
Knock Road
BELFAST

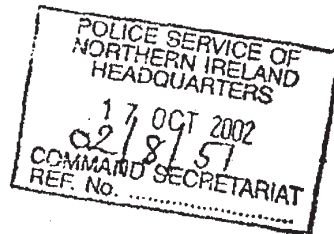
Dear *Drew*

Thank you for your letter of 24 September 2002 in respect of former police officers who, after availing of the Severance Scheme, are being re-employed in a temporary capacity in civilian roles.

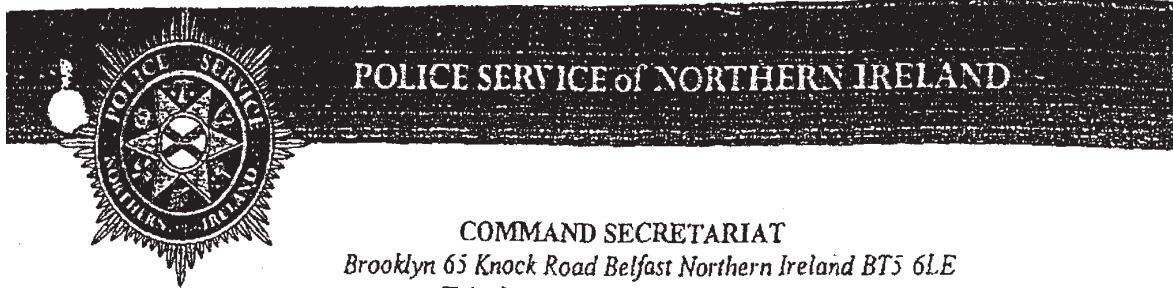
Your letter was considered by the Board's Personnel & General Purposes Committee at its September 2002 meeting, and Members are aware that agency staff are being used while recruitment of permanent civilian staff is being undertaken. However, the Committee noted from your letter the increased use of such personnel since April 2002, and I have been requested to enquire within what timescale is it considered that this practice will no longer be necessary?

Yours sincerely

A J McDOWELL
Head of Business Affairs



INVESTOR IN PEOPLE



Mr A J McDowell
Head of Business Affairs
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG

Our Ref: Com Sec 02/8/51

12 November 2002

Dear Alastair,

RE: RE-EMPLOYMENT OF FORMER RUC OFFICERS IN PSNI CIVILIAN SUPPORT ROLES

I refer to your letter dated 14 October 2002 regarding the above.

I would advise that all temporary appointments are reviewed every 12 weeks to ensure that they are still operationally essential. It is anticipated that there will be a continued requirement to retain this arrangement in the interim, in order to achieve the detection rate set out in the approved Policing Plan 2002/2003.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'J A Harris', is written over a horizontal line.

J A HARRIS
Superintendent
for Chief Constable

12.11.mcdowell letters

*C
2/11/02*

2934



Date: 10 September 2004

Mr H Orde
Chief Constable
PSNI Headquarters
Brooklyn
Knock Road
BELFAST

Dear Chief Constable,

As Chair of the Audit and Best Value Committee I would ask for your co-operation as Accounting Officer for PSNI in respect of a concern which has been raised with me regarding the procurement of a specific contract within your organisation. This concern relates to the "Agency Support Staff" contract awarded to Grafton Recruitment and whether proper government procurement procedures were followed during its letting.

I would appreciate if you would direct your Internal Audit Services to examine the letting of this contract from initial specification to final award and report/present their findings to my Committee at its November (25th) meeting.

Thank you for your assistance in this matter and I look forward to your report.

Yours sincerely

FRED COBAIN
Chair of Audit & Best Value



07/11/04 10:02 COMMAND SECRETARIAT + 990406533

NO. 856 P002/002



HR

Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

Fred Cobain
Chair of Audit and Best Value
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road,
Clarendon Dock
Belfast
BT1 3BG

Our Ref: Com Sec 04/8/7

Dear Mr Cobain,

RE: Agency Support Staff

Thank you for your letter of 10 September 2004 to the Chief Constable.

The contract was awarded to Grafton in accordance with government procurement regulations.

We are content with the process adopted and the services offered under the contract and see no cause for referral to internal audit.

Yours Sincerely

John Shackleford
John Shackleford
Command Secretariat

Command Secretariat, Brooklyn, 85 Knock Road, Belfast, Northern Ireland BT8 6LE
Telephone: 028 90 650222

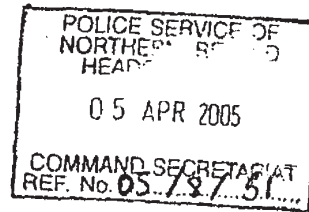




Seamus Reaney
Chief Executive

Date: 4 April 2005

DCC P Leighton
PSNI Headquarters
Brooklyn
Knock Road
BELFAST



Dear DCC Leighton

Following our meeting on 30 March, I thought it would be helpful if I confirmed the key points of our discussion and follow up actions. The first issue discussed related to the contract for the recruitment of agency staff and the perception that exists that no separate contract was tendered for but rather, Grafton received the work on the back of the contract they had won for the recruitment of permanent employees. Helpfully, Michael was able to confirm at the meeting that there were in fact two separate procurement exercises and contracts, and you agreed to supply details of the procurement process for the agency staff contract.

The second issue related to the widespread concern that ex-officers are somehow being "targeted" for civilianised or agency posts. You will recall that we emphasised the fact that none of those who had relayed their concerns to Board Members had a desire to prevent ex-officers from applying for such posts, but rather it was the perception that the process was being managed such that only ex-officers could meet the needs of certain person specifications or that ex-officers were being directly contacted by Grafton staff and told to apply for certain posts. We all acknowledged the damage that such perceptions could do to the organisation and you undertook to obtain figures of former officers currently engaged by Grafton and Lisburn Security on PSNI work. You also suggested that it would be useful to meet with Grafton to ask them to put forward proposals on how the perceptions could be countered.

On a related matter, there was a discussion around how posts suitable for civilianisation could be prioritised in such a way so as not to feed these perceptions. It would be helpful, and this matter came up at the Human Resources Committee meeting on 31 March, to have a written confirmation of the number and types of posts that fell into the 120 posts ear-marked for civilianisation.

Finally, we discussed the review of the role of Personnel Managers and associated structures, and there was broad consensus that perhaps Grafton, because of their particular areas of expertise, may not be best placed to undertake such a review.





You had mentioned other options for undertaking the review and, acknowledging that this review is not now proceeding, pending the structures debate being clarified, I would welcome some feedback in due course on how you plan to conduct this review and your choice of reviewer.

Can I thank you for taking the time to discuss these matters with us and I look forward to your comments in due course.

Yours sincerely

A handwritten signature in black ink, appearing to read "Evor Reaney".

EVOR REANEY
Chief Executive

28 April 2005

Mr Trevor Reaney
Chief Executive
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
Belfast
BT1 3BG

Dear Trevor,

Thank you for your letter dated 4 April 2005 confirming the key points of our discussions and the follow up actions. I will deal with each issue in turn. I am sorry not to have come back sooner.

I have attached a copy of the specification that was used for the appointment of an agency to provide temporary staff to the RUC, which was awarded to Grafton in 2001 along with two other agencies, Kennedy Recruitment and Reed. In June 2004 after receiving advice the Procurement Unit, Grafton Recruitment became the sole provider of temporary resourcing solutions

With regard to the recruitment and selection of ex-police officers, I can categorically state that Grafton Recruitment does not have access to confidential information such as the names of police personnel leaving the service. Anyone can register with a recruitment agency seeking temporary work. Grafton meet with interested individuals once they register and set up an interview to ascertain their particular areas of work they wish to be considered for and their suitability to be put forward for particular assignments. All applicants seeking temporary work are asked if they would consider working within a police establishment. If people indicate that they are interested in working with the PSNI, when an opportunity arises, suitable CVs are issued to the PSNI for consideration against the requirements of any particular role. Once selected, security clearance is followed through and the person is engaged for a given period of time.

Mr Michael Cox, BA, MSc, MCIPD, Deputy Director of Human Resources,
'HR' Department, Lisnasharragh, 42 Montgomery Road, BELFAST, BT6 9LD
Telephone 028 90922592; Facsimile 028 90922798; E-Mail Michael.Cox@psni.pnn.police.uk

We refute any allegation that job descriptions and person specifications were written specifically to facilitate ex-police officers. If Board members would like to provide evidence of such occasions where they feel this has happened then we will certainly investigate the matter further. All criteria included within a personnel specification are considered, not only in line with information benchmarked to comparable posts but also by Occupational Psychologists who independently validate the documentation prior to advertising. The dual purposes are to ensure the link to the role is strong and there is no adverse impact on any group. Grafton Recruitment would be more than happy to meet with you or your representatives to discuss countering the perceptions presented via members of the Board in respect of this matter. The generality of the issue of selection criteria is considered routinely. The specific point will be raised at the next contract management meeting.

Our contractors who provide a security guarding service are seeking permission from those currently employed by them to release personal information regarding their employment history. This is a Data Protection issue over which we have no control. However, of those engaged via Grafton Recruitment agency, only 9% of those who have left the service as police officers since November 2001 have been engaged as agency workers by the PSNI. These have been a wide variety of roles within General Administrative Support, Scientific Support, Crime Operations, HR and Information and Communications Services. As at 18th April 2005 this equates to 170 people.

The use of agency staff, irrespective of their previous employment history, is to give the PSNI flexibility during the current period of change, restructuring and uncertainty. This allows us to handle issues such as the Causeway Project, Typing Review and lack of certainty about funding levels over the longer term. To fill vacant posts with permanent staff at such a time could result in staff over the longer term being made redundant. This is something we would wish to avoid.

Mr Michael Cox, BA, MSc, MCIPD, Deputy Director of Human Resources,
'HR' Department, Linsasharragh, 42 Montgomery Road, BELFAST, BT6 9LD
Telephone 028 90922592; Facsimile 028 90922798; E-Mail Michael.Cox@psni.pnn.police.uk

I have attached a copy of the draft recruitment plan for the delivery of the civilianisation programme. This has yet to be ratified by the Departmental Heads, with lead responsibility. We will reassess the plan once this has happened to ensure that the priorities are set in accordance with organisational need. The following competitions will be subject to the 50:50 appointment arrangements:

- Explosives Inspectors
- Foundation Trainers
- Holmes Managers
- Disclosure Officers
- Firearms Trainers
- Crime Prevention Officers
- Firearms Enquiry Officers
- Exhibits Officers
- Station Enquiry Assistants

A meeting is being convened to sort out the practicalities, including the optimum timing of the recruitment competitions and prioritisation requirements

You state that Grafton Recruitment is not competent to carry out organisational reviews. I do not accept this assertion. Grafton as part of their recruitment role is required to consider where the post fits into organisational structures. This is comparatively routine work and we would not commission them to do it if they were not competent to do so.

The projected position on the gender makings of police officers is attached.

I hope this is helpful.



MICHAEL COX
Deputy Director of Human Resources

Ext 69592

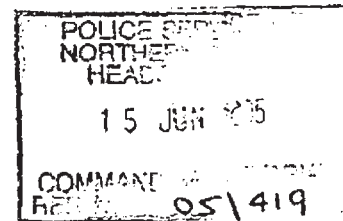
*Mr Michael Cox, BA, MSc, MCIPD, Deputy Director of Human Resources,
'HR' Department, Lisnasharragh, 42 Montgomery Road, BELFAST, BT6 9LD
Telephone 028 90922592; Facsimile 028 90922798; E-Mail Michael.Cox@psni.pnn.police.uk*

T. J. Reaney
Chief Executive



Date: 14 June 2005

DCC Paul Leighton
PSNI Headquarters
Brooklyn
Knock Road
BELFAST



Dear DCC Leighton

I refer to our meeting held on 30 March regarding various Human Resource issues and my subsequent letter dated 4 April. I also refer to Michael Cox's reply of 28 April, and two questions which were put to the Chief Constable at the Board meeting held on 2 June.

There are a number of points arising from Michael's reply and the answers to the questions at the Board meeting. I would be grateful if you would arrange for the points noted below to be considered. I am copying the letter to Michael.

Thank you for your personal involvement in these issues.

Dealing with each of Michael's comments in turn:

Contract to Provide Agency Staff

My understanding of these issues, from our meeting on 30 March, was that there have been 2 tenders for the provision of agency staff in 2001 and 2004 (and one for permanent staff in 2002). However, Michael's reply refers only to a change in the provision arrangements "after receiving advice from the Procurement Unit".

Can you clarify the nature of that advice or, if a tender exercise was conducted, provide us with a copy of the tender documentation. The "Invitation to Tender – Specification of Requirements" document would be helpful for both the 2001 and 2004 exercise as it sets out the nature of the work to be undertaken; time scales etc..

Would it also be possible to have an indication of the business that was conducted by both Kennedy and Reed on behalf of PSNI, in the period 2001-2004, such as the number and type of posts filled using their services, prior to Grafton assuming sole responsibility for the provision of agency staff.

Recruitment and Selection of Ex-Police Officers

It is important to re-emphasise, as stated at the 30 March meeting, and again at the June Board meeting, that no Board Member has a desire to prevent ex-officers from applying for civilian posts in PSNI, either permanent or temporary. Essentially there are three points to consider:



- Some Board Members are aware that a perception exists that ex-officers are being "targeted" for police positions – a perception that you accepted needed tackled.
- The evidence (40% of agency staff being ex-officers, excluding the number of ex-officers who are employed by Lisburn Security Services) that a significant proportion of posts go to ex-officers and how this fed the perception highlighted above and in some Members' view was not in keeping with the spirit of Patten.
- The need to choose posts for civilianisation where the desirable criteria is such that not only ex-officers are capable of meeting them.

As you know, two questions were put to the Chief Constable at the June Board meeting on the latter two issues but on the first point I would be grateful if you could confirm as and when a meeting with Grafton, to discuss the perception issues, takes place. Given that the concerns of some Members have been relayed to the service it is our expectation that the service, who contract and manage Grafton, will now meet with them to discuss how the perception issues can be tackled. As explained at the June Board meeting we need to work together to tackle these issues.

At the meeting held on 30 March it was also indicated that there appeared to be inconsistencies in the criteria developed by Grafton for other positions such that certain posts in the personnel field required CIPD membership yet others, also in that field but at a higher grade, did not. There may be other examples and no doubt Grafton could review this. I would similarly be grateful if this issue could be discussed at the meeting with Grafton.

Data Protection Issues

The rationale for non provision of information on Lisburn Security staff is unclear (because of Data Protection) but for such information to be readily available on Grafton staff working for PSNI. Individual staff details are not being sought. Rather it is the number out of the total 147 staff employed by Lisburn Security Services which are ex-officers. In an answer to a Board question in May 2004 the Director of Human Resources indicated that this was likely to be in the region of 130. Can you confirm the up-to-date position? The fact that the security service is a contracted-out service is understood.

Can you also clarify that the figure of 170 referred to in paragraph five of Michael's letter refers to 170 ex-officers within the pool of 416 agency staff engaged through Grafton.

Retirement/Civilianisation Plans

I am grateful to Michael for the information he has provided on some of the 50:50 competitions in the coming year; the ongoing and planned support staff external campaigns as well as details of those administered from September 2002 to date. However, while it is stated that the information shows the civilianisation programme it is not clear which recruitment campaigns are for civilianised posts as opposed to normal recruitment of civilian staff. I understand that discussions have recently taken place with department heads on this issue and perhaps a confirmed list of posts to be civilianised in the coming year(s) could now be provided.



Review of Role/Effectiveness of Personnel Managers

At the meeting on 30 March it was understood that the review to be undertaken by Grafton was a review of the role and effectiveness of the Personnel Managers rather than an organisational review and, that being the case, you had accepted that Grafton, while obviously competent in certain fields, may not be best placed to conduct this review. I would be grateful for clarity on the nature of this review and how PSNI intend to progress it.

Finally the projected gender composition of police officers referred to in the final paragraph of Michael's letter was not attached.

Again, thank you for your personal involvement in these issues.

Yours sincerely

A handwritten signature in black ink, appearing to read "T. Reaney".

TREVOR REANEY
Chief Executive



Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

**PAUL LEIGHTON QPM LLB
DEPUTY CHIEF CONSTABLE**

Our Ref: Com Sec 05/419

14 July 2005

HUMAN RESOURCE ISSUES

Thank you for your letter dated 14 June 2005 regarding the above matters.

Contract to Provide Agency Staff

A copy of the specification and terms and conditions of the appointment for recruitment and selection of police support staff for the PSNI is attached (Appendix A). The previous specification for the exercise undertaken in 2001 for the provision of temporary workers to the then RUC has already been issued to you on 28 April 2005.

I have enclosed a copy of an e-mail received from the Procurement Unit regarding the viability of using the existing contract for the recruitment and selection of support staff to the PSNI (Appendix B).

We have not retained the information regarding the exact number of staff assigned through Kennedy and Reed Recruitment between 2001 and 2004. I can advise that Kennedy provided a number of staff ranging from administrative support to fingerprint experts. Reed tended to concentrate more on specialist roles, particularly with regard to financial support staff.

Private Office, Brooklyn, Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 650222 Fax: 028 90 561645 Email: com.sec1@psni.pnn.police.uk.



Recruitment and Selection of Ex-Police Officers

The issue of other's perceptions is, by definition, personal and subjective and, therefore, problematic to address. To allow this to be considered, it would be helpful if a suitable means of addressing the perception could be set out. In other words, what would success – in the eyes of the Board members who have this perception – look like? Without setting out the potential outcome, it is highly likely the perceptions will continue irrespective.

A presentation by Grafton Recruitment on their procedures and protocols will be a starting point. This can be arranged to coincide with the next meeting of the Human Resources Committee.

Of the 2816 officers who have left the Service since November 2001, 8% have been engaged via Grafton Recruitment as agency staff by PSNI.

Decisions on the posts to be civilianised will be driven by organisational need, as was covered in the letter of 28 April 2005. There is no intention to draw up person specifications or job descriptions to place former police officers as an advantage. The Chief Constable reiterated this point at the Board meeting on 2 June 2005.

Data Protection Issues

When the civilian security guarding contract was issued, we did not require the successful bidder to declare the previous employment history of those employed. This information is still not available. Once we have been provided with the exact data we will provide this.

I can clarify that the figure (170) referred to in Michael's letter of 28 April was correct, based on the available information at that time, and referred to ex-officers. This figure has since increased to 237 as of 23 May 2005. This is mainly due to a temporary increase in requirements for the Historical Enquiries Team. The number of agency staff is 416 (this does not include the 175 people employed by Lisburn Security).

Retirement/Civilianisation Plans

I have attached the relevant information, which is already provided to the Board on a regular basis (Appendix C).

Review of the Role/Effectiveness of Personnel Managers

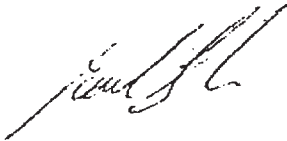
There appears to be a misunderstanding over the content of Michael's letter. At no point did he indicate that Grafton might not be best placed to carry out the review. He stated that we would not commission them to do such work if they were not competent to do so. However, no such review has taken place.

Gender Composition of Police Officers

The appropriate table is now attached (Appendix D).

I trust this is of assistance

Yours sincerely



PAUL LEIGHTON

Mr Trevor Reaney
Chief Executive
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
BELFAST BT1 3BG

Brooklyn, Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 650222 Fax: 028 90 561645 Email: comsec@psni.police.uk

**INVITATION TO TENDER FOR THE RECRUITMENT AND
ELECTION OF POLICE SUPPORT STAFF FOR THE POLICE
SERVICE OF NORTHERN IRELAND**

Specification of Requirements

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Trevor Reaney
Chief Executive



Date: 5 September 2005

DCC P Leighton
PSNI Headquarters
Brooklyn
Knock Road
BELFAST

Dear DCC Leighton

Further to our earlier correspondence, I can advise that at the August Human Resources Committee meeting Members considered the information provided by in your letter of 14 July, in relation to the recruitment of agency staff.

Firstly, on the issue of prioritising posts for civilianisation, Members are grateful for the information you have forwarded and acknowledge that while we do receive information on past and current civilian recruitment, we do not receive information on PSNI civilianisation plans. Therefore they have asked if the information you have supplied could be provided on a regular basis.

In your correspondence of 14 July you indicated that the review of Personnel Managers has not yet taken place. Members are keen to be kept informed on the scope of the review as and when it is decided upon.

Members have discussed at length with PSNI their concern that ex officers are being 'targeted' for agency or civilianised posts. While Members do not want to prevent ex officers from applying for such posts, they are keen that this perception is managed effectively. Members have invited Grafton Recruitment to a meeting of the Human Resources Committee in the coming months and this matter will no doubt be discussed. Additionally, you undertook to obtain figures of former officers currently engaged by Lisburn Security, and while Members acknowledge that this information is not currently available they have asked to have sight of it in due course.

The Committee is due to meet again on 30 September and a response before this date would be appreciated.

Yours sincerely

A handwritten signature in black ink, appearing to read "Trevor Reaney".

TREVOR REANEY
Chief Executive



Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

**PAUL LEIGHTON QPM LLB
DEPUTY CHIEF CONSTABLE**

Our Ref: Com Sec 05419

30 September 2005

Thank you for your letter dated 5 September 2005.

Please find enclosed a copy of the implementation plan for civilianisation. This is a working document and subject to change. The Board will be presented with quarterly updates on progress against the Plan.

I can confirm that members will be advised of the review of personnel officers' scope as and when this is determined. And, as requested, the data on the number of ex police officers employed by Lisburn Security Services when it becomes available.

Yours sincerely

PAUL LEIGHTON

Mr Trevor Reaney
Chief Executive
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG

Private Office, Brooklyn, Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561614 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



Job Title	No. of posts	Advertising date	Advertisement Closing date	Merit Pool Transfer	Date Appointed	Comments
Crime Scene Investigators	4	13th January	4th February	8th May 2005		A merit list exists to appoint personnel into the identified vacancies. To be advertised 6/7th Oct
Quality Assurance - Training	2	6th October	21st October	2nd December		To be advertised 6/7th Oct
Evaluator - Training	1	6th October	21st October	2nd December		To be advertised 6/7th Oct
Forensic Trainer*	10	13th October	4th November	4th January		With unions for approval
PSP Trainer	2	20th October	4th November	16th December		JEGS completed and final JD with stakeholder. Establishment figures to be verified
Drill Instructor	1	20th October	4th November	16th December		JEGS completed and final JD with stakeholder. Establishment figures to be verified
Civilian Foundation Trainer	4	20th October	4th November	16th December		JEGS completed and final JD with stakeholder. Establishment figures to be verified
TDU Trainer of Trainers	1	20th October	4th November	16th December		Change in stakeholder with changes to the role. To be JEGsed and then sent to unions
TDU Co-ordinator	1	20th October	4th November	16th December		Change in stakeholder with changes to the role. To be JEGsed and then sent to unions
Senior Investigator Training Officer	1	20th October	4th November	16th December		Returned from stakeholder - to go to unions 30th Sept
Crime Trainer	1	20th October	4th November	16th December		On hold
DistRICT Training Co-ordinator	1	3rd November	16th November	4th January		To meet with stakeholder
Extradition Officer	1	see comments	see comments	see comments		No recruitment activity required. Post can be filled from current AO list. Placements to commence October 2005
Parental Accountants	4	27th October	11th November	16th January		Grafton advised of client contact D/Sup Phil Wright and SSM Jim McQuiffin
Explosives Inspectors*	17	27th October	16th November	18th January		SHORT file to be retrieved and forwarded to Grafton
Exhibits Officers*	10	27th October	16th November	1st February		Client contacted to advise on date for role profiling
Discussion Officers*	10	27th October	16th November	1st February		Client contacted to advise on date for role profiling
Crime Prolongation Officers*	35	2nd February	24th February	26th June		Client contact details to be established by HR
Firearms Enquiry Officers*	20	9th March	31st March	24th July		SHORT file to be retrieved and forwarded to Grafton
Firearms Authorising Officer	2	9th March	31st March	16th June		SHORT file to be retrieved and forwarded to Grafton
Guides	30					Resourcing methodology to be decided.
Press Officer	3	9th March	31st March	16th June		Client to advise when ready to appoint. Senior appointments to be made Q3 of financial year
Total	168					

Note: This is a working document that is subject to change dependent on the organisational priorities and operational requirements

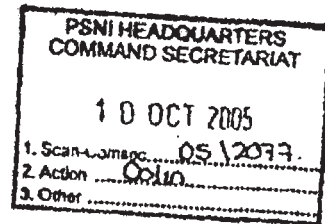
This excerpt from the recruitment plan reflects the roll out of the civilianisation programme only and does not include campaigns to fill ongoing organisational vacancies

* denotes a campaign that is subject to 50:50 legislation i.e. a post where 5 or more vacancies exist to be filled at the same level and at or about the same time



Date: 6th October 2005

Chief Inspector Colin Taylor
Command Secretariat
PSNI HQ Brooklyn
Knock Rd
Belfast
BT5 6LE



Dear Colin

PROCUREMENT OF CONTRACT FOR PROVISION OF TEMPORARY STAFF

The Human Resources Committee have asked for information regarding the procurement process followed in connection with the appointment of Grafton Recruitment to exclude the supply of temporary staff to PSNI and in terms of the termination of the contract of other suppliers.

Human Resources Committee have now been provided with the attached email from PSNI and have asked for information explaining the rules relating to procurement which permit the extension of contracts in circumstances where the new component is of such a high value. In particular could you advise whether it is the case that any contract which does not "specifically exclude" a new area of activity may be extended in this way.

I would be most grateful if you could supply this information for the next Human Resources Committee on 28th October.

Yours sincerely

A handwritten signature in cursive script that reads "Paula McStravick".

Paula McStravick
Policy Manager



Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

(Please quote our reference number on all correspondence)

Ms Paula McStravick
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG

Our Ref: Com Sec 05\2077

26 October 2005

RE: PROCUREMENT OF CONTRACT FOR PROVISION OF TEMPORARY STAFF

Thank you for your letter dated 6 October 2005 regarding the above matter.

I have sought the advice of the Procurement Unit regarding your request for information. They have advised that when considering effecting any variation to an Agreement, one must take care to ensure that the proposed change or changes is/are not so substantial as to take the services outside the original procurement.

There are two main considerations:-

1. Does the change substantially alter the nature of services agreed at contract award?

In this case there is clear linkage between the selection of permanent staff and temporary staff, ie they are different elements of the same discipline – selection of police staff for the PSNI.

2. Does the change substantially affect the value of consideration payable under the Agreement?

The Procurement Unit contacted the Office of Government Commerce (OGC) with a request for guidance on this matter. OGC did not advise a threshold for the value of change controls applied to a contract that if triggered, would necessitate re-tendering as a serious consideration.

Command Secretariat, Brooklyn, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 650222 Fax: 028 90 700124 Email: comsec1@psni.pnn.police.uk



OGC's guidance is that if the Variation/Change Control does not substantially alter the nature of services agreed at contract award and that the terms of the Variation/Change Control are such that best value continues to be achieved, then OGC see no impediment to effecting a Contract Variation to make provision for the additional requirement.

I trust this clarifies the issue.

Yours sincerely

C.D. Taylor

C D TAYLOR
Chief Inspector
for Chief Constable



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**PAUL LEIGHTON QPM LLB
DEPUTY CHIEF CONSTABLE**

Our Ref: Com Sec 63106

31 January 2006

RE: REVIEW OF AGENCY STAFF CONTRACT

Deloitte, in its role as Internal Auditors, has planned a review of the Agency staff contract as part of their normal work programme.

The terms of reference for the review include:

- Reviewing the procurement process
- Reviewing PSNI's contract management arrangements for the contract
- Reviewing the process for approving the need for agency staff by departments

I can confirm that the review focuses on PSNI internal arrangements and will not require review by Deloitte of your QMS manual, your account team or your charge-out rates.

I trust this is of assistance.

Yours sincerely

PAUL LEIGHTON

Emma Zeeman
HR Account Director
Grafton Recruitment
35-37 Custom House Square
BELFAST
BT1 3FG

Private Office, Brooklyn, Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561614 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk

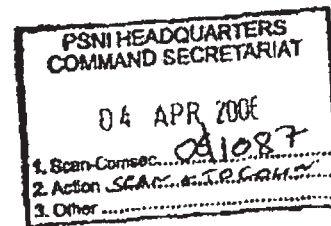




Date: 3rd April 2006

File ref: (43226) POL 25/04

Chief Inspector Colin Taylor
Command Secretariat
PSNI HQ Brooklyn
Knock Road
Belfast



Dear Colin

Please find enclosed correspondence from Ian Paisley Jnr. The Board received this letter on 3rd March and brought it to the Human Resources Committee. The Committee has asked that I forward the letter to you as a number of the issues raised relate to the Grafton Recruitment contract.

As you can see from this letter, Mr Paisley has raised a number of issues regarding the Grafton recruitment contract, agency staff and the Historical Enquiry Team. I have asked Mr Paisley for further clarification on questions 1 – 3 and 11.

I would like to point out that this letter is from Mr Paisley and not from the Board or Human Resources Committee. I would be grateful if PSNI could respond to the issues raised in questions 4, 5, 7 and 10.

I look forward to hearing from you.

Paula Gow

Policy Manager



MR IAN PAISLEY JNR B.A. (HON) M.S.Sc., M.L.A.

Member of the Northern Ireland Assembly for the North Antrim constituency

27th February 2006

Ref: IP/13695ip5

Professor Sir Desmond Rea
Chairman
Northern Ireland Policing Board
Waterside Tower
Clarendon Road
Clarendon Dock
Belfast

Dear Sir Desmond

I would like answers to the following questions from the Chief Constable with regards to Human Resources.

1. How many ex-RUC officers applied for the four civilian training posts at the Training Academy?
2. How many ex-RUC were appointed to these posts?
3. Were any of these appointees working in Gamerville either as PSNI officers about to retire or as temporary workers with Grafton?
4. Grafton have a complete monopoly on civilian recruitment - is there an annual competition for this contract?
5. Grafton take the pay of each sub-contracted worker and add approximately one third to the total cost, i.e. A worker paid £10 an hour by Grafton will cost the NIPB approximately £13.33 is this value for money?
6. Despite Patten's recommendations can the NIPB not develop a more cost effective recruitment system?
7. What is the annual cost of the Grafton contract?
8. Would the establishment of a PSNI Recruitment Unit be more financially prudent and viable?
9. Are civilian recruitment "consultants" best placed to recruit for support roles or would the services of perhaps an ex-superintendent with personnel experience as a consultant not be a better approach for the Board to consider?
10. How many ex-RUC officers are registered with Grafton, wishing to contribute to policing, what percentage have been placed within the past year and what is the average length of contract?
11. Is the response to the third part of question 9 in any way skewed by the existence of the Historical review Enquiry Team?

I believe these questions require to be answered not just by the Chief Constable but examined by the Policing Board and I trust you could ask both the Chief Executive and the chief of police to respond fully to these points.

Yours sincerely

Ian Paisley Jnr M.L.A.

Ref No:	4370
Received:	3/2/06
Scanned:	<input checked="" type="checkbox"/>
Allocated To:	S. SIMPSON
Action:	FOR ATTENTION

DRAFT

Paula Gow
Policy Manager
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
Belfast
BT1 3BG

CORRESPONDENCE FROM IAN PAISLEY JNR

Thank you for your letter dated 3rd April 2006. I apologise for the delay in responding.

With regard to questions 4 - 6 and 10 submitted by Mr Ian Paisley Jnr.

Question 4

Grafton have the complete monopoly on civilian recruitment – is there an annual competition for this contract?

Grafton were awarded this contract in 2002 after a competitive tendering exercise. The contract was awarded for a 3-year period with the option to extend the contract by two, one-year periods thereafter. The contract expires in June 2007. A re-tendering exercise will be launched by the PSNI early in 2007.

Question 5

Grafton take the pay of each sub-contracted worker and add approximately one third to the total cost, i.e. a worker paid £10 per hour by Grafton will cost the NIPB approximately £13.33 Is this value for money?

DRAFT

PSNI have negotiated significant discounts on volume related temporary staffing provision that reflects a vast reduction on industry rates for mark up on temporary workers. It should be noted that the mark up fee paid on the hourly rate includes the temporary workers tax / national insurance contributions and holiday pay as well as Grafton's mark up.

Question 6

Despite Patten's recommendation can the NIPB not develop a more cost effective recruitment system?

The PSNI's recruitment agents deliver a quality recruitment service, meeting the PSNI objectives meeting its resourcing needs. To enable us to do this, we effectively manage the contracts to ensure value for money when meeting our stated objectives and statutory obligations.

Question 10

How many ex-RUC officers are registered with Grafton, wishing to contribute to policing, what percentage have been placed within the past year and what is the average length of contract?

06.

From the records maintained by Grafton it is impossible to ascertain which temporary workers were ex-RUC officers and which were ex-PSNI officers. Grafton have 930 ex-police officers registered on their system with approximately 20 - 25% being placed at any given time. The average length of contract is approximately 6 months.

I hope this information assists the Board in formulating their response.



MR IAN PAISLEY JNR B.A. (HON) M.S.Sc., M.L.A.

Member of the Northern Ireland Assembly for the North Antrim constituency

22nd May 2006

Ref: IPJ/13695/05

Ms Paula Gow
Northern Ireland Policing Board
Waterside Tower
Clarendon Road
Clarendon Dock
Belfast

Dear Ms Gow

You wrote to me requesting some additional information. With regards to your letter of 3rd April the training posts were in the foundation facility and were named as 4 x Foundation Trainers in the job advertisement.

If there is any other matter that you want clarified please let me know and I will try to advise you.

Best wishes.

Yours sincerely

Ian Paisley Jnr MLA



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(Please quote our reference number on all correspondence)

Paula Gow
Policy Manager
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
Belfast BT1 3BG

Our Ref: Com Sec 06\1087

14 July 2006

Dear Mrs Gow,

RE: Correspondence from Ian Paisley Jnr MLA

Thank you for your letter of 12 June on the above matter in which you clarify the query to which Mr Paisley was referring.

Mr Paisley has asked for further clarification on questions (specifically questions 1-3) raised on 27th February 2006 with the NIPB regarding the recruitment of Civilian Foundation Trainers in the Police College. Please find below the responses provided by PSNI Human Resources Department:

1. How many ex-RUC officers applied for the four civilian training posts at the Training Academy?

Answer: Of the 24 applications received for this role, two were former PSNI officers.

2. How many ex-RUC officers were appointed to these posts?

Answer: Of the three people appointed, one was a former PSNI officer.

Command Secretariat, Brooklyn, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 650222



3. Were any of the appointees working in Garnerville either as PSNI officers about to retire or as temporary workers with Grafton?

Answer: One of the appointees was working in as a temporary agency worker prior to their appointment. Please note that the former PSNI officer was also the temporary worker assigned to the Police College.

I trust this will clarify the issues raised.

Yours sincerely,



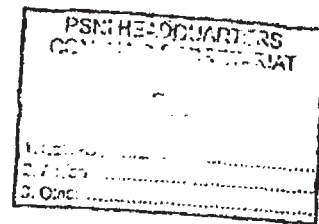
Simon Ball
Chief Inspector
Head of Command Secretariat



Date: 22 September 2006.

File ref: (54059) POL 2/01

Tabitha Ramsey
 Head of Resourcing Solutions
 PSNI HQ Lisnasharragh
 42 Montgomery Road
 Belfast



Dear Tabitha

PRESENTATION BY CONSENSIA AND GRAFTON TO HUMAN RESOURCES COMMITTEE.

At our recent discussion at the September meeting of the Human Resources Committee, you agreed to provide Members with some information regarding the regular recruitment campaigns. I thought it would be helpful if I outlined Members' expectations.

Firstly, Members discussed the 'top slicing' approach now being adopted by Consensia and how this approach has cut costs considerably. You have agreed to provide Members with a breakdown of the actual savings. Additionally, you agreed to provide Members with a copy of the value for money review that PSNI undertake following each recruitment campaign.

Secondly, Members asked for reassurance that the outreach work carried out by Consensia, as recommended in the report by Deloitte entitled "Attracting Applicants from Ethnic Minority Backgrounds to PSNI" published in 2005, is having a positive impact. Mr Heaton outlined a proposal currently being considered by PSNI and Consensia to establish a 'coaching' network for applicants from ethnic minority backgrounds. Members have asked for further information on this network and would welcome a breakdown of applicants by ethnic minority background for past and future campaigns.

With regards to the employment background of applicants to PSNI, Mr Heaton provided some very useful data which is greatly appreciated by Members. In order to analyse this I would be grateful if you could provide me with the employment classifications as used by Mr Heaton at the meeting.

The Board's Independent Community Observers raised a number of concerns regarding holding the assessment centre in one venue in Belfast. Following a discussion with Members you agreed to complete a cost analysis of holding this stage of the selection process in other venues across Northern Ireland. I would be grateful for a copy of this when completed. The Independent Community Observers also brought to Members' attention the issue of Consensia staff not being fully aware of their role. While I am aware that a protocol exists to ensure that the candidates are advised of their presence and role, I would be grateful if Consensia could provide assurances that these protocols are being used appropriately and that all staff are advised of the role of the Independent Community Observers.

Finally, Members asked Consensia and PSNI to provide them with information on how PSNI actively target applicants from low socio-economic backgrounds and suggested that it would be useful for PSNI and Consensia to carry out a postcode analysis of applicants and those in the merit pool cross-referenced with the NI deprivation statistics. Consensia agreed to conduct this analysis and I look forward to receiving the results.

I would like to thank you for your presentations to the Human Resources Committee and I look forward to hearing from you.

Yours sincerely

Paula Gow

PAULA GOW
Policy Manager

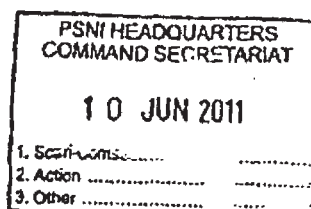
*Cc: C/Inspector Simon Baul
Command Secretariat*



Northern Ireland
Assembly

Parliament Buildings
Belfast BT4 3XX

Chief Constable Matt Baggott
Police Service of Northern Ireland
Police Headquarters
Brooklyn
65 Knock Road
Belfast
BT5 6LE



8 June 2011

Dear Chief Constable

I have been contacted by a constituent who is a long serving civilian member of the PSNI and who is concerned at some practices at play within his branch of the organization.

It has been brought to my attention that there are over 60 police officers working on desk jobs in the Castlereagh control room, fulfilling positions which he argues could be undertaken by a trained civilian, and thus free up more officers to respond to emergency calls. My constituent also pointed out that there will soon be another 40 officers drafted into the call management centre. He is concerned that by dedicating officers to positions which could be undertaken by civilian staff, the pledge which you recently made about 999 calls being answered within 10 seconds will not be fulfilled due to the current staffing arrangements.

Another issue which he has expressed concern about related to the use of agency and resource staff. I am led to believe that the 15 staff who are currently employed under these sorts of contracts are all ex-RUC, Protestant and largely without the appropriate qualifications which the jobs they are undertaking command. Under the Patten Report, these people were told that they could not work within the PSNI for 5 years, however, I am told that the agency has circumvented this stipulation, and those in question have been awarded new contracts. I have been led to believe that the PSNI had advised that this arrangement is only a short-term, however some of those on this type of contract have been there for up to eight years. I understand that the PSNI have defended this as they say that the work requires specialized people to carry out this particular work, however the constituent who contacted me is of the opinion that this work could be undertaken by trained civilians. My constituent has expressed frustration at this, arguing that these resource staff are denying other



Parliament Buildings
Belfast BT4 3XX

long term staff from within the organization opportunity for promotion, and is also annoyed that these same individuals would have enjoyed the benefit of the Patten pay-off arrangement, not to mention the income they are receiving from the PSNI.

I hope you can look into the concerns alluded to in this letter.

Yours sincerely

Conall McDevitt MLA
SDLP – South Belfast
Policing Board Member

Personal, Professional, Protective Policing



**JOHN McCAUGHAN BA (Hons)
HEAD OF COMMAND SECRETARIAT**

Our Ref: Com Sec 114212

22nd June 2011

Dear Mr McDevitt,

Thank you for your letter to the Chief Constable of 8 June 2011. I am replying on his behalf. You raise two issues, the first relating to the Urban Contact Management Centre at Castlereagh, and the second to the use of agency staff. I will address each in turn.

Our 'R4' project, under the auspices of the Service Excellence Programme Board, seeks to put the 'right people, in the right place, at the right time, doing the right things, to make a difference. The Urban Contact Management Centre at Castlereagh is part of this project, and as such we have plans to develop the staffing model and staff skills to deliver an improved and consistent standard of service delivery to the public. Workforce modernisation is included in these plans to ensure, where possible, police officers are assigned to operational roles across the police service. Progress towards this has been made and is being managed within the overall resourcing model for the service, including the need to make efficiencies within the PSNI budget.

You also highlighted the more general use of agency workers, most obviously former police officers. You have asserted that those officers who left under the Voluntary Severance arrangements "could not work within the PSNI for 5 years". This is not accurate as the limitation was about serving as a police officer and not in any other capacity. It is important to address this point as there has been nothing done to circumvent the stipulation, as suggested.

Temporary Agency workers have been used over a number of years. The original intention was to fill gaps on a short term basis but this changed to more widespread use. The main reason was the considerable uncertainty on future funding and the legitimate desire to avoid recruiting people to fill posts which did not have sustainability over time. The 4 year financial settlement out to the end of 2014/15 has now provided some much needed certainty.

Our Risk, Demand and Resource Committee (RDR) has been considering how best to deal with agency workers for some time. It decided last autumn that all agency workers under the current arrangements would be removed by 30 June 2011. This decision was endorsed by the Committee at its May meeting and work is well advanced to deliver that outcome.

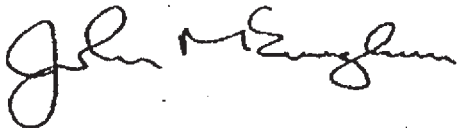
Command Secretariat, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 700008 Fax: 028 90 700124 Email: comsec1@psni.pnn.police.uk

Northern Ireland
CRIMESTOPPERS
0800 555 111

As you may be aware, the legislative framework governing temporary workers will change later in this year. We have therefore been working with Grafton, our supplier, on suitable alternative arrangements. The result is that Grafton will have the employer's responsibilities for these workers thereby meeting the legislative obligations.

Against this background, the RDR Committee set out how agency workers will be used after 30 June 2011. Each such case will be decided on its merits and be subject to specific approval. The arrangements will prevent any proliferation of such workers in future. Additionally and importantly, the use of agency workers must be used for transitional purposes and to allow the skills of the permanent staff to be built. There is a selection programme in development which will be used to fill posts substantively. This in itself will prevent a dependency on agency workers and the dissatisfaction among the permanent staff, as described in your letter.

I hope that this assists.

Yours sincerely,


JOHN McCAUGHAN
Superintendent
for Chief Constable

Mr Conall McDevitt MLA
SDLP South Belfast Constituency Office
393a Lisburn Road
Belfast BT9 7EW

Personal, Professional, Protective Policing



JOHN McCaUGHAN BA (Hons)
HEAD OF COMMAND SECRETARIAT

Chief Constable's Office, PSNI Headquarters
65 Knock Road, Belfast BT5 6LE
Tel 028 90 700006
Email comsec1@psni.pnn.police.uk

| *sh* November 2011

Our Ref: Com Sec 11\6941

Dear Frank,

Re: QUESTION FROM MS CATRIONA RUANE MLA

You forwarded questions to me on 11th October 2011 on behalf of Ms
Catriona Ruane MLA, which read as follows:

*"Can you confirm that the firm formerly known as Maybin is now called
Resource, that the private company has a contract with the PSNI (£42
million) and can you confirm that they provide almost 10% of the overall
workforce of the PSNI, and if not can you confirm the percentage?"*

- can you indicate what private contractor is sourcing detectives for the PSNI?*
- can you confirm which PSNI department retains information about those in receipt of RUC and PSNI pensions and all of those who received Patten severance packages.*

In the briefing to the HR Committee can you provide an overall total number of those employed as agency staff or for special detective type duties with Crime Department or Professional Standards Department who are also in receipt of Patten Severance and/or a police pension."

I note that Mr Stewart attended the Human Resources Committee on 13th October 2011, at which he was to be asked about this topic also. I am unsighted as to his exact replies to questions raised on that date.

Having sought advice from our Human Resource Department, I can advise you as follows:

1/ PSNI is not in a position to confirm that Resource was formerly known as Maybin. The company like many others in the industry has been restructured several times. Further information may be obtained from the Companies Register.

Resource has provided managed security related services to PSNI since 2009 having won the contract following an OJGC tender competition. Any details of members employed by a managed service contractor will be indicative as the contract provides full coverage by location and hours. PSNI does not control or specify how many people that Resource employ on such contracts. Therefore, this office is unable to confirm that Resource provide almost 10% of the overall workforce. It is however safe to say that this contract does not provide almost 10% of the PSNI workforce. I am advised that the figure is unlikely to be greater than 6/7%.

2/ Police staff jobs are sourced via a contracted service provider, Grafton Recruitment. I am advised that Grafton have subcontracted suppliers known as Servoca Driven and Red Snapper.

3/ The PSNI Finance Department retains such information as is relevant concerning the payment of police pensions and Patten Severance payments

4/ I am advised that the number of associate staff in Crime Operations and Professional Standards Department are as listed below. The previous employment history and pension arrangements of associate staff are not held centrally by Human Resources, and I am advised it is not possible to answer that part of the question. I am unsure what is meant by the term Special Detective Duties, and thus have been unable to answer that part of the question also.

- Crime Operations – 165
- Professional Standards - 1

I hope that this is of assistance.

*Yours sincerely,
John McCaughan*

JOHN McCAUGHAN
Superintendent
for Chief Constable

Frank McGuckin
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST BT1 3BG



Brian Rea MBE JP
Chairman

Date: 2 December 2011

Mr Matt Baggott
Chief Constable
Private Office
Brooklyn
65 Knock Road
BELFAST
BT5 6LE

Dear Matt

I write to you as a follow up to the discussion which was had at the Board meeting yesterday. While you are aware of the questions I am forwarding them again and should be grateful to receive a prompt and full reply.

- i. For the total number of civilian staff employed by private sector firms (also referred to agency, associate or consultant staff) who presently undertake duties with the PSNI;
- ii. For a numerical breakdown of these civilian staff according to the branches/sub section within each PSNI Department which they assist; and
- iii. For the total number of these civilian staff who are in receipt of police pensions or Patten severance payments, through comparison of the information presently held by PSNI Finance Department with that held by the PSNI Human Resources Department?

Yours sincerely

A handwritten signature in black ink, appearing to read "Brian Rea", with a long horizontal line extending to the right.

BRIAN REA MBE JP
Chair

Northern Ireland Policing Board
Waterside Tower, 31 Clarendon Road, Clarendon Dock, Belfast BT1 3BG
Tel: 028 9040 8500 Fax: 028 9040 8553 Email: information@nipolicingboard.org.uk

Personal, Professional, Protective Policing



JOHN McCAUGHAN BA (Hons)
HEAD OF COMMAND SECRETARIAT

Chief Constable's Office, PSNI Headquarters
65 Knock Road, Belfast BT5 6LE
Tel 028 90 700026
Email comsec1@psni.pnn.police.uk

7th December 2011

Our Ref: Com Sec 11\6941

Dear Chairman,

Re: ASSOCIATE STAFF

Thank you for your letter of 2 December to the Chief Constable concerning Associate Staff. This followed a verbal question at last week's Board Meeting. I have been asked to respond on his behalf. In constructing this response, I have received details from our Human Resource Department, and I understand that Michael Cox will be attending the Human Resources Committee tomorrow. You may also recall that the Chief Constable suggested a more in depth discussion about this topic at the January meeting of the Human Resources Committee, at which HR could be supported by an Operational ACC to provide a broader operational context as to the roles such resources are deployed.

We make limited use of temporary staffing arrangements for two main reasons. Firstly, to give us flexibility to meet demands while we can determine what is required and affordable over the longer term. Secondly, to maintain organisational performance in meeting emerging challenges while allowing us to build skills and experience resulting from the Patten Voluntary Severance Scheme (VSS). I will deal with each point in turn to set out a realistic context for the actions.

When the 'Agency workers' arrangements were introduced in 2002 they were intended to cover short term absences. It was never envisaged that we would use them in the way that subsequently emerged. The reasons were that there was significant uncertainty around defining the future needs for staff including the future deployment practices; and, importantly, what could be actually afforded. In this latter regard, there was a requirement during CSR2007 to reduce the number of staff posts by about 300. This action was facilitated because we had not filled every post with a permanent member of staff. If we had not used agency workers, there would have been a very real risk of having to make employees redundant. There was also a lack of clarity across the organisation on what we wanted the staff to do. They were used overwhelmingly – about 70% of the staff – in organisational support roles. With the Resource to Risk Review in late 2009 early 2010, there has been a significant shift in deployment practices towards operational and operational support roles. These changes have been facilitated by the scope created through the use of agency workers.

Since the Voluntary Severance Scheme was launched in January 2001 to the end of the Patten Period at 31 March 2011, 4061 Regular Officers left. A further 1476 Regular Officers left for other reasons. Because of the way the VSS was put together there was disproportionate effect at rank and in specialist areas. The use of 'Agency' workers allowed the consequences of some skills gaps, which were created, to be managed or mitigated to some degree. For completeness, it is worth noting that 2411 Full Time Reserve Officers left (for all

reasons) during the same period under the Compulsory Severance Scheme. This means that, during the Patten period, a total of 7948 Officers, left policing.

The use of 'Agency workers' has attracted the attention of the Policing Board over a number of years. In response to some of these queries, the Board's HR Committee did receive briefings by Grafton on how people were identified for temporary positions.

I will answer the specific questions you posed:

- 1. For the total number of civilian staff employed by private sector firms (also referred to as agency, associate or consultant staff) who presently undertake duties with the PSNI?**

It is important that clarity exists concerning the terminology used to ensure our answer is placed in context.

'Agency workers' are temporary workers essentially with no employment law protection. Because of this, the European Union adopted a directive which, in summary gave them similar rights to the permanent employees of the host organisation after 12 weeks service. From 1 July 2011, we no longer have any 'Agency workers'. The PSNI's Risk, Demand and Resource Committee decided on this action to ensure we did not fall foul of the Agency Workers Directive.

The term 'Associate' is used to cover the temporary workers provided by Grafton. They differ from 'Agency workers' because Grafton has undertaken the role of employer, with all that that means.

At 1 November 2011 there were 399 Associates (equivalent to 382.25 full time posts). To show the change over-time, there were 725 'Agency workers' in

January 2011 (702.75 full time equivalents (FTE)). This represents a reduction of 320.5 FTE in this period.

The use of consultants is governed by procurement rules, with very tight controls on the costs. As a rule they are only used in exceptional circumstances and following business case approval and procurement processes dictated by the Department of Justice and Department of Finance and Personnel. Currently, for example, we have one bid to secure consultants to assist with efficiency projects where process improvement advice and benchmarking would be particularly beneficial.

Although not raised in your letter, there was a question posed at the Board meeting on 1 December about accountability arrangements. All 'Associates' are accountable to the line management locally (and ultimately to the Chief Officers in the area to which they are attached). If there were any concerns about their performance or behaviour, the relationship would be terminated.

2. For a numerical breakdown of these civilian staff according to the branches/sub-section with each PSNI Department which they assist?

The breakdown of the FTE is attached at Annex A. Please note that out of the 382.25 posts, 91.75 are engaged in dealing with the following:-

- HET (68.25)
- Legacy (23.5)

3. For the total number of these civilian staff who are in receipt of police pensions or Patten Severance payments?

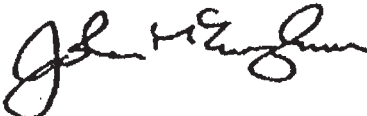
For completeness, it must be recorded that the limitation in the VSS was to prevent those offices leaving from being recruited again for a 5 year period as Police Officers. There was nothing preventing or even inhibiting the re-engagement in a permanent or temporary basis, in any other capacity. A prohibition of this kind is likely to be open to a successful legal challenge.

Indeed that was the advice obtained by Government during the period when the severance terms were being negotiated with the Staff Associations.

As far as we can confirm within the timescale of this request, of the 399 Grafton Associate staff as at 1 November 2011, 304 were former officers who have left the service since 1 January 2001. [Not all may have availed of the severance scheme].

Finally, and again for completeness, your letter asks for the total number of civilian staff employed by private sector firms as agency/associates. I have therefore not included in this letter the number of staff employed under the Managed Services Contracts, nor staff employed by our Internal Audit contract, as these staff are neither agency nor associates.

I hope that this information assists Members.

Yours sincerely,


JOHN McCAUGHAN
Superintendent
for Chief Constable

Brian Rea MBE JP
Chairman
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST BT1 3BG

GRAFTON ASSOCIATES

Dept/Reg	Branch	ACTUAL NUMBER	F.T.E.
COMMAND	LEGAL SERVS	33	32
COMMAND Total		33	32
CRIM JUSTICE	CRIMINAL LEGISLATION & POLICY RESEARCH	2	2
	JUSTICE SUPPORT	4	4
	SERVICE VETTING	3	3
CRIM JUSTICE Total		9	9
	ANALY CENTRE	1	1
	ARB	13	11.75
	INTELLIGENCE	63	61
	ORG CRIME	4	4
	SCIENCE SUPP	9	8.25
	SERIOUS CRM	59	59
	SPECLIST OPS	19	18
CRIME OPS Total		168	163
HIS ENQ TEAM Total		70	68.25
FIN & SUPPT	ICS	8	8
	PAY/PENSION & ACCOUNTS	2	2
	PROCUREMENT & LOGISTICS	1	1
	STRATEGIC FINANCIAL MGT	2	2
	TRANSPORT	5	5
FIN & SUPPT Total		18	18
HR DEPT	PERSONNEL	2	2
	POLICE COLLEGE	1	1
HR DEPT Total		3	3
CORP COMMS	CORP COMMS	3	3
CORP COMMS Total		3	3
OP SUPPORT	CORPORATE SUPPORT	5	5
	OP SUPPORT	2	2
	OPERATIONS	36	28.25
OP SUPPORT Total		43	35.25
URBAN	DISTRICT	7	7
	URBAN	19	19
URBAN Total		26	26
RURAL	DISTRICT	24	23.75
RURAL Total		24	23.75
SERVICE O/HD	SERVICE O/HD	2	1
SERVICE O/HD Total		2	1
Grand Total		399	382.25

55 Former Officers are actual members of staff permanently employed

12 Former Officers are on Fixed Term Contracts

HET - In addition to the above, 59.5 FTE (other arrangements) are also attached to HET

Personal, Professional, Protective Policing



**JOHN McCAUGHAN BA (Hons)
HEAD OF COMMAND SECRETARIAT**

Chief Constable's Office, PSNI Headquarters
65 Knock Road, Belfast BT5 6LE
Tel 028 90 700026
Email comsec1@psni.pnn.police.uk

27th February 2012

Our Ref: Com Sec 12\2319

Dear Edgar,

Re: ASSOCIATE STAFF COSTS AND NUMBERS

Following the last meeting of the Policing Board, Mr Conall McDevitt MLA asked a follow up question concerning associate staff numbers and costs, further to a letter from the Deputy Chief Constable dated 31 January 2012.


He sought information about the cost of provision of associate (formerly known as agency) staff in each year since 2002, and the number of such staff hired in each year from 2002.

Costs

I am advised that PSNI is only required to retain financial records for 7 years. Efforts have been made to check if records have been held for longer, but they have not. The costs held can be found at **Appendix A**.

Numbers

I am advised by our Human Resource Department that the trend of associate (formerly known as agency) staff numbers is as found at **Appendix B**. The records available commence at the beginning of 2003.

Yours sincerely,


JOHN McCAUGHAN
Superintendent
for Chief Constable

Edgar Jardine
Chief Executive
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST BT1 3BG

Appendix A

PSNI Costs Summary

Temporary Workers, Agency/Associate Staff

Description	Financial Year							
	Full Year Projection		2010/11	2009/10	2008/09	2007/08	2006/07	2005/06
	2011/12	2011/12						
£m	£m	£m	£m	£m	£m	£m	£m	
Temporary Worker / Agency/Associate *	8.7	13.1	16.4	15.1	17.4	16.4	13.5	10.0

Notes:

1. Information provided for 2011/12 Financial Year up to December 2011
2. Cash Accounting up to March 2007

Appendix B

Agency/Associate Staff Trend 2003 - 2012

Date	Agency	Associate
1 January 2003	110	
1 April 2003	374	
1 April 2004	424	
1 April 2005	393	
1 April 2006	676	
1 April 2007	758	
1 April 2008	755	
1 April 2009	614	
1 April 2010	646	
2 April 2011	647	
1 August 2011		372*
2 November 2011		399
*Status changed from Agency to Associate Status		

Question 4

Would the Chief Constable inform the Board of the number of police officers that have taken severance and then had subsequently been re-employed in civilian roles/posts, as opposed to officers employed through agencies on temporary contracts?

- Our recruiting policy does not discriminate against applicants on the basis that they had been former police officers – to do so would be unlawful. Grafton, the external agent, will run all future recruitment competitions. For competitions for 6 or more appointments, the 50-50 criteria will also apply.
- At present The PSNI employ 7 ex officers in civilian roles within the organisation.
- A number of these officers have been re-employed in specialist fields such as Armourers and a Photographic officer.
- A recent selection for **Civilian Admin Assistants** produced **26** successful **Catholic** applicants **238 Non-Catholic** successful applicants but 50:50 recruiting rules allowed only a possible **52** to be appointed.
- Through Agencies we have 95 support staff employed and 117 temporary operational staff presently working throughout the service.

Notes For Guidance

If an officer leaves under the terms of the severance scheme and within 5 years rejoins the PSNI, as an officer, on a full or part time basis, then as a condition of rejoining, they will be required to repay the lump sum severance payment.

There is no effect on pensions or severance if re-employed as a civilian. Pension abatement only applies if re-employed as a police officer.

RE-EMPLOYMENT OF SEVERANCE OFFICERS

To provide an answer to this, we ran a computer query to match the National Insurance numbers of support staff employees against police officers who have left the service on severance. This is the only practical way of doing this. This refers only to permanent employees of the Chief Constable – agency staff is not included, they are not our employees, nor are former officers working for us on a contractual basis as a sole trader.

Our recruiting policy does not discriminate against applicants on the basis that they had been former police officers – to do so would be unlawful. Grafton, the external agent, will run all future recruitment competitions. For competitions of 6 or more appointments, the 50-50 criteria will also apply.

RE-EMPLOYMENT OF SEVERANCE OFFICERS

The policy on the re-employment of police officers is contained within Paragraph 9 of the NIO booklet on Early Retirement and Voluntary Severance circulated to all members. It advises that if an officer leaves under the terms of the scheme and within 5 years rejoins the PSNI, as an officer, on a full or part time basis, then as a condition of rejoining, they will be required to repay the lump sum severance payment.

There is no effect on pensions or severance if re-employed as a civilian. Pension abatement only applies if re-employed as a police officer.

SEVERANCE

This issue was discussed during the negotiations. It was agreed that officers could not be debarred from other employment, except if rejoining as a police officer where they would essentially be paid twice for a period of time.

Any additional earnings are treated as income and will be taxed in the relevant tax year, together with any pension received.

NORTHERN IRELAND POLICING BOARD

1st April 2010

Question 28 – Daithi McKay

To ask the Chief Constable how many (i) Police Officers (ii) Police Staff who previously served in the RUC were recruited by the PSNI in 2005, 2006, 2007, 2008 and 2009? Could you also indicate what percentage of recruits were of the total number of staff and officers recruited respectively for each year?

RESPONSE

I am advised by our Human Resource Department that previous service in the Royal Ulster Constabulary is only recorded on police officer records. The figures held for the number of Police Recruits with previous RUC Service recruited are:

- 2005 25
- 2006 13
- 2007 5
- 2008 2
- 2009 3

The number of Police Recruits with previous RUC Service as a percentage of overall Police Recruits is as follows:

- 2005 5.88%
- 2006 3.38%
- 2007 1.05%
- 2008 0.46%
- 2009 0.75%

NORTHERN IRELAND POLICING BOARD

1st April 2010

There is no requirement to record this service on police staff records.

Therefore it is not possible to answer the question in respect of staff.

NORTHERN IRELAND POLICING BOARD

3rd February 2011

Question 16 – Martina Anderson

Were any of those officers who received severance packages under the Patten proposals subsequently re-employed in any branch of the PSNI – including as civilian staff?

RESPONSE

- Yes, since January 2001, when the scheme commenced, a number of ex-officers who received severance packages under the Patten proposals have been re-employed. All were re-employed as civilian staff via open, advertised competition.

FOOTNOTE

Since 2001, 4187 officers have left under the Voluntary Severance Scheme and only 44 have been re-employed as permanent Support staff. Over the same period 974 FT Reserve officers left under the Compulsory Severance Scheme only 4 have been re-employed as permanent Support staff.

PSNI do not hold any previous employment details of temporary staff supplied by Grafton as there is not a statutory requirement to keep these records.

Resource – is a managed service – no details held.

Sodexo – is a managed service – no details held.

Fujitsu – is a managed service – no details held.

NORTHERN IRELAND POLICING BOARD

3rd February 2011

Question 7 – Jimmy Spratt - Public

In light of the introduction in 2011 of new legislation designed to give agency workers parity in pay and employment conditions with full-time employees, the Human Resources Committee wish to have information on the following:

- What risks have been identified by PSNI in association with the introduction of the agency workers legislation?
- How do PSNI propose to manage these risks and reduce their reliance on agency workers?
- How are PSNI going to reduce the current number of agency staff (almost 700) by the end of June 2011?

RESPONSE

1. What risks have been identified by PSNI in association with the introduction of the agency workers legislation?

- Failure to address the Agency Worker Directive results in significant numbers of people acquiring employment rights at a cost PSNI cannot afford.
- Potential to increase headcount resulting in increased staffing costs
- Potential litigation re employment status/unfair dismissal
- Potential redundancy scheme incurring more costs
- Potential adverse affect on service delivery
- Failure to provide police staff with opportunities, develop our talent and modernise our practice will result in staff dissatisfaction and low morale.

NORTHERN IRELAND POLICING BOARD

3rd February 2011

2. How do PSNI propose to manage these risks and reduce their reliance on agency workers?

- All the agency workers will be removed by 30 June 2011
- The Heads of Human Resources have developed a plan for their removal
- Within what is affordable, HR reviewing alternative options for resourcing the vacancies
- A number of internal Police staff competitions have been launched

3. How are PSNI going to reduce the current number of agency staff (almost 700) by the end of June 2011?

- Agency workers were appointed by local management. Each District/Department will have developed their own exit strategy. The Risk, Demand and Resource Committee will oversee the exercise corporately.

QUESTION 8 - Civilian Staffing (Pat Sheehan)

To ask the PSNI Chief Constable:-

For the average number of PSNI support staff in each of the last 10 years, and the total number of civilian staff in each of the same years who were recruited or engaged through contracts to private sector companies;

RESPONSE

The Actual position at 31st December each year is set out below. The annual overall is not known and would require additional work to provide.

	Actual	Agency/Associate Actual	Total
31/12/2001	3415	0	3415
31/12/2002	3492	103	3595
31/12/2003	3420 (i)	427	3847
31/12/2004	3495 (ii)	390	3885
31/12/2005	3171	613	3784
31/12/2006	2875 (iii)	682	3557
31/12/2007	2781	808	3589
31/12/2008	2642	680	3322
31/12/2009	2578	596	3174
31/12/2010	2504	723	3227
31/12/2011	2502	473 (iv)	2974

Numbers of Support Staff are regularly reported to the Board. The average number of Support Staff in each year since 2002 is as set out above:

- (i) It is not possible to identify those members included which relate to managed services for 2003.
- (ii) Included 204 managed services.
- (iii) Cleaners and Traffic Wardens no longer attached to PSNI wef 01.09.06 and 30.10.06

(iv) Including 412 associate and 61 non associate

These figures do not include other managed services such as security, cleaning, catering, internal audit, NISRA and IT services

To provide a breakdown of the total number of civilian staff presently engaged through the contract awarded to Resource Grafton Ltd who either i) have prior security clearance / vetting as former PSNI officers; and / or ii) are in receipt of PSNI pensions;

RESPONSE

The contract is constructed on an hours purchased basis which does not specify numbers of staff. Legal opinion is being sought as to whether there are any legal implications in obtaining or publishing the required information.

To furnish the Policing Board with a copy of the Post-Project Evaluation for the contract awarded to Grafton ESP for the recruitment of 'associates' to be deployed within the PSNI;

RESPONSE

The present contract does not terminate until 31 December 2012. A post project evaluation will be executed on or shortly after that date. Contract performance is closely scrutinised by the PSNI Resource, Demand and Risk Committee.

To furnish the Policing Board with a copy of the options paper and Business Case / Outline Business Case which supports the PSNI proposal to retender the recruitment of 'associates' to be deployed within the PSNI;

RESPONSE

The Business Case is currently at the preparation stage.

To explain to the Policing Board how a contract awarded to Resource Grafton Ltd in 2008/09 led Justice Deeny to highlight irregularities in the procurement and tendering, and with particular attention to the sub-criterion / criterion introduced after the receipt of tenders and used to evaluate the tenders.

RESPONSE

The Chief Constable has offered Board Members a confidential briefing on these matters.

Federal Security Services initiated legal proceedings relating to the award of a contract to Resource Grafton Ltd in 2008/09. The matter was heard by Deeny J.

It is not for us to comment on Justice Deenys reasons but his concerns were based on the affidavit of Federal Security Services.

PSNI lodged an appeal against the judgement of Deeny J which was heard by the Court of Appeal. Judgement was never handed down in respect of the appeal as Federal Security Services went into liquidation.

A high court action had also been initiated by Federal Security Services, which was then discontinued at an early stage.

The evidence contained within the affidavit of Federal Security Services was never tested in court

The litigation therefore concluded without any formal finding by the courts that PSNI had breached the statutory duties owed under the 2006 Regulations.

12V4431

Federal Security Services initiated legal proceedings relating to the award of a contract to Resource Grafton Ltd in 2008/09. The matter was heard by Deeny J.

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A high court action had also been initiated by Federal Security Services, which was then discontinued at an early stage.

The evidence contained within the affidavit of Federal Security Services were never tested in court

The litigation therefore concluded without any formal finding by the courts that PSNI had breached the statutory duties owed under the 2006 Regulations.

Correspondence of 26 November 2012 from Mr Adrian Doherty

From:
Sent: 26 November 2012 12:35
To: Treanor, Aoibhinn: +Comm Public Accounts Public Email
Cc: Perry, Nick; Louise; ryan.henderson@psni.pnn.police.uk;
samuel.pollock@nipolicingboard.gsi.gov.uk;
Subject: PAC info - Revised Annex A
Attachments: Revised Annex A - Info to PAC - 26 November 2012.DOC

Aoibhinn,

As discussed, I attach a revised Annex A, which includes the response to all twenty questions, with the exception of number 18. The work on collating the information continues and this position is reflected in the return. Number nine, which was erroneously missing from our earlier return on 5 November, has been included.

I have also, for ease of reference, included Annex B from Nick's letter to you of 16 November, which is the additional information you requested in respect of Appendix 10.

If you need any further information or clarification, please call me on

Thanks,
Adrian

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Annex A

Follow up information requested	Response
<p>1. The breakdown by gender of those rehired, and any other gender analysis information you hold for agency staff;</p>	<p>Within the available time, it is not practicable to give the gender breakdown from 2002 to 2012. Grafton has informed me that for the period from 1 January 2007, there were 1937 appointments of which 1335 were male and 602 female.</p> <p>For the purpose of access to PSNI IT Systems, PSNI holds basic information on Associate staff which includes gender. As at 01/10/12, there were 365 Associate Staff - 302 Male, 63 Female.</p> <p>The PSNI does not undertake any routine analysis on the gender of temporary workers.</p>
<p>2. The presentation referred to by Ms Gillespie given by Grafton to the human resources Committee of the Policing Board on staff selection and efforts to advertise, and the date on which this presentation was made;</p>	<p>The Board advises that three briefings were provided by Grafton to Human Resources Committee on 27 January 2006, 13 September 2006 and 9 October 2008. These presentations are attached.</p> <p>The PSNI advises that there was a sequence of presentations given by Grafton to the NIPB's HR Committee. They started in 2006 and continued until 2009 when the Board stopped requesting them. (A copy of the presentation given on 27 January 2006 is attached –Appendix 1)</p> <p>Any information provided to the Board from 2002 to 2006 was primarily around the delivery of the 50:50 arrangements for police staff as a result of specific enquiries. There was no apparent focus on the generality of services delivered by Grafton. Periodic questions were asked about the temporary worker arrangements and responded to via the Board officials.</p>
<p>3. A list of the respective Chairpersons and members of the Policing Board's human resources</p>	<p>NIPB Human Resources Committee Chairs and Members in 2004/2005</p> <p>Mrs P McCabe – Chairman</p>

<p>and resources and improvements Committees in 2004-05;</p>	<p>Mr Alan McFarland (up to 2nd June 2004) – Vice Chairman Viscount Brookeborough (from 3 June 2004) Mr S Foster Mr B Gilligan Mr W Hay Mr E McGrady Mrs R Moore</p> <p>NIPB Resources and Improvement Committee Chairs and Members in 2004/2005</p> <p>Please note that the Resources and Improvement Committee was called the Finance and General Purposes Committee in 2004/2005.</p> <p>Mr S Wilson – Chairman Mr B Gilligan – Vice Chairman Mr A Attwood Viscount Brookeborough (up to 2nd June 04) Mr F Cobain Mr A McFarland (from 3rd June 04) Mrs R Moore</p>
<p>4. What the terms of contract with Grafton were and in particular whether they contained the terms re handling and analysis of equal opportunity monitoring information quoted from the tender specification by Mr Pollock at the session; and where the contractual onus lay for channeling this to the Chief Constable;</p>	<p>The specification in 2002, and subsequently in 2007, stipulated that the agent's proposal must be fully compliant with all employment legislation in Northern Ireland. Both specifications are attached for information. They also stated that the agent was to handle the issuing and receiving of all job application forms and equal opportunity monitoring forms. Analysis of equal opportunity data was to be the responsibility of the agent. Police Service of Northern Ireland Equality and Diversity Unit was to be provided with all relevant information for Fair Employment monitoring purposes.</p> <p>It is important to note however that the sharing of equality monitoring data with the Equality & Diversity Unit was for the purpose of the permanent recruitment process. The temporary workers remained contracted by the Recruitment agent. Therefore the PSNI had no requirement to monitor the data for these temporary workers. Equality Commission monitoring guidance states that "...temporary staff who are placed with an organisation by a recruitment agency, and who remain the actual employees of that agency, do not</p>

	<p><i>need to be monitored by the organisation. Instead, they should be monitored by their own employer, i.e. the recruitment agency...".</i></p> <p>In addition to this the Quality Management System for the Recruitment of Temporary Workers agreed with Grafton as part of their Performance Indicators stated that all applicants would be treated fairly in accordance with Grafton Recruitment PSNI Temporary Account Team's Equal Opportunity Policy. The performance indicators were the subject of a second party audit by SGS Ltd as part of the terms of the contract. These audit reports were shared with the PSNI to assist in ensuring compliance with all aspects of the Quality Management System and contract performance.</p> <p>Following documents provided:-</p> <ul style="list-style-type: none"> • Invitation to tender for the recruitment and selection of police staff and the provision of temporary staffing services for the Police Service of Northern Ireland document provided (Appendix 2) • Invitation to tender for the recruitment and selection of police support staff for the Police Service of Northern Ireland (Appendix 3)
<p>5. A copy of the blank application form for temporary staff with certain skills and abilities which local commanders used to make a business case for personnel from Grafton and a sample business case;</p>	<p>The following documents are provided:-</p> <ul style="list-style-type: none"> • copy of the blank application form is attached together with a local business case – current process (appropriately redacted) (Appendix 4) • copy of application of (temporary worker contracts) / (ftc) for (department/district) – current process (Appendix 5) • copy of business case template for proposal to engage an external resource – former process (Appendix 6) • copy of Termination of Temporary Personnel – former process (Appendix 7)
<p>6. Whether Grafton played any role, and if so in what way, in assessing how job evaluation and rates of pay should be equated;</p>	<p>Grafton have been used for both recruitment processes and on occasion when the Job Evaluation (JE) Unit could not deal with the demand. However, since 2008 the JE Unit has had responsibility for the grading of roles and Grafton had no specific responsibility other than providing assistance as described below.</p>

	<p>When brought in to assist, Grafton's contribution to the JE process - as directed by JE Manager – is to interview the role holder, followed by drafting of the Job Description (JD). All of this was under the oversight of the JE Manager. Before local management are asked to finally agree the JD it is quality assured by JE Manager to ensure that it is up to requisite standard, consistent with agreed PSNI grading standards. If there are any doubts on the research, Grafton would be asked at this point for further information and/or clarification on points in the JD. An example might be to seek more evidence if the qualification and/or experience requirements included in the JD seem excessive.</p> <p>When the JE Manager is content with the JD it is scored on the computerised Job Evaluation and Grading system (JEGS) which sets the grading level. Grafton does not have access to JEGS which is only available to licensed practitioners. (PSNI pays for a licence each year through DFP.) When scoring the JD the JE Manager will discuss with the Grafton person involved, however the decision on the scoring of each of the 44 parts is taken by PSNI's JE Manager.</p> <p>After that the outcome with grade is advised to local HoHR and management.</p> <p>All JDs are subject to quality assurance by the Head of Reward, Relations and Evaluation, who is also formally trained. They are also passed to the Departmental Secretary of NIPSA, who is also formally trained for review. All JDs are submitted for further formal review to the JE Panel chaired by the Deputy Director of Human Resources (DDHR), with membership of Head of R R & E, Head of JE Unit, NIPSA/UNITE, local HR Managers, and others if deemed appropriate.</p> <p>Many JDs, especially new roles are subject to re-review after 12-18 months in operation, as good practice.</p> <p>All roles, including those held by temporary workers, are equally subject to the same JE process where considered necessary. The guidance issued to local management in 2009 is attached.</p> <p>PSNI Reward Guidance (Appendix 8) Job Evaluation Flow-chart provided (Appendix 9)</p>
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7. A breakdown by district and by branches of the requests for temporary staff made locally;	Table attached (Appendix 10)
8. Confirmation of whether whistleblowers contracted the PSNI, in particular the professional standards department, with allegations of headhunting of former officers for temporary jobs;	PSNI are not aware of any referrals, made by way of whistleblower, regarding allegations of headhunting of former officers for temporary jobs.
9. Factual confirmation of the authorisation for signature by a recruitment manager (para 2.12) to approve a spend of £4.6 million; ie whose was the decision to proceed with this contract variation, why, and whether a personal relationship influenced the decision.	<p>The contract variation was signed off by the Recruitment Manager, who reports to PSNI's Deputy Director of Human Resources, on behalf of the PSNI. It was not a decision taken by the individual alone. The action only was taken after detailed discussions with senior staff in the HR Department and the Procurement Unit. There were also negotiations with Grafton on the contractual implications.</p> <p>The Best and Final Offer document from the competitive tender exercise in 2002 (in which Grafton was successful) included a proposal for the provision of temporary workers. In effect, the 2004 contract variation was picking up on that option.</p> <p>The following is the PSNI's summary of the reasons why the 2004 contract variation was completed:</p> <ol style="list-style-type: none"> 1. Grafton had the permanent recruitment contract through an open competition. 2. The arrangements for the provision of temporary workers through 3 companies were to expire in 2004. 3. It was accepted that the provision of temporary workers was accepted- by the NIO's Procurement Unit – as part of the recruitment process. Therefore, when considered with the fact that Grafton at the time provided 70+% of temporary workers, PSNI concluded that it was reasonable to bring the two services together. This decision was also a means of mitigating the risk of legal challenge. 4. In working through the variation process, the mark up charge was reduced by about half compared to the charge generally made by Recruitment Agencies at that time. The assessed impact of that reduction in

	<p>charge on the subsequent usage was about £3.5M (as reflected in paragraph 2.11 of the NIAO Report).</p> <p>There was no personal relationship between the PSNI staff involved in the decision making process and Grafton.</p>																														
<p>10. Further, confirmation that the recruitment manager was a full-time non-uniformed human resources manager;</p>	<p>The Recruitment Manager was a full-time non-uniformed human resources manager.</p>																														
<p>11. Confirmation of numbers of uniformed officers in HR related training, and other HR and finance roles;</p>	<table border="1"> <thead> <tr> <th>Dept/District</th> <th>Unit</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>DISTRICTS</td> <td>DISTRICT TRAINING</td> <td>22</td> </tr> <tr> <td></td> <td>PROFESSIONAL DEVELOPMENT UNITS</td> <td>2</td> </tr> <tr> <td colspan="2">DISTRICTS Total</td> <td>24</td> </tr> <tr> <td>HUMAN RESOURCES DEPARTMENT</td> <td>HUMAN RESOURCES DEPARTMENTAL STAFF</td> <td>1</td> </tr> <tr> <td></td> <td>POLICE COLLEGE</td> <td>152</td> </tr> <tr> <td colspan="2">HUMAN RESOURCES DEPARTMENT Total</td> <td>153</td> </tr> <tr> <td>OPS SUPPORT DEPARTMENT</td> <td>OPERATIONAL TRAINING</td> <td>4</td> </tr> <tr> <td colspan="2">OPS SUPPORT DEPARTMENT Total</td> <td>4</td> </tr> <tr> <td colspan="2">Grand Total</td> <td>181</td> </tr> </tbody> </table>	Dept/District	Unit	Total	DISTRICTS	DISTRICT TRAINING	22		PROFESSIONAL DEVELOPMENT UNITS	2	DISTRICTS Total		24	HUMAN RESOURCES DEPARTMENT	HUMAN RESOURCES DEPARTMENTAL STAFF	1		POLICE COLLEGE	152	HUMAN RESOURCES DEPARTMENT Total		153	OPS SUPPORT DEPARTMENT	OPERATIONAL TRAINING	4	OPS SUPPORT DEPARTMENT Total		4	Grand Total		181
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<p>12. Whether the Policing Board received a copy of the November 2007 Workforce Strategy Report, whether it was dealt with by the full board or the human resources</p>	<p>The PSNI advises that the 2007 Workforce Strategy was never formally endorsed. The NIAO have quoted from a draft which was out for consultation. It was issued to key stakeholders, including the NIPB, the NIO, and the Trade Union Side as well within the PSNI. It was subsequently significantly revised and adopted as the People Strategy.</p>																														

<p>committee, and how members reacted to the 20% increase in temporary staff;</p>	<p>The Strategy was produced under the auspices of the 'Links' Project. The Board's Deputy Chief Executive represented the Board on the Steering Group as well as being involved in other discussions with the Project Team and the NIO.</p> <p>The Board can confirm that it received the 2005-2008 PSNI Human Resources Planning Strategy and that the strategy and monitoring of the strategy was dealt with by the Human Resources Committee There is no record of Members having knowledge of a 20% increase in temporary staff in November 2007.</p>																								
<p>13. Clarification of figure 7 in terms of how many agency staff were deployed to officer roles;</p>	<p>Figure 7 was taken from the PSNI Workforce Strategy November 2007. The document was used for consultation purposes. It was never formally endorsed. Indeed later versions of it had the table revised and updated. Figure 7 does not specify a particular date in March 2007 and it has not been possible to identify the date of the analysis. Therefore, an analysis has been provided of the position as at 31 March 2007, taken from the records held in the PSNI's HR Management System.</p> <table border="1" data-bbox="628 1370 1347 1859"> <thead> <tr> <th>DEPARTMENT</th> <th>TOTAL AGENCY</th> <th>POLICE ROLE</th> </tr> </thead> <tbody> <tr> <td>COMMAND</td> <td>130.5</td> <td>84</td> </tr> <tr> <td>CRIM JUSTICE</td> <td>94.25</td> <td>22</td> </tr> <tr> <td>CRIME OPS</td> <td>112.75</td> <td>52.5</td> </tr> <tr> <td>CRIME SUPPT</td> <td>47</td> <td>38</td> </tr> <tr> <td>FIN & SUPPT</td> <td>20</td> <td>0</td> </tr> <tr> <td>HR DEPT</td> <td>41.25</td> <td>4</td> </tr> <tr> <td>MEDIA & PR</td> <td>2</td> <td>0</td> </tr> </tbody> </table>	DEPARTMENT	TOTAL AGENCY	POLICE ROLE	COMMAND	130.5	84	CRIM JUSTICE	94.25	22	CRIME OPS	112.75	52.5	CRIME SUPPT	47	38	FIN & SUPPT	20	0	HR DEPT	41.25	4	MEDIA & PR	2	0
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OP SUPPORT	110.5	16
PROF STNDRDS	4	4
RURAL	67.5	11.75
SERVICE O/HD	1	1
URBAN	82	45.25
Grand Total	712.75	278.5

It is important to note that the budgeted position - main grant, Patten funded, external funding - gives 3290.25 posts at that date. The actual position including temporary workers was 3368.75 giving a difference between posts and people of +78.5. This figure will include the coverage of sickness absence and maternity leave as well.

The difference in numbers is understood to be the temporary workers provided to HET but not through Grafton. The analysis shows the approach taken in 2007 for the allocation of roles. The practice has changed significantly since then as we now have appointed members of staff to roles such as Assistant Investigating Officer and Trainee Intelligence Support Officer. Additional roles such as Call Handling have since been included as part of the 'Managed Services' contract. These changes are part of the PSNI's programme to change and modernise the workforce.

<p>14. Whether and if so how many examples there have been of police terminating the contract of a retired then rehired officer because he or she refused to co-operate with the ombudsman's office;</p>	<p>All temporary workers are required to sign a declaration of confidentiality which includes an acceptance to work with the Police Ombudsman if required. (Copy attached).</p> <p>There have been no examples of any former officers refusing to co-operate with the Police Ombudsman's office.</p>								
<p>15. Whether and if so how many examples there have been of retired and rehired officers in HET alerting the PSNI that they are involved in a case in which they have a conflict of interest;</p>	<p>HET does not currently keep data in this format. HET policy is non-specific and before HET Senior Management allocates any case for review to an SIO, they ensure that anyone involved in the review had no previous investigative role in the case.</p> <p>It is, however, one of HET's core review principles that they try and engage with original case officers to assist with reviews which include HET staff where appropriate. It should be stressed that HET does not investigate police officers.</p> <p>HET investigative staff remove themselves from investigations for a number of reasons:-</p> <ul style="list-style-type: none"> • Involvement in original investigation • Previous duty in the area of incident • Family members close friends • Previously involved in investigations relating to other family members • Previously involved in case review • Previous involvement as a Press Officer to the original incident (exact number not known) • Not involved in original investigation but detailed knowledge of case. <p>Number of known occasions where HET members have removed themselves from investigations:-</p> <table border="1" data-bbox="639 1760 1219 1890"> <thead> <tr> <th>Role</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Senior Investigating Officer</td> <td>8</td> </tr> <tr> <td>Investigating Officer</td> <td>5</td> </tr> <tr> <td>Total</td> <td>13</td> </tr> </tbody> </table>	Role	Number	Senior Investigating Officer	8	Investigating Officer	5	Total	13
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	<p>HET has not yet reached the era on the chronological list where some of the HET investigative staff would have been in charge of an investigation or would have played a role in the management of the enquiry. However, that will likely change as the HET's work reaches the late 1980s and definitely will impact in the 1990s cases. Each case will continue to be assessed individually to ensure there are no conflicts of interest.</p>												
<p>16. A copy of the correspondence between NIPSA and the director of human resources about members of police staff wishing to bring information before the Policing Board about the rehiring of retired officers;</p>	<p>The matter to which it is believed the committee refers has been examined by the Policing Board. Attached (Appendix 12) is correspondence between the Chair of the Policing Board and the Chief Constable which details the outcome.</p>												
<p>17. Whether a retired police officer could return and, with his public sector pension and new public sector salary earn more than when he was employed as a police officer, and if so how many returning officers fell into this category and by how much did their combined pension and new pay exceed their previous police salary;</p>	<p>A retired Police Officer could return as a Police staff employee and earn more than when they were when employed as an officer. Using the current Police staff payroll and the current PSNI pensioner listings a data matching exercise has shown 58 current Police staff who are also in receipt of a Police pension, see attached. Of these 55 are earning more than their final Police salary, table shows a summary of banded figures. It should be noted that no figures have been adjusted to take into account inflation or equivalent pay on today's pay scales.</p> <p>Numbers by pay band are:-</p> <table border="1" data-bbox="655 1536 1050 1870"> <thead> <tr> <th data-bbox="655 1536 898 1637">Additional Income Bands £</th> <th data-bbox="898 1536 1050 1637">Total Numbers</th> </tr> </thead> <tbody> <tr> <td data-bbox="655 1637 898 1675">0 - 5,000</td> <td data-bbox="898 1637 1050 1675">8</td> </tr> <tr> <td data-bbox="655 1675 898 1713">5,001 - 10,000</td> <td data-bbox="898 1675 1050 1713">21</td> </tr> <tr> <td data-bbox="655 1713 898 1751">10,001 - 20,000</td> <td data-bbox="898 1713 1050 1751">24</td> </tr> <tr> <td data-bbox="655 1751 898 1789">20,000 - 30,000</td> <td data-bbox="898 1751 1050 1789">1</td> </tr> <tr> <td data-bbox="655 1789 898 1827">> 30,000</td> <td data-bbox="898 1789 1050 1827">1</td> </tr> </tbody> </table>	Additional Income Bands £	Total Numbers	0 - 5,000	8	5,001 - 10,000	21	10,001 - 20,000	24	20,000 - 30,000	1	> 30,000	1
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<p>18. Whether any officers who retired under Patten, declaring themselves fit for work, subsequently received an Injury on Duty award; if so, how many of those receiving severance and an award returned as agency staff; and whether any of those staff have had their award reduced as a result of returning to work for PSNI;</p>	<p>The work in producing the information requested is not yet complete. The delay has been caused by the fact that the information is not held by one organisation, rather different strands are held by three separate organisations:</p> <ul style="list-style-type: none"> - the Policing Board hold the data set on Injury on Duty awards; - the PSNI hold the data set on officers who retired under Patten; and - Grafton hold the information on who returned as agency staff. <p>At the moment I am afraid that the organisations are unable to tell me when the exercise will be completed. While the information is not yet available, the Committee may find it useful if I set out some background information relating to the question the Committee has asked.</p> <p>There is no provision in the [Patten] severance regulations requiring a signature from the officer that he was to declare himself fit for work before receiving severance payments.</p> <p>The PSNI voluntary severance information booklet (at paragraph 6.2) states that police "officers who have been recommended ... for medical retirement may not have their application for voluntary severance considered until the decision is known ... the voluntary severance arrangements will not apply to officers who have been retired on medical grounds." [Subsequent, post-early retirement ill-health and injury claims are not specifically covered.]</p> <p>The Severance Regulations provide (regulation 8) that a police officer who leaves under severance and returns as a police officer within five years is required to repay severance lump sums and pension is abated. This provision was specifically not applicable to a former officer who joined the PSNI in a civilian capacity or a police force in Great Britain.</p> <p>Applicants applying for an Injury on Duty Benefit must have ceased their employment as a police officer in the RUC/PSNI to be considered eligible. A serving police officer cannot be considered for IoD. An applicant must be considered permanently disabled as the result of an injury received in the execution of duty to receive IoD.</p>
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<p>19. Viz case study F, how many former police officers have been re-employed as consultants over the last 10 years; how their new rates of pay were set and how they compared to their previous rates; and what procedures for skills transfer from consultants to in-house staff are in place in the PSNI;</p>	<p>From records held it is approximated that eight officers have been re-employed as consultants in the period from 2005/6, however as previously noted by HR this cannot be fully verified from our records.</p> <p>The table below shows redacted details of the members and their final salary details. Consultancy rates are not centrally available in the time frame as rates are set locally – details to follow.</p> <table border="1" data-bbox="662 571 1268 985"> <thead> <tr> <th>Name</th> <th>Previous PSNI Salary £</th> <th>Daily Rate £</th> </tr> </thead> <tbody> <tr> <td>Employee 1</td> <td>35,991</td> <td>150</td> </tr> <tr> <td>Employee 2</td> <td>68,274</td> <td>284</td> </tr> <tr> <td>Employee 3</td> <td>48,705</td> <td>203</td> </tr> <tr> <td>Employee 4</td> <td>28,905</td> <td>120</td> </tr> <tr> <td>Employee 5</td> <td>45,909</td> <td>191</td> </tr> <tr> <td>Employee 6</td> <td>92,829</td> <td>412</td> </tr> <tr> <td>Employee 7</td> <td>55,581</td> <td>232</td> </tr> <tr> <td>Employee 8</td> <td>47,286</td> <td>197</td> </tr> <tr> <td>Employee 9</td> <td>60,060</td> <td>250</td> </tr> </tbody> </table> <p>All new consultancy engagements conform to the DFP guidance and must show how skill transfers will be undertaken or provide a rationale for why this cannot happen when evaluating the use of a consultant. A proforma business case has been provided (Appendix 11).</p>	Name	Previous PSNI Salary £	Daily Rate £	Employee 1	35,991	150	Employee 2	68,274	284	Employee 3	48,705	203	Employee 4	28,905	120	Employee 5	45,909	191	Employee 6	92,829	412	Employee 7	55,581	232	Employee 8	47,286	197	Employee 9	60,060	250
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<p>20. Your assessment, with the benefit of hindsight, of the Department's management of the transitional process.</p>	<p>The NIO was responsible for management of the transitional process. It took forward the legislative change needed to implement Patten recommendations, negotiated the severance terms and established a team to manage the process.</p> <p>An independent Oversight Commissioner was appointed to provide an external view of the level of implementation. The establishment of the Policing Board was a further critical measure and, taken together with internal and external audit and the Audit and Risk Committee within PSNI, constituted the assurance framework on which the then Permanent Secretary relied.</p> <p>While it is clear that there were aspects which could have been better dealt with in respect specifically of the appointment and use of agency staff, taken as a whole, implementation of the most major policing reform</p>																														

	agenda in these islands represents a successful outcome.
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Annex B

Further information requested in respect of figures in Appendix 10

Branch	Total number of Requests*	Cancelled Job Orders**
Antrim DCU	1	0
Ards DCU	19	4
Ballymena DCU	16	3
Ballymoney DCU	1	0
Castlereagh DCU	4	0
Coleraine DCU	8	1
Command	74	5
Cookstown DCU	1	0
Corporate Communications	9	1
Craigavon DCU	12	1
Crime Ops	110	17
Criminal Justice	28	7
Dungannon & South Tyrone DCU	1	0
East Belfast DCU	29	7
Foyle DCU	16	5
FSS	16	5
HR	26	9
ICS	23	7
Larne DCU	2	0
Legal Services	1	0
Limavady DCU	3	2
Lisburn DCU	4	1
Newry & Mourne DCU	19	1
Newtownabbey DCU	3	0
North Belfast DCU	5	2
Omagh DCU	15	3
Ops Support	45	4
Strabane DCU	3	1
West Belfast DCU	43	6
Total	537	92

*Total number of requests not necessarily number of vacancies

**Cancelled job orders in whole or part

The branch field was not recorded at the time of data collection. Information has been assigned retrospectively. Given the timeframes available to compile this data complete accuracy cannot be guaranteed.

Breakdown of Grafton requests 1.9.2008 – 31.8.2009

Branch	Total number of Requests*	Cancelled Job Orders**
Antrim DCU	1	0
Ards DCU	21	1
Ballymena DCU	2	0
Castlereagh DCU	1	0
Coleraine DCU	12	1
Command	2	1
Cookstown DCU	3	0
Craigavon DCU	7	2
Crime Ops	85	15
Criminal Justice	50	5
Down DCU	2	0
East Belfast DCU	34	2
Enniskillen DCU	3	0
Foyle DCU	2	0
FSS	28	4
HR	36	4
ICS	10	1
Legal Services	7	0
Limavady DCU	7	2
Lisburn DCU	10	3
Newry & Mourne DCU	24	3
Newtownabbey DCU	12	5
North Belfast DCU	1	1
North Down DCU	3	1
Omagh DCU	7	2
Ops Support	21	2
Strabane DCU	2	0
West Belfast DCU	22	3
Total	415	58

*Total number of requests not necessarily number of vacancies

**Cancelled job orders in whole or part

The branch field was not recorded at the time of data collection. Information has been assigned retrospectively. Given the timeframes available to compile this data complete accuracy cannot be guaranteed.

Correspondence of 27 November 2012 from Mr Ryan Henderson

From: ryan.henderson@psni.pnn.police.uk [mailto:ryan.henderson@psni.pnn.police.uk]
Sent: 27 November 2012 10:30
To: Treanor, Aoibhinn
Cc: Nick.Perry@dojni.x.gsi.gov.uk
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: PAC request

Dear Aoibhinn,

Following on from the Public Accounts Committee initial evidence session, 'PSNI: Use of Agency Staff', a number of follow up questions were asked.

Question 16 - A copy of the correspondence between NIPSA and the director of human resources about members of police staff wishing to bring information before the Policing Board about the rehiring of retired officers

Mr Perry previously provided correspondence between the PSNI and Board relating to emails which it is believed the Committee are referring to. This related to the procurement of a 'managed service contract' rather than the subject of this enquiry (Associate/Agency staff) and makes no reference to rehiring of retired police officers however I do believe it is the correspondence asked for.

I am now able to provide the Committee with a copy of emails.

I trust members find this helpful in their discussions.

Yours sincerely,

Ryan

cc Mr N Perry, Permanent Secretary, Department of Justice.

Ryan Henderson
Superintendent,
Chief Constable's Office, PSNI HQ

Subject: Managed Services Contract
From: STEWART Joseph
Sent: 16 May 2012 15:55
To: SMYTH Sharon (NIPSA)
Cc: HEANEY John
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: FW: Managed Services Contract

Sharon,

please see below.

Apart from anything else there is a strong sense in PSNI that our position on this matter has ,to say the least, been misrepresented to the Board.

This is likely to have serious repercussions on the harmonious working relationship that I have sought to foster over the last many years.

Joe Stewart

From: COX Michael
Sent: 16 May 2012 14:52
To: STEWART Joseph
Cc: HEANEY John
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: RE: Managed Services Contract

Joe

I was very disappointed to receive the email below. It does not represent a true record of my contact, through discussions and correspondence, with NIPSA in recent months. In particular I take issue with the explicit criticism of me personally, which seems to state that I have not taken NIPSA's concerns seriously. This is not the case and I reject the suggestion outright.

A briefing was given to staff side last year when the organisational approach to managing the reducing budget while maintaining capability was explained at some length. To do this, a balance across the number of officers, staff and bought in services was required. Further briefings were provided as the thinking was refined and the matter was considered at the JNCC meetings ever since. These formal arrangements have been supplemented by other face to face discussions. Indeed at the meeting with the Chief Constable on 2 April the position was spelt out again at some length. There was no expectation that there would be a meeting of minds, not least because of NIPSA's declared position on outsourcing but the expectation was that the rationale would be understood.

For completeness, I note that the outsourced arrangements have been in place for some 10 years or so. The new contract therefore is an extension of what is a well established practice. This point seems to be missed.

Turning now to the points below:

1. The question about the cost of in-house delivery is not relevant. There are no implications for staff presently delivering similar or comparable roles. Therefore, it is not a case of market testing the in-house arrangements. If that was to happen, then there would be a legitimate interest in costing. We have already given an assurance that TUPE will not be applied to our staff. That reassurance seems to have been ignored.
 2. The accountability of contractor's staff to PONI is governed by the Police (NI) Act 2003, if individuals are exercising police powers then they are subject to PONI. The intent behind the question is not understood and seems potentially to be based on a faulty premise.
-

3. As stated earlier, the comparative numbers of officers, staff and bought in services are balanced and interconnected. That was a main message in the briefings provided to NIPSA consistently. It is the means of living within the budgetary provision and, as such, is non-negotiable.
4. This comment is not understood. The use of the managed services contract is to allow us to balance the budget and to maintain the same level of operational capability. The comparative cost of 1 officer 'buys' 2 staff or 2.5 FTE bought in services (all dependant on the roles, most obviously for the staff). The position will be even more stark if premium payments and sick absence is included.
5. If the final question is about the security funding, then it is misconceived. The managed services contract will be funded from the main grant.

If you wish to discuss further, please let me know. If you are content, I will set up a formal meeting with NIPSA to consider these matters face to face.

M

From: STEWART Joseph
Sent: 14 May 2012 15:46
To: SMYTH Sharon (NIPSA)
Cc: WALSH Gavin (NIPSA); COX Michael; HENNING Ken; HEANEY John
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: RE: Managed Services Contract

Sharon,

it is imperative that we speak.

I would have expected your concerns to be drawn to my personal attention if NIPSA were not happy with the response of my staff in this matter.

At the least I would have hoped to be side copied into any letter to the Board.

I am disappointed.

The risk you run is that this matter is now highly politicised to the disbenefit of PSNI as a whole and that your concern will be manipulated as a consequence.

I feel this approach risks undermining the relationship we believed we had with NIPSA.

Joe

From: SMYTH Sharon (NIPSA)
Sent: 14 May 2012 14:32
To: STEWART Joseph
Cc: WALSH Gavin (NIPSA)
Subject: Managed Services Contract

Joe

Picking up on my brief outline to the LTPB this morning, relating to NIPSA meeting the Resourcing and Finance Committee of

NIPB on Thursday I wrote to the Chief Executive outlining the reason why we wish to speak with them as follows:

- There are a number of issues we would like to raise including:
- The cost of inhouse delivery of these services are measured against outsourcing
- Accountability to PONI of contracted staff
- The scope of the contract in terms of numbers of staff to be employed now or in the future
- What/How the savings assumed with outsourcing are offset against a diminishing budget
- How the allocation of additional funding to address the deteriorating security situation presumably - being partially exhausted to provide for these contracts (core operational frontline staff roles) - can ever be recovered in terms of experience, knowledge if PSNI do not accept a long term commitment to these workers.

The great difficulty NIPSA have experienced in getting any relative information in terms of defending outsourcing from Mr Henning or through Michael to defend outsourcing has been disappointing and led to this course of action.

Of course I am happy to discuss.

Regards

Sharon

Chairperson's Letter of 7 December 2012 to Mr Matt Baggott

Public Accounts Committee

Mr Matt Baggott CBE
Chief Constable, PSNI
Command Secretariat
Police Headquarters
Brooklyn, 65 Knock Road
Belfast
BT5 6LE

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX

Tel: (028) 9052 1208
Fax: (028) 9052 0366

Cc Nick Perry Accounting Officer DOJ
Judith Gillespie Assistant Chief Constable
Sam Pollock Chief Executive PBNI
Jason Kennedy, Global CEO, Grafton

E: pac.committee@niassembly.gov.uk
Aoibhinn.Treanor@niassembly.gov.uk

07 December 2012

Dear Mr Baggott,

Second Evidence Session on PSNI: Use of Agency Staff

Thank you for your participation in the Committee's evidence session in this inquiry.

I would be grateful if you could provide the following information, as agreed by the Committee.

- 1) An overview by year since 2001 of the number and percentage of back office roles performed by former police officers.
- 2) A chronology of the dates on which PSNI met the Equality Commission for Northern Ireland — including specifically whether advice was sought on screening for the temporary staff policy in 2004 — the advice provided on each occasion and the consideration and/or action subsequently undertaken by the PSNI.
- 3) A description of the role and responsibilities of a Grafton Recruitment strategic resource advisor; and confirmation of the length of time in which the individual referred to in the evidence session was employed elsewhere before taking up a PSNI facing role in the company.
- 4) A summary of the mechanisms and safeguards in place within Grafton to ensure that the evaluation of each potential candidate is fairly conducted.
- 5) Of the pool of individuals registered with Grafton who applied for temporary posts, what percentage were former officers? Of the three candidates typically supplied to PSNI in response to a vacancy as having met the criteria, what proportion of those selected by PSNI were former officers?
- 6) In appendices 2 and 3 of the letter to the Committee of 5 November, the invitation to tender – specification of requirement documents for both permanent police support staff and temporary staffing requirements were provided. These were both 2007 documents. They both list as specific task requirements: additional essential requirements that

“We will require the agent to handle the issuing and receiving of all equal opportunity monitoring forms. Analysis of equal opportunity data will also be the responsibility of the agent. PSNI equality and diversity unit must be provided with all relevant information for Fair

Employment monitoring purposes. We are interested in hearing your proposals for setting up an independent process for handling equal opportunities analysis for the organisation”.

Please provide the final contract terms and an assessment of the process by which this requirement was dropped from the temporary staff contract. Did this requirement appear in the terms of the 2004 varied contract for temporary staff?

- 7) In confidence if necessary, whether it is the case that two former Grafton employees now occupy fixed-term contracts in the PSNI's central HR and crime departments; whether this was via open competition; whether any potential conflicts of interests were declared or identified in this respect; and if so how they are being managed by PSNI.
- 8) How many Grafton employees have been employed subsequently by PSNI on fixed term or permanent contracts? For which posts and in which departments? How many are former police officers?
- 9) How many appointments of Grafton employees by PSNI on fixed term or permanent contracts were not made through a competitive process, that is involving public advertisement of the vacancy, sifting of applications received in response and formal interview of the suitable candidates? For which posts and in which departments? How many are former police officers?
- 10) A summary of all PSNI contracts extant between 2002 and 2004 demonstrating the PSNI's contract variation — as opposed to newly tendering — practice on contracts of all scale.
- 11) The three sets of advice provided by PSNI procurement unit in 2004 in relation to variation of the permanent staff contract; and the letters and or report by Central Procurement Directorate referred to by Mr Best which said that “with regard to the contract, which included the HET, the PSNI complied with public sector procurement guidance. Variations were put in place that gave rise to efficiency, and value for money was obtained”.
- 12) In how many cases where police officers were rehired on grounds of specialist skills or “consultancy/staff-substitution” was this on grounds of continuity of task or sensitivity of stakeholder relationships?
- 13) Please confirm the total number of consultants currently employed by the PSNI, and of those how many are allocated offices within its estate.
- 14) Up-to-date figures for composition of the service by gender, ethnicity etc.
- 15) A breakdown of the current total number of staff within the call handling unit, and the number of former officers working within it.
- 16) The number and percentage of roles that deemed an advanced driving qualification as an essential criterion and a summary of the roles where this would be necessary.
- 17) The cost of vetting and training of temporary and permanent staff from 2001 to 2011.
- 18) The provider of the training given on behalf of the Police Rehabilitation and Retraining Trust to two reservists referred to in paragraph 4.8 of the C&AG's report — if this was not the trust itself.
- 19) Clarification of whether the Policing Board was aware of the 20% uplift in requirement of temporary staff in 2007 given that it had been involved in the Workforce Strategy albeit not having endorsed it.
- 20) The outstanding information from the Committee's previous correspondence on injury on duty, which I understand you are still having collated.

You will wish to liaise with Mr Kennedy in responding to points 3-5 and with Mr Pollock on points 19 and 20. I am copying this letter to all lead witnesses in the inquiry and ask them all to assist the Committee as fully as possible.

I would appreciate your response by 21 December.

Yours sincerely,

A handwritten signature in black ink that reads "Michaela Boyle". The signature is written in a cursive, flowing style.

Michaela Boyle
Chairperson
Public Accounts Committee

Correspondence of 17 December 2012 submitted anonymously

17th December 2012

Ms Michaela Boyle MLA (Chairperson) PAC

Northern Ireland Assembly
Parliament Buildings
Ballymiscaw
Stormont
Belfast
BT4 3XX

PUBLIC ACCOUNTS

20 DEC 2012

COMMITTEE

Dear Madam

I read with interest the Northern Ireland Public Accounts Committee (Hansard) Official Report on PSNI minutes of evidence recorded 10 October and 28 November 2012.

The Government's strategy for Procurement is to achieve Continuing Improvement in Value for Money, based on whole life cost and quality, and to enhance the competitiveness of suppliers, through the development of world class professional procurement systems and practices. The strategy forms part of the Government's continuing quest for efficiency and effectiveness set out in the White Paper "The Civil Service: Continuity and Change". Top management in Departments will be responsible for its delivery.

In the context of the above I forward the following matter for consideration:

For several years PSNI have continued to employ a number of suppliers having a combined turnover in millions of pounds with no contract or re-tendered contract process in place.

Yours sincerely

I trust you will understand and accept my apology to remain anonymous.

Correspondence of 16 January 2013 from Mr Sam Pollock

Sam Pollock

Chief Executive

Date: 16 January 2013

Ms Aoibhinn Treanor
Clerk to the Public Accounts Committee
Room 371
Parliament Buildings
Stormont
BT4 3XX

Dear Aoibhinn

Further to the Chair of PAC, Michaela Boyle's letter to Nick Perry dated 19 October 2012, I am now in a position to respond to the specific issue on Injury on Duty awards and then to more general issues stemming from the Hearing on 28 November 2012.

Your Question 18 – whether any officers who retired under Patten, declaring themselves fit for work, subsequently received an Injury on Duty award; if so, how many of these receiving severance and an award returned as agency staff; and whether any of those staff have had their award reduced as a result of returning to work for PSNI.

Response – a total of 53 Patten Retirees who returned as Agency Staff received an Injury on Duty pension award. None of the 53 had their Injury on Duty pension award reduced for the reason of returning to work for PSNI as Agency Staff.

With regard to the impact on severance or pension benefits as a result of being re-employed or re-hired, the advice to the Board is that only if a person is re-employed as a "Member" of the PSNI would they have been obliged under the Patten agreement to return lump sums. While the evidence put to the PAC in the NIAO Report and by PSNI at your Hearings would indicate that some staff were re-employed to carry out similar or identical duties as in previous roles as Members, being employed as 'agency staff' did not require them to return any benefits.

On Page 8 of the Hansard I note that a manager in PSNI stated that his understanding in relation to the request for this information was to be answered initially by the Policing Board and **"that after 2 or 3 weeks it found that it did not have the information"**. In order to clarify the facts in relation to this matter, the Board at all times has had the information in relation to the Injury on Duty pension awards. It did not have, nor should it have, the personnel information in relation to the Members released under Patten. Following the request of the PAC on

19 October 2012, the Board asked for the relevant information from PSNI and was only provided with the information on 27 November 2012, one day before your Hearing. Contrary to the comment given as evidence to your Committee, there has been no delay on the part of the Northern Ireland Policing Board in relation to this request for information by the PAC.

I wish also to clarify facts in relation to comments made by a manager from the PSNI at the PAC on 28 November 2012 (see Page 19 Hansard). The issue related to the availability of information on community backgrounds of agency staff employed. This individual stated that **"it was confused when the Chief Executive of the Policing Board made some reference to this at the previous meeting, (Taken to be PAC – 10 October 2012), that has never been our understanding and we will check it."**

Repeatedly in the evidence provided at the Hearings on 10 October and 28 November 2012, and highlighted in the NIAO Report, the contract used to employ agency staff was the principal contract issued to Grafton in 2002 for the recruitment of permanent staff. PSNI viewed it as appropriate to extend this contract to cover the recruitment of temporary staff without further procurement or competitive process. Regardless of the arguments or defensibility of this course of action it is self-evidently correct that the conditions applying to the contract used for the recruitment of permanent staff would then apply to the further extension in the recruitment of temporary staff.

I provided evidence to the PAC on 10 October 2012 specifically on the basis of information provided by PSNI to the former Chief Executive of the Policing Board on 28 April 2005 and the Chief Executive had attempted on two occasions to clarify if the recruitment of temporary staff had been as a subject of a second procurement process, and that a separate contract existed. It was PSNI who confirmed eventually that no secondary procurement had taken place, **and it was PSNI who provided a copy of the original invitation to tender and specification of the contract dated 8 April 2002, underpinning the process of recruitment of agency staff.** It was from that document I quoted on 10 October 2012. Furthermore, this same document is provided by PSNI to PAC in the portfolio of correspondence between PSNI and the Northern Ireland Policing Board between 2002 and 2012. There is no confusion as far as I am concerned and I ask you to consider the document as material evidence.

- The importance of community background is clearly set out in 3.2 and the obligation on PSNI to retain vetting responsibilities is also clearly stipulated in 3.2. This vetting would have identified previous working experience of the applicants.
- I refer you also to 3.2(3) – the stipulation that Grafton would be required to produce relevant recruitment documentation, including letters, Personal Specifications forms and assessment materials. It states that this excludes Letters of Appointment and Contracts of Employment which shall remain the responsibility of the Chief Constable of the PSNI, and therefore the primary employment responsibility resting still with PSNI.
- In addition 3.2(4) - specifies that Grafton would be required to handle the issuing and receiving of job application forms and Equal Opportunity Monitoring Forms. Analysis of equal opportunity data would also be the responsibility of the Agent and that the PSNI Equal Opportunities Unit would be provided with all relevant information for employment monitoring purposes.
- It is further stipulated in 3.2 (13)(14) that the agent's proposal must be fully compliant with all employment legislation in Northern Ireland, and that the agent would be required to carry out regular monitoring and validation of recruitment and selection process, and that the agent would be required to provide the Chief Constable with access to all relevant data.
- To state or infer that the Northern Ireland (1998) Act, or Fair Employment legislation and Code of Practice does not apply to the monitoring of the community background of temporary or Agency staff is without foundation. There is no provision within the Act for employers to exclude themselves from the monitoring of their staff. The only exemption is for private sector employers who employ less than 10 staff or employees doing less than 16 hours per week. The PSNI is a public sector employer and deemed to be registered under the Act.
- At any point since April 2002 the contractual arrangement which existed with Grafton in relation to monitoring of community background of staff recruited on a permanent basis, or subsequently by variation of the contract, for temporary staff, the information should be available and, when required, reported to the Chief Constable as the contract stipulates.

In my view there is nothing confusing in relation to the obligations on Grafton operating as a recruitment agency or on PSNI as an employer of staff recruited by them through Grafton. I would therefore ask the Committee to disregard the view put to them that PSNI had no responsibility or right to ask Grafton to provide information in relation to the community background or profile of staff which PSNI issued temporary contracts of employment to, for

short or lengthy periods of time. If PSNI did not choose to seek that information, or refused to provide it to the Northern Ireland Policing Board or to the PAC, that must be explained by the PSNI and not the Board.

Finally, a view was put to the PAC on 28 November 2012 that there should be an independent audit on the provision of information to the Policing Board Committees in relation to these matters. I support that suggestion wholeheartedly, I have already made the Board aware of the suggestion and I have written to the Permanent Secretary supporting the need for an audit and that the Board would co-operate fully with such an audit.

In the meantime, I hold firmly to my view put to the PAC on 10 October 2012 that the Board, through its Committees and its Members, had consistently and persistently raised concerns and sought information in relation to the extent of the recruitment of former police officers released under Patten back into the PSNI in staff support roles. I hold to the view that the information provided was completely inadequate and unsatisfactory and it is only in the current NIAO Report that the nature and extent of the use of Agency staff has been documented factually.

I trust this helps clarify the position for the PAC.

Yours sincerely



SAM POLLOCK
Chief Executive

203718

Correspondence of 16 January 2013 from Mr Ryan Henderson

Personal, Professional, Protective Policing



SUPERINTENDENT RYAN HENDERSON CHIEF CONSTABLE'S OFFICE

Our Ref: Com Sec 12\6976

16 January 2013

Dear Aibhlin,

I write further to the Chair of the Public Accounts Committee's letter to the Chief Constable of 7 December 2012. I am responding on behalf of the Chief Constable.

I thank you for your patience in awaiting our response and also your guidance in clarifying questions. As you know the information required has taken some time to collate however I am now in a position to provide the committee with a response to nineteen of the twenty questions posed. A response to Q 10 shall follow in due course.

1) An overview by year since 2001 of the number and percentage of back office roles performed by former police officers.

The PSNI does not use the term, 'back office roles' and therefore, it is not possible to answer the question as posed. For many years, the HMIC designation of 'organisational support' has been used in HR Strategy and other documentation to assess those roles in which officers are deployed, which are not either operational or operational support (the other two HMIC designations).

The figures are:-

POLICE REGULARS (SECONDMENTS EXC)	ORGANISATIONAL SUPPORT FTE	% ORG SUPPORT	Regulars FTE
31/03/2002	219	3	7204.00
31/03/2003	174	2	7091.25
31/03/2004	189.5	3	7392.00
31/03/2005	152.75	2	7496.75
31/03/2006	176	2	7530.25
31/03/2007	146.5	2	7545.25
31/03/2008	206.5	3	7399.00
31/03/2009	234.5	3	7390.75
31/03/2010	173.75	2	7367.00
31/03/2011	152.25	2	7273.25
31/03/2012	107.25	2	7124.75

Notes:-

- (1) Organisational Support figures excludes Career Breaks and Suspensions
- (2) Secondments are excluded
- (3) The figures quoted are full-time equivalent (FTE)

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 700005 Fax: 028 90 561645 Email: ryan.henderson@psni.pnn.police.uk

- 2) A chronology of the dates on which PSNI met the Equality Commission for Northern Ireland — including specifically whether advice was sought on screening for the temporary staff policy in 2004 — the advice provided on each occasion and the consideration and/or action subsequently undertaken by the PSNI.

The schedule below shows the meetings which have been held with the Equality Commission since 2001. The schedule has been compiled by way of a manual search. Therefore, it is possible that discussion and/or more informal meetings could have been missed.

Date:	Subject Matter:
09/02/2001	Police Recruitment
14/03/2001	Recruitment
18/06/2001	Police Reserve
27/09/2001	Neutral Working Environment
05/10/2001	Police Recruitment
19/10/2001	Police Recruitment
22/11/2001	Police Training
11/01/2002	Article 55 Review
20/02/2002	Presentation on 50:50 Recruitment
10/05/2002	Job Analysis
23/05/2002	Equal Opportunities Policy Review
18/11/2002	Police Recruitment
02/04/2003	Sectarianism/ Racism
03/04/2003	Police Training
11/04/2003	General Recruitment
11/09/2003	Police Recruitment
12/01/2004	Regular Update
19/04/2004	Statutory Duties
27/05/2004	Article 55 Return
16/06/2004	Regular Update
24/08/2004	Regular Update
29/09/2004	Flags and Emblems in Public Places
09/03/2005	Regular Update
03/04/2006	Regular Update
06/06/2006	Race Equality Issues
05/09/2006	Settlement Case
01/11/2006	Regular Update
14/05/2007	Leavers
18/03/2008	Regular Update
04/09/2008	Recruitment
29/09/2008	Statutory Duties
18/11/2008	Regular Update
09/01/2009	Regular Update
18/02/2009	Regular Update

16/12/2009	Training
10/09/2010	Training
23/11/2010	Section 75 & Reducing Bureaucracy
01/02/2011	Regular Update
30/06/2011	Equality Scheme
04/10/2011	Equality Scheme
16/01/2012	Recruitment & Retention
22/05/2012	Regular Update
28/06/2012	Regular Update
04/07/2012	Equality Scheme
08/11/2012	Equality Matters
22/11/2012	Regular Update

A number of meetings took place with the Equality Commission in 2004 in which general advice would have been sought on equality matters including Section 75 screening - there are no records available to show specific advice was sought on screening the use of temporary staff.

3) A description of the role and responsibilities of a Grafton Recruitment strategic resource advisor; and confirmation of the length of time in which the individual referred to in the evidence session was employed elsewhere before taking up a PSNI facing role in the company.

The role of the Strategic Resource Advisor is to provide technical expertise to the Grafton Account Team working on the PSNI contract in respect to resourcing specialist roles, for example explaining technical terms contained in the role profile and conducting probationary/performance reviews with Associates engaged in technical roles. The remit for this role is wider than the PSNI contract as the role holder is responsible for indentifying and progressing business development opportunities both within and outside of Northern Ireland.

The role holder has been engaged with Grafton since September 2011.

4) A summary of the mechanisms and safeguards in place within Grafton to ensure that the evaluation of each potential candidate is fairly conducted.

All candidates CVs are presented to the client in a consistent format. The data contained therein has been inserted by the candidate who is encouraged to fully document their skills and experience which are relevant to the role. When CVs are submitted to the client they are accompanied by a document called "CV proforma". The CV proforma is divided into three core sections and is comprised of the following:

- Section 1 - contains details of the temporary assignment - job order number, job title, location, name of PSNI stakeholder, date submitted. This ensures the stakeholder can clearly identify the role for which the C.V.s are submitted.
- Section 2 – contains a table with the following column titles – Candidate Name, Short listing decision and Reason. This acts as an audit trail of the decisions made by the client regarding the candidate's CVs submitted.
- Section 3 - description outlining how the PSNI Stakeholder should use the form thereby ensuring consistency of approach.

5) Of the pool of individuals registered with Grafton who applied for temporary posts, what percentage were former officers? Of the three candidates typically supplied to PSNI in response to a vacancy as having met the criteria, what proportion of those selected by PSNI were former officers?

Grafton understand the question to relate to the number of individuals who applied for temporary posts in PSNI, however our database does not allow us to refine this data to a specific client. We therefore provided PSNI with details of those people registered with the Grafton Account Team and the National Insurance Numbers supplied were checked by PSNI to ascertain whether or not they were former Police Officers. Of the 5,505 records checked, we understand that 36.5% (2,009) were former Police Officers.

Grafton have reviewed the outcomes of CV Proforma documents received by Grafton from PSNI from the 1st January 2012 to the 18th December 2012. In total 493 CV's were forwarded for roles, 142 of these submissions were successful. PSNI have checked their records to identify which of these candidates had experience as a Police Officer in PSNI. It is our understanding that of these 142 successful CV's 76 were ex-police officers.

6) In appendices 2 and 3 of the letter to the Committee of 5 November, the invitation to tender – specification of requirement documents for both permanent police support staff and temporary staffing requirements were provided. These were both 2007 documents. They both list as specific task requirements: additional essential requirements that

“We will require the agent to handle the issuing and receiving of all equal opportunity monitoring forms. Analysis of equal opportunity data will also be the responsibility of the agent. PSNI equality and diversity unit must be provided with all relevant information for Fair Employment monitoring purposes. We are interested in hearing your proposals for setting up an independent process for handling equal opportunities analysis for the organisation”.

Please provide the final contract terms and an assessment of the process by which this requirement was dropped from the temporary staff contract. Did this requirement appear in the terms of the 2004 varied contract for temporary staff?

The 'Invitation to tender for the recruitment and selection of police staff and the provision of temporary staffing services for the Police Service of Northern Ireland' document are attached for ease of reference.

The excerpt quoted in the letter is correct (Page 6, Section 3.2.3, Paragraph 9 refers - see **Appendix A**). This requirement relates to the recruitment of permanent staff to the PSNI. We required our agents to monitor and collate data for permanent competitions as the PSNI had a requirement under the Police (Northern Ireland) Act 2000 to appoint police staff personnel on a 50:50 basis were it appeared to the Chief Constable to be one of six posts to be filled at the same time and at the same level. It was incumbent on our agent to provide all relevant equality information in order that we could fulfil this commitment. We also used the information provided by our agents to undertake trend analysis on application rates/outcomes for permanent campaigns in order that we could identify appropriate advertising/outreach methodology.

As was explained at the PAC hearing, it was never the role of the PSNI to monitor the temporary workers used. This was for Grafton to do in its annual returns to the Equality Commission in line with the statutory requirements. Therefore, the requirement for equality monitoring data in respect of temporary workers was not 'dropped' as suggested at the hearing. There was no reference to the provision of equality monitoring in the 2004 contract variation.

- 7) In confidence if necessary, whether it is the case that two former Grafton employees now occupy fixed-term contracts in the PSNI's central HR and crime departments; whether this was via open competition; whether any potential conflicts of interests were declared or identified in this respect; and if so how they are being managed by PSNI.**

There are no former Grafton employees (as the term is normally understood) on fixed term contracts in the PSNI's HR or Crime Operations Departments.

There are 8 former temporary workers who are engaged on fixed term contracts, 2 are in the HR Department and 6 are in the Crime Operations Department. They were not appointed through open competitions. No conflicts of interest were identified and that remains the position.

- 8) How many Grafton employees have been employed subsequently by PSNI on fixed term or permanent contracts? For which posts and in which departments? How many are former police officers?**

There is one former employee of Grafton employed on a permanent contract, as a result of an open competition. He is a Departmental Head of Human Resources. He is not a former police officer.

The 8 individuals mentioned in the answer to question 7 are all former police officers. Six of them perform a specialist training role in Crime Operations Department. The other two are attached to the HR Department. One is covering the role of Contract Manager in respect of the Managed Services Contract and the other is the Head of Resourcing.

It is possible that there may be other individuals who were engaged as temporary workers under the Grafton contract who were subsequently offered employment through open recruitment. Research work continues to establish if it is possible to establish the position.

- 9) **How many appointments of Grafton employees by PSNI on fixed term or permanent contracts were not made through a competitive process, that is involving public advertisement of the vacancy, sifting of applications received in response and formal interview of the suitable candidates? For which posts and in which departments? How many are former police officers?**

The 8 former temporary workers identified in the answers to question 7 and 8 were not selected through open competition.

- 10) **A summary of all PSNI contracts extant between 2002 and 2004 demonstrating the PSNI's contract variation — as opposed to newly tendering — practice on contracts of all scale.**

This information has been requested from Central Procurement Directorate in DFP but is not available at the time of responding. This information will be forwarded when received.

- 11) **The three sets of advice provided by PSNI procurement unit in 2004 in relation to variation of the permanent staff contract; and the letters and or report by Central Procurement Directorate referred to by Mr Best which said that *"with regard to the contract, which included the HET, the PSNI complied with public sector procurement guidance. Variations were put in place that gave rise to efficiency, and value for money was obtained"*.**

Please see attached supporting evidence under the following headings:

1. Exclusion of salary costs
2. Use of existing contract for Temporary Workers
3. 2009 Variation for HET
4. 2011 Change in employment.

1. EXCLUSION OF SALARY COST

- 1.1 In Appendix B attached see e mail communication between (CPD/DFP) and Campbell Browne (Head of Procurement & Logistics, PSNI) dated 17 and 18 July 2012 which states:

"From the outset there was no value attached to the advertisement for civilian recruitment. This was the case every time it was advertised."

"We need to be mindful of the 'red herring' of agency staff. The vast majority of the spend recorded is not for Grafton's services but payment for agency workers employed by Grafton to work on PSNI's sites. These payments do not form part of the pure Grafton contract values which are based on itemised list of services and charges which were regularly benchmarked and demonstrated value for money."

1.2 In **Appendix C** attached, the 2006 NIO Procurement Guidance para 7.1 states:

"For the purpose of determining the appropriate procurement route the total estimated value of a contract must be taken into consideration. For example, if a contract is valued at £8,000 per year and the period of the contract is 3 years with the option to extend for up to two 2 further years the total estimated value of the contract is £40,000 therefore requiring the contract to be publicly advertised."

There is no guidance on how the consideration is calculated.

1.3. In **Appendix D** attached, The Public Contracts Regulations 2006 state in Part 1 Para 8 (7):

"For the purpose of paragraph (1) the estimated value of a public contract shall be the value of the total consideration payable, net of value added tax (calculated in accordance with this regulation), which the contracting authority expects to be payable under the contract."

There is no guidance on how the consideration is calculated.

1.4 In **Appendix E** attached, in a Meeting with CPD/NIO PU on 19 September 2005 it was confirmed: "Contract figure should be exclusive of salary costs".

1.5 Neither the Green Book Guidance (followed by PSNI pre-devolution) nor the NIGEAE Guidance (followed by PSNI post-devolution) indicates that salaries should be included in these Business Cases. We are not aware of any Department under the Assembly preparing business cases which include salary costs for Temporary staff pre 2012.

1.6 In the past the Department approved the Business cases excluding salary cost. If now in 2012 DOJ/DFP are indicating salary costs are included this will be complied with then. It is PSNI view that this requires to be clarified formally. The latest PSNI case for Temporary workers in 2012 now includes these salary costs because the issue was raised by NIAO for the first time in 2012.

2. 2004 USE OF EXISTING CONTRACT FOR TEMPORARY WORKERS

2.1 In **Appendix B** attached see e mail communication between (CPD/DFP) and Campbell Browne (Head of Procurement & Logistics, PSNI) dated 17 and 18 July 2012 and CPD/DFP confirmed:

"The auditor spoke to you for 15 to 30 minutes only. The meeting related to general background of civilian recruitment contracts. I can confirm that the auditor did not interview me in my capacity as professional procurement lead for PSNI and manager of CPD / NIO PU Local Operating Agreement. From the outset there was no value attached to the advertisement for civilian recruitment. This was the case every time it was advertised. There was never a change to the scope of the original contract. If contract variations had not been awarded to Grafton they would have had cause to challenge the decision as PSNI's contracted civilian recruitment supplier."

"In 2004 the variation to the contract was within the scope of the existing contract. The PSNI complied with public sector procurement guidelines and best value was obtained. Grafton's charge was reduced to 10% compared with the industry norm at that time of 19.6%, representing an actual annual saving of £67k in 2005/06 based on the civilians recruited in that year."

3. 2009 VARIATION FOR HET

3.1 In **Appendix B** attached see e mail communication between (CPD/DFP) and Campbell Browne (Head of Procurement & Logistics, PSNI) dated 17 and 18 July 2012 and CPD/DFP confirmed:

"With regard to the contract variation to include recruitment of civilian staff for HET, the PSNI again complied with public sector procurement guidelines and best value was obtained. The current framework by Thames Valley Police had expired and the variation put in place with Grafton resulted in a saving of £60k per annum."

"The costs for the recruitment services from Grafton were regularly benchmarked and challenged. A summary of progress up to the beginning of the latest contract is attached. This is an example of the PSNI together with NIO PU / CPD achieving significant improvements in the costs of service from Grafton."

3.2 Between 18 May 2005 and 14 March 2012 there were 30 meetings between Director of Human Resources, CPD/NIO PU and PSNI Head of Procurement and Logistics and Minutes were prepared by CPD/NIO PU.

3.3 There was discussion between CPD/NIO PU and PSNI regarding the approach to HET, which ended in agreeing to use the existing contract for HET Temporary Staff.

3.4 In meeting on 18 March 2009 (see **Appendix F** attached) with CPD/NIO PU:

"Civilian Recruitment Services – (CPD/NIO PU) had attended a meeting recently with HET to consider the use of the current Contract with Grafton for the appointment of Independent Investigators. In the past these staff had been appointed through a Thames Valley Framework Agreement but as this Contract was due to expire at the end of March HET considered that the use of the Grafton Contract may be a more cost effective option. said that while there would be some scope to amend the Grafton Contract any additional costs should not be

8

excessively beyond the value of the original Contract. He advised however that a meeting had been arranged with representatives from HR and HET to discuss the issue and no decision would be made until all options had been considered.”

3.5 In a meeting on 20 March (see **Appendix G** attached), Legal Advice provided by LC:

“Risk - Grafton could take PSNI for breach of contract for not using them.”

3.6 In meeting on 3 June 2009 (see **Appendix H** attached) confirmed agreement between CPD/NIO PU and PSNI after full consultation:

“Civilian Recruitment – (CPD/NIO PU) advised that Grafton had been appointed under the current Civilian recruitment Contract as master tender for the appointment of HET staff following expiry of the Thames Valley Framework Agreement at the end of March. It was anticipated that this would result in potential savings of £60k per annum.”

3.7 Total spend (£5m) was within the business case approved expenditure (of £5.4m), as confirmed in the NIAO Report para 2.15. There was no requirement for another business case.

3.8 In a meeting on 26 February 2010 (see **Appendix I** attached) with CPD/NIO PU:

“Civilian Recruitment Services – Grafton appointed as master tender for recruitment of HET staff following expiry of the Thames Valley Framework in March 2009. A Supplier Performance Review Meeting had been held on 16 February 2010 and no major issues raised. Grafton had reported savings of £128k to date against the previous rates charged by Reed under the Thames Valley Contract.”

4. 2011 CHANGE IN EMPLOYMENT

4.1 CPD fully consulted - 2011 Swedish Derogate Model – Email from (CPD) 1.7.11 at 12:26:

“This seems fine and I am happy for you to forward direct to Grafton for signature.”

4.2 In meeting on 25 October 2011 (**Appendix J** attached) between CPD confirmed:

“Contract Amendments – It was noted that there had been one formal Contract Variation in the last 12 months which had been agreed by both parties. This related to the Employment of Associates under the Swedish Derogation Model in order to fulfil the current Contractual requirement to provide Temporary Staffing Services to PSNI.”

- 4.3 No business case required as it did not increase the value of the contract to Grafton - all within the contract.

12) In how many cases where police officers were rehired on grounds of specialist skills or "consultancy/staff-substitution" was this on grounds of continuity of task or sensitivity of stakeholder relationships?

In all cases where police officers have been engaged for 'consultancy services' over the last 5 years, they have been assessed as being required on the grounds of either continuity of task or sensitivity of stakeholder relationships.

13) Please confirm the total number of consultants currently employed by the PSNI, and of those how many are allocated offices within its estate.

There is currently no one employed providing consultancy services.

In the interest of providing the Committee with as much information as possible, I would point out that there are a small number of people, who do not come under the narrow definition of consultancy, but who are employed to act as 'external advisors'.

14) Up-to-date figures for composition of the service by gender, ethnicity etc.

The monitoring data across all the Section 75 categories as at 1 December 2012 is attached (Appendix K). The statistics in respect of community background, gender and ethnicity are posted on the PSNI's website.

15) A breakdown of the current total number of staff within the call handling unit, and the number of former officers working within it.

The following is a summary of the numbers engaged in Call Handling as at 10 December 2012.

	Regular	Police Staff	Associate	Grand Total
Actual Number	226	150	8	384
F.T.E.	225.25	146	7	378.25

Of the 8 Associates, 2 are former officers.

16)The number and percentage of roles that deemed an advanced driving qualification as an essential criterion and a summary of the roles where this would be necessary.

Grafton do not have the capacity to search historic requests for temporary staff by qualification criteria, without a lengthy manual exercise. However, the PSNI Traffic and Driver Training Unit can confirm that the only role within PSNI requiring an Advanced Driver qualification as essential criteria is Close Protection Unit drivers. There are currently no temporary staff performing this role.

17)The cost of vetting and training of temporary and permanent staff from 2001 to 2011.

The cost of initial vetting for temporary workers and permanent staff from 2001 to 2011 is estimated at over £200k. Vetting is renewed every 3 - 5 years so there is a cyclical cost associated with this process. This estimate is based on level 2 vetting clearance using actual numbers and average costs. The costs of higher level Developed Vetting is not included. Further detailed work would be required to obtain more accurate information as it is not readily available.

The cost of training from 2001 to 2011 for all temporary workers and permanent staff is not readily available. There are no records to keep track of this specific information. The training required for each job is unique and would depend on the skills that each person has and brings with them into the organisation. Training is also on going as new systems and processes develop over time and people move into different roles. Training could also be provided by different means –including external training courses, in house training, work shadowing etc. There is simply no readily identifiable way of providing a meaningful estimate of these costs.

18)The provider of the training given on behalf of the Police Rehabilitation and Retraining Trust to two reservists referred to in paragraph 4.8 of the C&AG's report — if this was not the trust itself.

The Compulsory Severance Scheme for members of the Full-Time Reserve included a paid re-training period. Each participant decided on the appropriate training, if any, to allow them to seek new employment.

Of the two individuals referred to in the question, one did not avail of any re-training from the Police Rehabilitation and Re-training Trust. The other undertook a course of academic study through Queen's University, Belfast.

19)Clarification of whether the Policing Board was aware of the 20% uplift in requirement of temporary staff in 2007 given that it had been involved in the Workforce Strategy albeit not having endorsed it.

A monthly return including temporary workers has been provided to the NIPB since May 2007.

20)The outstanding information from the Committee's previous correspondence on injury on duty, which I understand you are still having collated.

It is understood a response has since been provided by the NIPB

I hope the Committee find the information provided helpful in their considerations.

RYAN HENDERSON

Aoibhinn Treanor
Clerk to the Public Accounts Committee
Room 371
Parliament Buildings
Ballymiscaw
Belfast
BT4 3XX

Appendix A



INVITATION TO TENDER FOR THE RECRUITMENT AND SELECTION OF POLICE STAFF AND THE PROVISION OF TEMPORARY STAFFING SERVICES FOR THE POLICE SERVICE OF NORTHERN IRELAND

Specification of Requirements

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1. INTRODUCTION

We wish to appoint an agent to recruit and select personnel in ways that conform to the principles contained in the Report of the Independent Commission and subsequent legislative requirements as set out in the Police Regulations. This will include a requirement to provide a temporary staffing service to the Police Service of Northern Ireland.

2. BACKGROUND

2.1 As part of the recommendations made in the Report of the Independent Commission on Policing in Northern Ireland 1999¹ (the Patten Report) a number related to the recruitment and selection of Police Support Staff. These included:

Recommendation 117: *"the police should contract out the recruitment of both police officers and civilians into the police service. There should be lay involvement, including community representatives, on recruitment panels."*

Recommendation 118: *"the recruitment agency should advertise imaginatively and persistently, particularly in places likely to reach groups who are under represented in the police."*

Recommendation 119: *"the agency should advertise beyond Northern Ireland, in the rest of the United Kingdom and Republic of Ireland."*

Recommendation 120: *"all candidates for the police service should continue to be required to reach a specified standard of merit in the selection procedure. Candidates reaching this standard should then enter a pool from which the required number of recruits can be drawn."*

Recommendation 121: *"an equal number of Protestants and Catholics should be drawn from the pool of qualified candidates."*

2.2 In order to mobilise these recommendation into actions, the Northern Ireland Office were required to enshrine the Patten recommendations in legislation. As a result the Police (Northern Ireland) Act 2000 and the Police Service of Northern Ireland (Recruitment of Police Support Staff) Regulations 2002 (Reference: Statutory Rule 2002 No. 258) were enacted and now underpins the basis upon which the recruitment process is administered. Details of these can be found at www.opsi.gov.uk/acts/acts3000/20000032 and www.opsi.gov.uk/sr/sr2002 respectively.

2.3 In June 2002 the recruitment and selection of police support staff was contracted out. This contract was awarded after a competitive tendering exercise in keeping with European Economic Community and Government Accounting Rules.

2.4 Police Support Staff work in the majority of police stations throughout Northern Ireland. In addition, there are a number of other police establishments located in the Greater Belfast area such as River House (Belfast city

centre), Lesley Buildings (Belfast city centre), Lislea Drive (South Belfast), Seapark (Carrickfergus) and Garnerville (East Belfast).

- 2.5 There are approximately 140 different job types within the PSNI Police Support Staff, which includes a number a specialist posts. In the main the recruitment process involves: advertising vacancies, paper sifts, selection tests and assessments, interviews, medical assessments and security vetting. Our agents will be responsible for managing all parts of the recruitment process with the exception of security vetting.
- 2.6 To date our current recruiting agents have administered over 200 campaigns, attracting in excess of 41,500 application requests, with 20,000 completed applications received. Examples of recruitment campaigns that were administered during 2005 and 2006 are listed at **Appendix A**. In addition they provide us with temporary agency workers across all of the staff groups. The PSNI currently have in excess of 700 agency workers assigned across Northern Ireland. Information on the job types currently assigned on an agency basis is set out in **Appendix B**.
- 2.7 The Chief Constable has to satisfy a number of legislative requirements regarding the appointment of Police Support Staff. The agent should pay particular attention to Sections 44 and 46 of the Police (Northern Ireland) Act 2000 i.e. an applicant pool that has reached a specified standard of merit in the selection procedure and the application of 50/50 appointment where 6 or more police support staff vacancies are to be filled at the same level and at or about the same time. Examples of recruitment competitions that resulted in 6 or more appointments being made are listed in **Appendix C**

1. See **A New Beginning: Policing In Northern Ireland. The Report of the Independent Commission on Policing for Northern Ireland. September 1999** - A full copy of the report can be found at www.belfast.org.uk/report.htm

3. SPECIFICATION

This specification outlines our requirements and invites your proposals to carry out this work.

3.1 AIMS

- 3.1.1 To design and administer an effective, efficient and fair recruitment and selection process for Police Support Staff in the Police Service of Northern Ireland. This process must produce a number of staff to reflect our demands.
- 3.1.2 To provide temporary staffing services to meet the operational needs of the PSNI across Northern Ireland

3.2 SPECIFIC TASK REQUIREMENTS

- 3.2.1 We are interested in receiving wide-ranging and creative proposals on the methods you feel are best suited to selecting quality applicants for permanent Police Staff posts and in providing a temporary staffing service to the Police Service of Northern Ireland.
- 3.2.2 You must, as a minimum:
 - Advertise vacancies widely and imaginatively in order to increase the number of applications from groups currently under-represented in the police service. The current composition, by community background, of directly recruited permanent Police Support Staff is 22% perceived Roman Catholic. Furthermore, women are currently under-represented in certain posts particularly those at a senior level. We would be interested in how you could assist us in further developing our outreach strategy to increase the numbers successfully recruited.
 - Clearly demonstrate how the service will be delivered and specifically by whom within Northern Ireland.
 - Design and conduct appropriate assessments for each post that are reliable, valid and reflect best practice and leading edge developments in assessment methodology. The agent should be aware that, where a specialist knowledge of the duties of the post are required, Police Officers or members of Police Support Staff may assist with the assessment of applicants for appointment, if required and agreed.
 - Demonstrate the ability to provide temporary agency workers within an agreed timeframe and to an agreed job specification to meet the operational needs of the PSNI. A current list of job types and locations is provided in **Appendix B**.

3.2.3 In developing your proposals you will need to take account of the additional, essential requirements below:

1. The agency must have locally based, appropriate professional expertise, adequate staffing and other resources to meet our requirements. Whilst it is difficult at this stage to define our exact HR requirements for the forthcoming year, the agent may be expected to administer between 30 and 50 different campaigns per annum, some of which may create a high volume of applications.
2. The emphasis of this provision is on the availability of a wide range of posts. A full list of the occupational classifications is provided at **Appendix D**.
3. We will require the agent to make proposals on the likely duration for the delivery of the suitably qualified applicant pools for recruitment competitions.
4. We will require the agent to assist with role profiling and job evaluation of new and existing posts when required. The PSNI currently subscribe to the Job Evaluation and Grading System (JEGS) provided by Tower Perrins. This is in line with the wider Public Sector.
5. Advertising of job vacancies for Police Support Staff could extend beyond Northern Ireland to include the rest of the U.K. and the Republic of Ireland, if necessary.
6. The agent will be expected to liaise closely with the PSNI Media and PR Department to handle wider public relations work within the police service, if judged necessary.
7. We will require the agent to design and produce the relevant recruitment documentation, including letters, job descriptions, person specifications, forms and assessment materials. The design of these must be agreed in consultation with the police service and in line with the Integrated Competency Framework² (reference pt 7 below). Issuing employment contracts shall remain the responsibility of the Chief Constable of the Police Service of Northern Ireland.
8. The PSNI currently subscribe to the Skills for Justice Integrated Competency Framework, which is a series of national standards and guidelines, which enables forces and individuals to improve quality and consistency of performance and behaviour in jobs throughout the police service.

It is made up of three strands:

National Competency Framework (NCF)

National Occupational Standards (NOS)

National Performance and Development Review (PDR)

2. See Skills for Justice website at www.skillsforjustice.com

It is used to plan training needs, compile job descriptions, assist in recruitment, monitor and assist staff development, improve performance and much more. We wish to hear how you will incorporate this in the generation of recruitment documentation such as Job Descriptions and Person Specifications.

9. We will require the agent to handle the issuing and receiving of all equal opportunity monitoring forms. Analysis of equal opportunity data will also be the responsibility of the agent. Police Service of Northern Ireland Equality and Diversity Unit must be provided with all relevant information for Fair Employment monitoring purposes. We are interested in hearing your proposals for setting up an independent process for handling equal opportunities analysis for the organisation.
10. The agent will be required to carry out initial screening and assessment of all applicants against eligibility criteria for the role in order to generate a merit pool of suitably qualified applicants. The agent will also ensure that all applicants from outside the European Community who apply for a post will have an appropriate documentation to work in the United Kingdom.
11. The agent will be responsible for handling all administrative work associated with the recruitment competitions including issuing and receiving job application forms and all other recruitment literature. Best practice must be followed by the agent in communicating with applicants at all stages of the selection process and portraying a positive image of the organisation throughout.
12. The agent will be required to inform applicants about each stage of the process and provide results and feedback to applicants in a timely and professional manner.
13. The agent must satisfy the Chief Constable that the highest standards of integrity and confidentiality will be maintained in relation to all assessment procedures and materials.
14. The agent will be required to carry out regular monitoring and validation of the recruitment and selection process including obtaining applicants' views of the process.
15. Each merit pool shall remain valid for either a maximum of 12 months from the date the merit pool is formed or whilst our requirements under Section 46(5) of the Police (Northern Ireland) Act 2000 are assured, whichever is soonest.
16. The agent must facilitate full access to the recruitment and selection process by a team of community observers appointed by the Northern Ireland Policing Board if required to do so. The agent will also be required to contribute to the training of community observers. See **Appendix E** for further information.
17. The agent's proposal must be fully compliant with all employment legislation in Northern Ireland.
18. The agent will also be required to provide the Chief Constable with access to all relevant data. Regular

and detailed breakdown of test results by an exhaustive set of variables will be required for each competition.

19. The successful agent will be required to facilitate ongoing monitoring and evaluation of the recruitment and selection processes by police personnel and independent bodies as and when required.
20. Given the importance and scale of this contract, it is important that robust performance measures are agreed. You must include proposals for a full range of performance measures for all elements of the contract in your bid.
21. The police service has a Project Manager who will oversee all aspects of the contract. In addition, a Project Board will meet annually to discuss the strategic aspects of the contract and will include senior representatives from the HR Department. In your proposal you are asked to suggest a series of performance indicators that may form the basis of an agenda for both the regular management meetings and the strategic meetings.
22. The security vetting of all applicants will continue to be carried out by the Police Service of Northern Ireland and will form an integral part of the selection process. It is likely that this function will be carried out after the formation of the suitably qualified merit pool and whilst its attainment is not required for entry into the merit pool produced by our recruitment agent, it will be required before appointment to a police staff post.
23. PSNI Occupational Health and Welfare (OHW) currently undertake the medical assessment for Police Support Staff. We require our agent to work with OHW in scheduling medicals and communicating with applicants. This may form part of the selection process and should be factored into your timetable for producing a merit list. We will be interested to see in your proposal how you will manage this relationship and what procedures and protocols you would put in place to ensure effective and efficient working relationships.
24. With regard to the provision of temporary workers, you must provide information on how you intend to provide a rapid, cost effective response to fulfilling current temporary assignments through the supply of agency workers
25. You must demonstrate how you will manage the assignment of temporary agency staff through the establishment of procedures and protocols to meet supply and demand, ensuring high standards of professional recruitment practice are employed in their assignment.
26. The Police Service of Northern Ireland may change their requirements to meet operational priorities during the course of this contract.

4. ADDITIONAL INFORMATION

The agent should be aware that the following forms are currently available:

- An Equal Opportunity Monitoring form
- A Security Vetting form

5. TIMESCALES

It is anticipated that the contract will be awarded during July 2007. The contract will be awarded initially for 3 years with an option to extend for a further 2, 12-month periods. The successful agent must be in a position to start work immediately after the award of the contract. Your submission should include a draft implementation and rollout plan.

6. COSTS

Tenderers must complete all sections included in the Pricing Schedule. Proposals must include a breakdown of costs (exclusive of VAT) for each element of the recruitment and selection process. A separate Pricing Schedule is included for the provision of temporary staffing services to the PSNI.

7. E- BUSINESS

Tenderers must also outline their proposal for an e-government solution for processing the key business transactions associated with this contract. This would include electronic notification by PSNI of hours worked and electronic receipt of invoices from the contractor.

As part of the above solution PSNI will either:

1. Process BACS payments to the contractor including issue of electronic remittance advice details; or
2. Process payments to the contractor using the Government Procurement Card.

An appropriate e-business solution agreed between PSNI and the Contractor must be in place no later than April 2008.

APPENDIX B

From:
Sent: 18 July 2012 08:49
To: BROWNE Campbell
Subject: RE: NIAO Draft Report - Use of Agency Staff

Campbell

Generally content apart from point 5. The recruitment of HET staff under the existing Grafton contract was not covered by a formal variation of contract as it was considered at the time that this was simply an extension of the existing recruitment services and not a variation to the contract. I did however draw up a contract variation (attached) for the additional administration costs associated with the contract but this was never approved or signed off by PSNI HR. The relevant papers will be on the file which NIAO will already have had access to so I am not sure how you want to cover this in your response. Give me a ring if you wish to discuss further.

Department of Finance and Personnel
Central Procurement Directorate
Clare House
303 Airport Road West
Belfast BT3 9ED

email:
Tel:
Tel:

From:
Sent: 17 July 2012 08:14
To:
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: NIAO Draft Report - Use of Agency Staff

Following our discussions on this subject on the 10th and 16th July, please find below a summary of the major points arising.

1. The auditor spoke to you for 15 to 30 minutes only. The meeting related to general background of civilian recruitment contracts. I can confirm that the auditor did not interview me in my capacity as professional procurement lead for PSNI and manager of CPD / NIOPU Local Operating Agreement.
2. From the outset there was no value attached to the advertisement for civilian recruitment. This was the case every time it was advertised. There was never a change to the scope of the original contract. If contract variations had not been awarded to Grafton they would have had cause to challenge the decision as PSNI's contracted civilian recruitment supplier.

3. We need to be mindful of the 'red herring' of agency staff. The vast majority of the spend recorded is not for Grafton's services but payment for agency workers employed by Grafton to work on PSNI's sites. These payments do not form part of the pure Grafton contract values which are based on itemised list of services and charges which were regularly benchmarked and demonstrated value for money.

4. In 2004 the variation to the contract was within the scope of the existing contract. The PSNI complied with public sector procurement guidelines and best value was obtained. Grafton's charge was reduced to 10% compared with the industry norm at that time of 19.6%, representing an actual annual saving of £67k in 2005/06 based on the civilians recruited in that year.

5. With regard to the contract variation to include recruitment of civilian staff for HET, the PSNI again complied with public sector procurement guidelines and best value was obtained. The current framework by Thames Valley Police had expired and the variation put in place with Grafton resulted in a saving of £60k per annum.

6. The costs for the recruitment services from Grafton were regularly benchmarked and challenged. A summary of progress up to the beginning of the latest contract is attached. This is an example of the PSNI together with NIOPU / CPD achieving significant improvements in the costs of service from Grafton.

Please confirm &/or come back to me with any changes or additional points you wish to make.

Thanks,

Campbell

*

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*

APPENDIX C

Guidance on the Procurement of Goods and Services

1. Introduction

1.1 This guidance covers the Procedures that should be adopted across the NIO (including its Agencies) for the procurement of goods and services. It replaces the previous guidance which dates back to 1993 under the heading of "Financial Control Procedures" (Blackwell Instructions). Working methods have moved on since then and the almost universal use of email and the increasing use of call-off contracts and the greater use of the Government Procurement Card (GPC) has changed the procurement landscape.

2. Scope

2.1 Post-procurement activities are not included as they are already subject to separate procedures governing payments etc.

2.2 Individual Agencies and Divisions may have their own procurement procedures. This guidance sets out the **general principles and minimum standards** that should be applied to all such procedures. In light of the varying protocols that currently apply to the range of centrally negotiated contracts that can be accessed by the NIO and the particular use made of the Procurement Unit (PU) and Office Services as procurement sources (as distinct from everyone doing their own purchasing) the guidance seeks to avoid procedural prescription except where necessary. Notwithstanding this the use of the PU and Office Services where appropriate should be regarded as the default position for procurement for the core department unless there are evident Value for Money (VFM) grounds for doing something differently. Provided that your

guidance reflects the principles and meets the minimum standards set out below you may continue to use the procedures applied specifically to your business unit.

3. First Principles

3.1 There are a number of fundamental principles that must be applied to every procurement decision:

- i. The need for the procurement and its description should **always** be documented. (While prescribing the precise nature of the full documentary record required to cover every procurement would be difficult in light of the variety of contract protocols now in use, some clear expression of who wants what and why must be recorded at the point that a purchase decision is made. It is accepted that the level of documentation required will vary according to the value of the procurement and its source eg. a call-off contract, a stand-alone order, etc – no purchase order should be actioned without some form of documentation being generated to support the decision to purchase.) Each business unit should consider what form of record best meets their operational needs but whatever the outcome it must allow for an audit trail being able to be followed from the point at which a decision to purchase is initially made through the procurement agent (if you use PU/Office Services or another third party to buy for you) to the final payment stage. This will mean that in many cases complementary records for the same transaction may exist in more than one location. This should not be regarded as an inefficiency but as a safeguard that the contribution of each party involved in the procurement process is fully accounted for.
- ii. **Best Value** should be the benchmark against which every procurement can be measured. (This may be defined as ‘the optimum combination of whole life cost and quality [or fitness for purpose] to meet the customer’s requirements’ – it is not

necessarily the lowest price as it will involve other factors such as whole-life costs, quality and delivery against price). This will mean that the procurement record will always include details of every quotation given to support the final purchase decision.

- iii. It is government policy that goods, works or services should be acquired **by competition** unless there are compelling reasons to the contrary. (In this instance care should also be taken to ensure that barriers are removed to enable participation by small firms and the self-employed without discriminating against larger firms).
- iv. There should always be a **clear separation of responsibility for procurement and payment** ie, the person who authorises the procurement should not be the same person who authorises the resultant payment for the purchase. (Additionally care should also be taken to ensure *where practicable the separation of receipt of goods/services from the ordering/payment processes*).
- v. Procurement authorisation levels (see section 4 below) should be consistently applied across the department in order to ensure appropriate accountability and the creation of a clear audit trail in support of the decision to purchase. No purchase order should be processed without written confirmation of authorisation (including the use of email/fax if preferred) and an appropriate counter-signature to support the order unless it is given by a Grade A or above).
- vi. Procurement requirements should **not** be broken up into a series of smaller value purchases in order to avoid the application of the appropriate procurement procedure.

4. Authorisation Levels

4.1 The primary authorisation for goods and services is not at invoice stage but before a contract is entered into with the supplier. The procurement stage request and authorisation is therefore the critical process. The payment of the

invoice after goods or services have been supplied is essentially only a response to a legal obligation.

4.2 The 'authorisation to purchase' levels below are in line with the authorisation for payment delegations already in place. While every request to purchase requires a written authorisation of some kind, **only those which are being initiated by individuals below Grade A will require a countersigning signature.** Authorisers should ensure sufficient budget exists prior to authorisation. The nature of the authorisation to purchase documentation may vary depending upon the source of supply. For example utilising a call-off contract managed by Office Services for routine items may warrant no more than an email from the authorising officer or the completion of a pro-forma purchase order. Where purchasing is being done as a stand-alone order directly to a supplier then the documentation is most likely to be more complex. In those cases involving a pre-existing contract the protocols for that contract should be used.

4.3 Where services are to be supplied by Consultants then the processes set out within the departmental policy on the Use of Consultants http://nionet/policy_on_use_of_external_consultants.pdf.pdf should also be adhered to. Separate rules exist for the production and approval of Business Cases where significant expenditure (above £100k) is planned - [http://nionet/guidance_on_business_cases - hard copy version 20050407 v1.0-2.doc](http://nionet/guidance_on_business_cases_-_hard_copy_version_20050407_v1.0-2.doc) . Likewise where other protocols are in use that require additional process steps to be followed (for example the current requirement to seek subsidiary approvals from the Permanent Secretary and Director of Resources for new expenditure items) these should also be applied.

4.4 NIO Authorisation Levels:

- Up to £10,000 Grade C
- Up to £30,000 Grade B2
- Over £30,000 Grade B1 or above

5. Procurement Control Limits

5.1 Where a straight-forward purchase is involved then depending on the value of the proposed purchase the following approach should be taken:

- Up to £50 – petty cash procedures may be adopted if preferred, otherwise the requirements set out below for goods/services up to £1,000 should be followed.
- £50 to £1,000 – 2 oral quotations (where the same item(s) have been purchased within the previous six months and the original best price is maintained or bettered you may forgo the need for a further price comparison unless you have reason to believe that better value can be found elsewhere). In all cases a faxed or emailed price confirmation of the accepted oral quotation should be obtained before an order is placed. No supplier should be used without further price comparison in such circumstances for more than six months.
- £1,000 to £10,000 – 3 selected tenders
- £10,000 to £30,000 – 4 selected tenders
- £30,000 to £93,738 – publicly advertised tender competition (advertised in the Belfast Telegraph, Newsletter, Irish News and tendering journals)
- Over £93,738 – as above but also advertised in the European Journal (OJEU)

5.2 Best practice suggests that where possible more than the minimum number of quotations/tenders are sought in order to obtain best value for money and to seek fair competition. Small and medium businesses should where possible be given every opportunity to quote/tender.

5.3 It should be noted that a tender normally requires that the procurement be subject to the contracting authority's (NIO) terms and conditions. Procurement by quotation is usually on the basis of the suppliers' terms and conditions.

6. Call-off (Framework) Contracts

6.1 Using a pre-existing Call-off (Framework) contract avoids the need for a conventional quotation/tendering process and will usually speed up the procurement. There are protocols drawn up for each of these contracts and the protocol in each case **must** be followed. (PU can advise on these).

6.2 It is important to note that where the NIO or any of its Agencies is an actual named user on a contract they must use the contract. If a decision is taken by a business unit not to use such a contract where such an obligation exists then the reasons why should be documented for audit purposes and discussed with PU (to avoid breach of contract). The only acceptable reasons why such action should be taken is demonstrable better value being obtained elsewhere and/or better delivery performance being required. (Instances of poor performance in terms of either value or delivery by a supplier in a call-off contract situation should **in all cases** be reported to PU). Looking for better value alternatives to call-off contractors can be an expensive waste of public money when staff costs are factored into the final costs of an alternative supplier. Such practices are to be discouraged. A list of all contracts currently set-up by PU for the NIO along with those set up by the Central Procurement Directorate (CPD) in the Department of Finance and Personnel which the NIO can access can be found at **Annex A** along with appropriate contact details.

7. Tendering/contract constraints and opportunities

7.1 For the purpose of determining the appropriate procurement route the total estimated value of a contract must be taken into consideration. For example, if a contract is valued at £8,000 per year and the period of the contract is 3 years with the option to extend for up to two 2 further years the total estimated value of the contract is £40,000 therefore requiring the contract to be publicly advertised.

7.2 As with simple purchase orders a contract should not be broken up in order to avoid having to use a particular procurement route. For example, if you need to let a contract for window cleaning estimated to cost £150,000 you cannot pursue two separate contracts for cleaning the inside and the outside of the windows at c.£75,000 each in order to avoid having to advertise the contract in the OJEU.

7.3 Goods and services should be purchased through competition and to permit suppliers the opportunity to compete for public sector business. As a consequence single tender action (STA) should only be considered in exceptional circumstances where there are substantive and wholly defensible reasons for doing so. A shortage of time is not in itself justification for STA. Occasions when such action may be appropriate would normally include one or more of the following:

- The absence of alternative sources of supply (there must be evidence to substantiate this claim)
- The existence of proprietary or specialist equipment
- Technical reasons

In all cases the decision to take single tender action should be documented and put on file for audit purposes. All approvals to commence single tender actions should be counter-signed by at least a Grade A.

7.4 Occasionally a particular good or service must be sourced by companies specified by the Home Office or other designated Government approval body (if in doubt contact PU). If only one company has been specified or approved then the procedure for STA should be followed. If a number of approved providers have been specified then the appropriate tender thresholds will apply. If the estimated contract value exceeds the threshold where advertising would normally be required then approval should be authorised by at least a Grade A before proceeding to a 'select list' competition.

7.5 All contracts need time to set up and it is essential that sufficient time is allowed to enable the award of a final contract. Forward planning is critical to ensure that time is available for due process to be adhered to. There is no absolute benchmark against which timescales can be measured as the complexity of the actual requirement, the availability of the market to deliver and the procurement route involved can all have a substantial impact on the time necessary to reach a successful conclusion. By way of example a secondary competition from a consultancy framework agreement for a contract valued at £30,000 could take 4-6 weeks from set up to award. A contract that had to be advertised in OJEU could take at least 4 months from set up to award.

8. Further Advice

8.1 If you require further advice or guidance on any aspect of procurement please contact your individual procurement team or the Procurement Unit within the NIO Core. For contact details click on the following NIONet link:

<http://nionet/index/divisions/div-central-services/div-cent-proc/div-cent-proc-contacts.htm>

Annex A

If a client is an actual named user on a contract, they must use the contract, ie: Office Services are a named user on the NIO Travel Contract and as such must use the contract. If a client decides not to use a contract they must document the reasons why and hold on file; Probation Board are not a named user on the Travel Contract and therefore can establish their own contract; or they can ask to be added as a named user to the NIO Travel Contract, if this represents better value for money.

The contracts below have been set-up by Procurement Unit for NIO core and therefore must be used by them. Details can be obtained from the named contact.

Contract Number	Contract Title	Buyer
S 5187 01	NIO Travel Contract	
S 5460 05	NIO Car Hire (Chauffeur Driven Vehicles)	

The contracts below have been set up by CPD (Department of Finance & Personnel), which NIO can avail of. If you wish to use a contract, Procurement Unit will facilitate the tender process for estimated values over £10,000. For procurement under £10,000, Procurement Unit can offer advice and guidance. In normal circumstances it would be expected that NIO would use these contracts unless it could be demonstrated that an alternative supplier represents better value for money.

CONTRACT NUMBER	CONTRACT TITLE	Contact
F 9100 02	NICS Print, Graphic Design and Related Services	Procurement Unit
F 4973 00	NICS Advertising and Related Services	
F 8857 02	NICS Public Relations	
F 8148 01	NICS Event Management	
F12989 03	NICS Management Consultancy	
F 14324 05	IS & e-Business	

The contracts below have been set up by CPD, which NIO can avail of. CPD facilitate the use of these contracts, if you wish to use any of the contracts below, please contact the relevant Purchasing Manager. If a client does not wish to use any of the contracts in the list below, they must document the reasons why and hold on file.

CONTRACT NUMBER	CONTRACT TITLE	CPD Contact
F 13051 03	NICS Supply and Delivery of Office Consumables	
F 9254 02	NICS Office Cleaning	
F 8703 02	NICS Security Guarding Service	
S 9848 03	NICS Porterage Services	
F 4908 00	NICS Banking Services	
S 8345 01	Press Cutting	
S 3532 99	Disposal of Waste Paper	
G 2918 98	Catalogue Furniture & Accessories	
G 2917 98	Computer Furniture Office Seating	

S 13643 04	Contract Telephonists	
S 13124 03	Personnel Placement	
S 99951 03	Personnel Secretaries	
F 13182 03	IT Hardware	
F 13703 04	Small Telecom Systems	
F 13879 04	Public Switched Telephone Network Services	
F 13904 04	Printers, Plotters and Scanners	
F 13905 04	Networking Equipment	
F 13930 04	Telecoms Equipment	
F14137 05	Third part Maintenance	
F 8358 01	PABX Framework	

* Up to date as of 12 June 2006

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STATUTORY INSTRUMENTS

2006 No. 5

The Public Contracts Regulations 2006

**PART 1
GENERAL**

Thresholds

8.—(1) These Regulations do not apply to the seeking of offers in relation to a proposed public contract, framework agreement or dynamic purchasing system where the estimated value of the contract, framework agreement or dynamic purchasing system (net of value added tax) at the relevant time is less than the relevant threshold.

(2) For the purposes of paragraph (1) the relevant threshold is 5,278,000 euro in the case of a public works contract and a public works contract subsidised as referred to in regulation 34.

(3) Subject to paragraph (4), the relevant threshold for the purposes of paragraph (1) in the case of a Part A services contract is—

- (a) 137,000 euro where offers are sought by Schedule 1 entities; and
- (b) 211,000 euro where offers are sought by any other contracting authority.

(4) For the purposes of paragraph (1) the relevant threshold is 211,000 euro in the case of a public services contract which is—

- (a) subsidised as referred to in regulation 34;
- (b) for telecommunications services specified under CPV references 6420000-8 to 64228200-2, 72318000-7, and 72530000-9 to 72532000-3 within category 5 of Part A of Schedule 3;
- (c) for research and development services specified in category 8 of Part A of Schedule 3; or
- (d) a Part B services contract to which regulation 34 does not apply.

(5) For the purposes of paragraph (1) the relevant threshold in the case of a public supply contract is—

- (a) 137,000 euro where offers are sought by—
 - (i) Schedule 1 entities; and
 - (ii) the Secretary of State for Defence, but only in relation to a contract for the purchase or hire of goods specified in Schedule 5; and
- (b) 211,000 euro in relation to all other contracts.

(6) The value in pounds sterling of any amount expressed in these Regulations in euro shall be calculated by reference to the rate for the time being applying for the purposes of the Public Sector Directive as published from time to time in the Official Journal.

(7) For the purposes of paragraph (1) the estimated value of a public contract shall be the value of the total consideration payable, net of value added tax (calculated in accordance with this regulation), which the contracting authority expects to be payable under the contract.

(8) In determining the value of the total consideration which the contracting authority expects to be payable under a public contract it shall, where appropriate, take account of—

- (a) any form of option;
- (b) any renewal of the contract;
- (c) any prize or payment awarded by the contracting authority to the economic operator;
- (d) the premium payable and other forms of remuneration for insurance services;
- (e) fees, commission, interest or other forms of remuneration payable for banking and other financial services; and
- (f) fees, commission or other forms of remuneration payable for design services.

(9) For the purposes of paragraph (1) the estimated value of a public supply contract for the hire of goods is—

- (a) the value of the consideration which the contracting authority expects to be payable under the contract if the term of the contract is fixed for 12 months or less;
- (b) the value of the consideration which the contracting authority expects to be payable under the contract if the term of the contract is fixed for more than 12 months; or
- (c) the value of the monthly consideration payable under the contract multiplied by 48 if the term of the contract is indefinite or uncertain at the time the contract is entered into.

(10) For the purposes of paragraph (1) the estimated value of a public services contract which does not indicate a total price is—

- (a) the aggregate of the value of the consideration which the contracting authority expects to be payable under the contract if the term of the contract is fixed for 48 months or less; or
- (b) the value of the consideration which the contracting authority expects to be payable in respect of each month of the period multiplied by 48 if the term of the contract is fixed for more than 48 months; or over an indefinite period.

(11) Subject to paragraphs (12) and (15), where a contracting authority has a single requirement for goods or services or for the carrying out of a work or works and a number of contracts have been entered into or are to be entered into to fulfil that requirement, the estimated value for the purposes of paragraph (1) of each of those contracts is the aggregate of the value of the consideration which the contracting authority expects to be payable under each of those contracts.

(12) Paragraph (11) does not apply to any contract (unless the contracting authority chooses to apply that paragraph to a contract) if the contract has an estimated value of less than—

- (a) 80,000 euro for a public services contract or a public supply contract; or
- (b) 1,000,000 euro for a public works contract;

and the aggregate value of that contract and any other such contract is less than 20% of the aggregate value of the consideration which the contracting authority has given or expects to be payable under all the contracts entered into or to be entered into to fulfil the single requirement for goods, services or for the carrying out of work or works.

(13) Subject to paragraph (15), where a contracting authority has a requirement over a period for goods or services and for that purpose enters into—

- (a) a series of contracts; or
- (b) a contract which under its terms is renewable;

the estimated value for the purposes of paragraph (1) of the contract shall be the amount calculated under paragraph (14).

(14) The contracting authority shall calculate the amount referred to in paragraph (13) either—

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(a) by taking the aggregate of the value of the consideration payable under the contracts which

- (i) have similar characteristics; and
- (ii) are for the same type of goods or services;

during the last financial year of the contracting authority ending before, or the period of 12 months ending immediately before, the relevant time, and by adjusting that amount to take account of any expected changes in quantity and cost of the goods to be purchased or hired or services to be provided in the period of 12 months commencing with the relevant time; or

(b) by estimating the aggregate of the value of the consideration which the contracting authority expects to be payable under contracts which have similar characteristics, and which are for the same type of goods or services during—

- (i) in the case of public supply contracts, the period of 12 months from the first date of the delivery of the goods to be purchased or hired, or in the case of public services contracts, from the first date on which the services will be performed; or
- (ii) the financial year if that is longer than 12 months.

(15) Notwithstanding paragraphs (11) and (13), in relation to a public supply contract or a public services contract, when the goods or services are required for the sole purposes of a discrete operational unit within the organisation of a contracting authority and—

- (a) the decision whether to procure those goods or services has been devolved to such a unit; and
- (b) that decision is taken independently of any other part of the contracting authority;

the valuation methods described in paragraphs (11) and (14) shall be adapted by aggregating only the value of the consideration which was payable or the contracting authority expects to be payable, as the case may be, under a public supply contract or a public services contract which was or is required for the sole purpose of that unit.

(16) Where a contracting authority intends to provide any goods to the economic operator awarded a public works contract for the purpose of carrying out that contract, the value of the consideration of the public works contract for the purposes of paragraphs (7) and (11) shall be taken to include the estimated value at the relevant time of those goods.

(17) The relevant threshold for the purposes of paragraph (1) for a framework agreement or a dynamic purchasing system is the threshold for—

- (a) a public works contract, where the framework agreement or dynamic purchasing system relates to the carrying out of work or works;
- (b) a public services contract, where the framework agreement or dynamic purchasing system relates to the provision of services; or
- (c) a public supply contract, where the framework agreement or dynamic purchasing system relates to the purchase or hire of goods.

(18) The estimated value of a framework agreement or dynamic purchasing system is the aggregate of the values estimated in accordance with this regulation of all the contracts which could be entered into under the framework agreement or dynamic purchasing system.

(19) A contracting authority shall not enter into separate contracts nor exercise a choice under a valuation method with the intention of avoiding the application of these Regulations to those contracts.

(20) The relevant time for the purposes of paragraphs (1), (14) and (16) means the date on which a contract notice would be sent to the Official Journal if the requirement to send such a notice applied to that contract in accordance with these Regulations.

PSNI -Procurement Unit Service Level Agreement Review

Client: Human Resources

Date: 19 September 2005

Venue: PSNI Lisnasharragh

Attendees:

Joe Stewart; Director of Human Resources
Michael Cox; Head of Personnel
Campbell Browne; Head of Supplies, Publications & Catering

1. Strategic Procurement Initiative

- 1.1. Campbell Browne opened the meeting with an update on PSNI's Strategic Procurement Initiative. CB identified a number of key objectives that PSNI will be required to demonstrate progress towards achieving.
- 1.2. Establishment of a Volume of Business League Table – this will take place in association with Finance Branch initially as a house-keeping exercise but would also offer a starting point with rationalisation of PSNI's burgeoning supplier base.
- 1.3. Strategic Supplier Monitoring; branches need to develop a pro-active approach to Supplier Performance Monitoring. Initially the focus should be on PSNI's strategic suppliers.
- 1.4. Collaborative Procurement; it is proposed that PSNI should network with other security/defence sector procurement organisations e.g. the Police, Procurement Centre (ACPO) and establish links at Steering Group and Project Team level.
- 1.5. The meeting progressed with an update by Procurement Unit on Human Resources current contractual agreements with discussion concerning HR's key strategic contracts.

2. Travel

- 2.1. CB gave an executive summary of findings of the review of the Travel Contract. He explained that the focus of subsequent monitoring and review should be on supplier performance measured against defined KPI's particularly Customer Service.
- 2.2. J Stewart suggested that the findings of the review should be presented at Supplies Branch Open Day.

Action: CB to include Travel on Supplies Branch Open Day Agenda ✓

3. Recruitment Services- Civilian Personnel

3.1. Formal contract review meeting arranged for 1000hrs on 26/10/05. ✓

Action: to meet with T Ramsay prior to formal review meeting and provide appropriate input into VFM Report.

Action: to amend "Contract Value" figure in spreadsheet – should be exclusive of salaried costs.

- NUMBER & ADMIN CHARGES
- OTHER REDUCTIONS BASED ON VOL. OF WORK.
- COSTING MECHANISM FOR PROVISION OF ADMIN STAFF
- STAFFING.

4. Civilian Security Guarding

4.1. Formal contract review to commence Nov 05 involving HR, Procurement Unit with operational input from perhaps ACC's McCausland and Sheridan.

Action: Outline Terms of Reference to be agreed – CB, Procurement Unit and HR

5. Recruitment Services- Uniform Personnel

5.1. HR will target December 05 for production of 1st draft Terms of Reference.

5.2. Procurement Unit indicated that to achieve a seamless transition to new contract at December 06, PSNI would need to initiate competitive tender action at 01 March 05.

Action: to draft Outline Procurement Timetable in advance of next Meeting.

6. SPED Arrangements - REPLICATION OF PSNI OFFICERS & STAFF UNDER TERMS.

6.1. Preferred Bidder negotiations ongoing with Pickford's. Target date for contract award: 04 November, 2005.

7. AoB

7.1. CB identified a number of "house-keeping" actions on Contracts Schedule ✓

Action: to note and amend in advance of next meeting.

Date of Next Meeting: 1400hrs 16 November, 2005

PSNI/CPD – Contracts Review

Client: Human Resources

Date: 18th March 2009

Venue: PSNI Lisnasharragh

Attendees:

Joe Stewart; Director of Human Resources
Campbell Browne; Head of Procurement & Logistic Services
Stephen Marks; Human Resources

1. Contract Review

The meeting considered current contracts on the matrix list and discussed any issues of significance for each contract.

- 1.1 Hotel and Guesthouse Accommodation – RS advised that following the expiry of the previous contract it had been agreed that all future hotel and guesthouse accommodation would be booked through the current Knock Travel Contract. All PSNI budget holders had been advised and a new schedule of rates issued by Knock Travel.
- 1.2 PE Equipment, Service and Repair – RS confirmed that this contract had been extended until the end of April pending award of new contract. Tenders for the new contract had been received on 16/03/09 and would be evaluated within the next 4-6 weeks.
- 1.3 Leadership Training – JS confirmed that as any future requirement for Leadership Training would be on adhoc basis this contract would not be renewed.
- 1.4 Civilian Security Guarding Services – advised that this contract continued to be extended on a weekly basis pending outcome of legal proceedings.
- 1.5 Forensic Medical Service – As this contract was no longer a HR responsibility it was agreed to remove it from the HR matrix and include it under the Miscellaneous Contracts Schedule.
- 1.6 SPED Removals – confirmed that this contract had been subject to a Contract Review Meeting on 6/02/09 with representatives from Pickfords and HR in attendance. No problems had been reported. It was suggested however that as HR was no longer responsible for managing this contract it should be removed and added to the Ops Support Matrix with the approval of C/S Eccles, Ops Support.

- 1.7 Police Recruitment Services – JS advised that Michael Cox had recently met with Paul Clarke of Deloitte to advise that PSNI had no plans for recruitment in 2011/12. Since then however and in light of the current security situation it was accepted that this decision may be reversed.
- 1.8 Civilian Recruitment Services – RS advised that he had attended a meeting recently with HET to consider the use of the current contract with Grafton for the appointment of independent investigators. In the past these staff had been appointed through a Thames Valley Framework Agreement but as this contract was due to expire at the end of March HET considered that the use of the Grafton contract may be a more cost effective option. said that while there would be some scope to amend the Grafton contract any additional costs should not be excessively beyond the value of the original contract. He advised however that a meeting had been arranged with representatives from HR and HET to discuss the issue and no decision would be made until all options had been considered.
- 1.9 Travel Contract – JS reported that he had recently been unable to make telephone contact with Knock Travel at 8.00am to change his travel arrangements despite the company claiming to have a 24hr helpline available. CB said that he would take the matter up with Knock and report back.

2. **Date of Next meeting**

The next meeting was arranged for Wednesday 3rd June 2009 at 14.00hrs.

HISTORICAL ENQUIRIES TEAM RESOURCING MINUTES OF MEETING – 20TH MARCH 2009

Date: 20/03/09

Author:

IN ATTENDANCE

- [redacted] opened the meeting and invited [redacted] to give the background to sourcing temporary workers for HET
- [redacted] advised at present HET source local staff from Grafton and independent (specialist) roles are sourced under the Thames Valley Framework (TVF). The ideal situation for HET would be to use Grafton as the master vendor for the sourcing of all specialist posts, with Servoca, Dream, Rig as second tier suppliers
- [redacted] advised there was no guarantee that Grafton will go to the second tier supplier
- [redacted] advised the Thames Valley Framework was introduced at a time when Grafton could not supply specialist resources and that there would be no contractual change for postholders currently contracted under the TVF.
- [redacted] advised PSNI did not set-up the TVF. It was set-up by Thames Valley with PSNI as a named customer. The TVF expires on 31st March 2009.
- In respect of the current postholders retained under the current TVF, [redacted] advised, on advice from Thames Valley, PSNI have two options, either terminate contracts before 30th March 2009 or extend for another set period of time e.g. 6, 12 or 18 months.
- [redacted] advised there was no provision under the previous Grafton contract to supply temporary staff to HET. However, under the new contract, which was awarded in January 2008 initially for 3 years with an option

to extend for a further 2, 12-month periods, there is provision for the supply of temporary workers.

- advised that HET currently uses Reed, Adeco, Select and Hayes to source specialist roles.
- HP advised the recent HET review identified a risk in respect of not using Grafton as the master vendor to source temporary workers. This was followed up with Grafton who were asked if they could supply temps. Grafton advised they would need to speak to other suppliers.
- advised that HET staff are contracted on a rolling 6-month period. As a result of the recent HET selection process, effectively everyone stops working on 31st March 2009. 119 appointments are effective from 1st April 2009 under new contract with old suppliers. With effect from 1st April 2009, Grafton will be the master vendor and HET must go to Grafton in the first instance. If Grafton can't resource a vacancy within 10 days, at this point, Grafton will approach the second tier supplier.
- raised concern about the cost of any variation to the Grafton Contract and the potential to challenge from the market place and the Policing Board, should the cost exceed the value of the original contract. There is no indication of costs in the specification of requirements, however, estimated to be approximately £1 million per year.
- advised that HET is part of PSNI, comes under the direct control of the Chief Constable and therefore, falls within the remit of the temporary contract. Costings should be considered in totality, i.e. salary, benefits and charge rate. Grafton Contract costings to be sought (currently investigating with Finance).
- From a legal perspective raised the following concerns;
 - Grafton could have supplied temporary workers previously but were not asked to
 - Open-endedness of costings
 - Misunderstanding that Grafton is taking over current contracts
 - Risk - Grafton could take PSNI for breach of contract for not using them
 - Massive risk if TVF is extended after 1st April 2009 – Grafton challenge

PSNI/CPD – Contracts Review

Client: Human Resources

Date: 3rd June 2009

Venue: PSNI Lisnasharragh



Attendees:

Joe Stewart; Director of Human Resources
Campbell Browne; Head of Procurement & Logistic Services

Apologies: Stephen Marks; Human Resources

1. Contract Review

The meeting considered current contracts on the matrix list and discussed any issues of significance for each contract.

- 1.1 PE Equipment, Service and Repair – confirmed that this contract had been extended until the end of May pending award of new contract. New contract to be awarded week beginning 8 June following end of mandatory standstill period.
- 1.2 Civilian Security Guarding Services – advised that this contract continued to be extended on a weekly basis pending outcome of legal proceedings.
- 1.3 EQIA Researcher – As this contract was due to expire at the end of June with no extension options agreed to ascertain from Equality and Diversity Branch if they had a requirement for a new contract.
- 1.4 Physiotherapy Treatment Service – reported that this contract which is due to expire at the end of June was in the process of being extended.
- 1.5 Police Recruitment Services – advised that following confirmation from HR that this service would not be required beyond 2010 he would be writing to Deloitte to advise the company that PSNI would not be taking up the two years extension options and that the contract would terminate at the end of March 2010. 
- 1.6 Civilian Recruitment Services – advised that Grafton had been appointed under the current Civilian Recruitment Contract as master vendor for the appointed of HET staff following expiry of the Thames Valley Framework 

Agreement at the end of March. It was anticipated that this would result in potential savings of £60k per annum.

- 1.7 Student Officer Training Programme – As this contract had been in place with UUJ since August last year advised that he would be arranging a Supplier Performance Meeting with UUJ and Foundation Programme Director at Garnerville.

2. Date of Next Meeting

The next meeting was arranged for Thursday 10th September 2009 at 14.00hrs.

PSNI/CPD – Contracts Review

Client: Human Resources

Date: 26 February 2010

Venue: PSNI Lisnasharragh

Attendees: .

Joe Stewart; Director of Human Resources

Campbell Browne; Head of Procurement & Logistic Services

1. Contract Review

The meeting considered current contracts on the matrix list and discussed any issues of significance for each contract.

- 1.1 Police Recruitment Services – confirmed that Deloitte had agreed to a further annual extension of this contract until 1/04/11. Looking beyond this date JS said that the organisation needed to consider the options for the future provision of recruitment services for both police and civilian staff. One of the options was the appointment of one provider for all PSNI recruitment services.
- 1.2 Childcare Voucher Scheme – reported that following a Supplier Performance Meeting with the contractor on 12/02/10 it had been agreed to extend the contract for a further year until May 2011. CPD to seek formal approval from PSNI
- 1.3 Equality and Diversity Foundation Training – advised that he would be liaising with the Foundation Programme Director at Garnerville to arrange a Supplier Performance Meeting with Tides.
- 1.4 Civilian Recruitment Services – Grafton appointed as master vendor for recruitment of HET staff following expiry of Thames Valley Framework in March 2009. A Supplier Performance Review meeting had been held on 16th February 2010 and no major issues raised. Grafton had reported savings of £128k to date against the previous rates charged by Reed under the Thames Valley Framework.

- 1.5 **Security Guarding Services** -- It was agreed that CPD and should meet shortly to confirm their understanding of what is to be provided under the contract and to follow up with a separate Supplier Performance Meeting with Resource. CPD to arrange both meetings.

2. Date of Next Meeting

The next meeting was arranged for Thursday 13th May 2010 at 15.00hrs.

SUPPLIER PERFORMANCE MONITORING MEETING - CIVILIAN RECRUITMENT SERVICES

Company: Grafton

Date: 25 October 2011

Location: Lisnasharragh

Present:

1. Contract Performance

Delivery Schedule Performance – confirmed that while both Grafton and HR are in contact on a daily basis formal contract review meetings continue to be held monthly. The meetings are minuted by Grafton and copied to all attendees. Annual contract review meetings continue to be held with senior management from both parties. In addition Grafton submit monthly management reports which provide information on both temporary and permanent appointments, progress on recruitments and expenditure.

advised that she also attends a separate monthly meeting with Grafton to review HET and Crime Ops requirements.

Quality of Service – confirmed that the quality of service delivered by Grafton in the past 12 months had been good and that all recruitment campaigns had been delivered on time. It was noted that while the number of recruitment campaigns had increased considerably since last year the quality of service offered by Grafton had not diminished. Feedback at both local and central level had been good, pointing to high level of customer satisfaction.

Invoicing/Payment – No problems encountered on either side. SM confirmed that invoices on average were been paid within 30 days which was well above the current industry standard of 45 days.

Contract Amendments – It was noted that there had been one formal Contract Variation in the last 12 months which had been agreed by both parties. This related to the employment of associates under the Swedish Derogation Model in order to fulfil the current contractual requirement to provide a temporary staffing service to PSNI.

Data Handling – confirmed that following an assessment by PSNI Security Branch of the company's new premises in Custom House Square, HR was satisfied that Grafton had appropriate measures in place to ensure safe and secure management of all PSNI data. also advised that Grafton had sought an independent assessment of the premises by a firm of security consultants which was to take place at the end of November.

2. Relationship Assessment

Communication, Aligning Personnel and Agendas – Both and confirmed that communication between respective teams was excellent. advised that HR advisers from Grafton meet with all stakeholders who have a requirement for new staff to assist in developing specifications and job descriptions. These meetings are attended by a representative from HR to ensure that requests are reasonable and that they are properly processed through the system. All jobs, both temporary and permanent are publicly advertised.

Risks and Opportunities – One of the major risks identified by Grafton at previous meetings was in relation to the inordinate amount of time taken to get new staff security cleared. reported that this situation had improved considerably in the past 12 months with CTC clearances taking between 1 – 6 weeks and therefore allowing Grafton to process new appointments much quicker.

SM said that one of the main problems for Grafton at the moment was the need to have sufficient resources in place to be able to maintain an efficient service for PSNI whose requirements at times were often unplanned and unpredictable.

3. Efficiencies and Continuous Improvement

Efficiencies and Cost Savings – advised that the Temporary Workers Forum which had been set up almost two years ago and was key in improving the provision of service had been suspended following the introduction of the derogation arrangement with Grafton for appointment of temporary staff.

reported that since Grafton had taken over the recruitment of HET staff from Reed in April 2009 annual savings of £123k had been achieved against the rates charged by Reed.

Benchmarking – confirmed that Grafton were offering the lowest mark up of any other recruitment agency for appointment of temporary staff.

GENDER

Appendix K

	Male		Female		Total
	No.	%	No.	%	
Police Officers	5143	73.13	1890	26.87	7033
Police Staff	890	35.80	1596	64.20	2486

COMMUNITY BACKGROUND

	Protestant		Catholic		Not Determined		Total
	No.	%	No.	%	No.	%	
Police Officers	4733	67.30	2143	30.47	157	2.23	7033
Police Staff	1936	77.88	471	18.95	79	3.18	2486

ETHNIC BACKGROUND

	Ethnic Minority		White				Total
Date	No.	%	No.	%	No.	%	
Police Officers	36	0.51	6886	97.91	111	1.58	7033
Police Staff	14	0.56	2357	94.81	115	4.63	2486

Chairperson's Letter of 17 January 2013 to NIPSA

Public Accounts Committee

Ryan McKinney
Assistant Secretary
NIPSA
Harkin House
54 Wellington Park
Belfast
BT9 6DP

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
Aoibhinn.Treanor@niassembly.gov.uk

17 January 2013

Dear Ryan,

Public Accounts Committee Inquiry – PSNI: Use of Agency Staff

The Public Accounts Committee has considered your request to make an additional submission to this inquiry.

In light of scheduling and the information it has already received, the Committee agreed to invite you to submit any further contribution in writing.

I would be grateful to receive this by Friday, 25 January 2013.

Yours sincerely,



Michaela Boyle
Chairperson
Public Accounts Committee

Chairperson's Letter of 18 January 2013 to Ms Fiona Hamill

Public Accounts Committee

Fiona Hamill
Treasury Officer of Accounts
DFP
Rathgael House
Balloo Rd
Bangor

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

18 January 2013

Dear Fiona,

PAC inquiry into PSNI Use of Agency Staff

At the hearing of 28 November on this inquiry, an issue of procurement advice arose.

The Committee requested that you put in context the advice relied upon by the PSNI and clarify the position re its relevance and application at the time in question and from today's perspective. Having received the advice relied upon, I now attach it for your attention.

The Committee also asked that you address CPD's role and remit in this respect. In particular, paragraph 2.18 of the C&AG's report says CPD raised concerns about the value of the contract variation for the HET staff in 2009. Was CPD's advice ignored on that occasion? Please give your assessment of the mechanisms by which Central Procurement Directorate enforces or ensures compliance with the procurement and other advice it issues to Departments. You may wish to refer to the discussions at both hearings in responding on this point.

I would be grateful to receive your response by 1 February 2013.

Yours sincerely,



Michaela Boyle
Chairperson
Public Accounts Committee

Correspondence of 25 January 2013 from NIPSA

Your REF

Our REF

Brian Campfield General Secretary

By Email

Michaela Boyle
Chairperson
Public Accounts Committee
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX

25 January 2013

Dear Michaela

Re: Public Accounts Committee Inquiry – PSNI: Use of Agency Staff

Your correspondence of 17 January refers.

Please find enclosed a further submission from NIPSA on this matter.

Yours sincerely



RYAN McKINNEY
Assistant Secretary

Enc

Northern Ireland Audit Office Report

The Police Service of Northern Ireland: Use of Agency Staff

Supplementary NIPSA Submission to Public Accounts Committee

NIPSA is Northern Ireland's largest trade union representing more than 46,000 members, mainly employed in the public sector. NIPSA has represented support staff in both the RUC and the PSNI for many decades.

NIPSA representatives attended the PAC hearings on 10 October and submitted evidence to the Committee prior to its hearing on 28 November. Following that we hearing we felt that it was very important that NIPSA made a further submission in order to provide some clarity and context which we hope will be of benefit to the Committee in its final deliberations.

1. The Committee evidence in relation to the number of 'back-office' jobs still being performed by police officers needs to be examined further. Previously an exercise was undertaken under R4 to realign previously assigned administrative roles to operational roles. The Chief Constable has described how 700 officers were consequently returned to operational police roles. However NIPSA believe that this figure was made up of approximately 200 probationer officers who were already scheduled to complete their probation and 200 who were 'reassigned' but did not see any material change to their roles and certainly did not make it on to the 'front-line'. This means that the figure claimed is inaccurate and in reality approximately 200 officers were physically returned to operational roles. This evidence should be available from PSNI should the Committee request a description of the role (not the classification) that each officer previously undertook and the roles currently undertaken.
2. NIPSA are of the view that not only should an Equality Impact Assessment have been carried out into the use of temporary workers but that an EQIA would have established that it was mainly protestant female workers who were disadvantaged by the practice. Indeed this is the evidence provided by the Deputy Chief Constable to the public session of the N.Ireland Policing Board in October 2012. NIPSA also believe that PSNI officials charged with overseeing Equality and Diversity were prevented from implementing measures which would have mitigated against disadvantage against Section 75 groups.
3. The Committee discussed the loss of essential skills which Patten predicted. NIPSA are very concerned that significant public sums were invested in providing training to officers leaving the PSNI so that they could find alternative employment. The fact that many of these officers were returning to the PSNI would have been apparent to the organization and yet no action appears to have been taken to properly plan for the loss of experience; stem the flow of Patten leavers; suspend apparently unnecessary re-training or phase-in recruitment and training of permanent employees. This may amount to mismanagement of public funds and warrants further investigation by the Committee.
4. NIPSA's previous submission referred to the issue of fixed term contracts and this was also a matter discussed at the hearing on 28 November. It is our view that fixed term contracts have been used to avoid the need for public advertisement of full time permanent posts ensuring that recruitment into senior posts was neither open nor transparent. We wish to draw to the Committee's attention Annex A of this submission which is a Freedom of Information request on the subject of Fixed Term Contracts. The Committee will note that the applicant was given incorrect information in response to his original request and had he not challenged the response the real answer would have been concealed. The independent review has provided the correct answer which demonstrates conclusively that the PSNI has hired permanent employees, without any public advertisement, application process, sift or interview. We would reiterate our request that the PAC further investigate this issue as a matter of urgency.

-
5. The Committee heard evidence on the matter of the email correspondence between J Stewart and S Smyth. NIPSA can confirm that Mr Stewart was not personally approached in his role as HR Director regarding our concerns around plans to privatize 1000 police staff roles. However Mr Stewart's evidence may create the impression that our subsequent approach to the N.Ireland Policing Board was somehow jumping the gun and contrary to the IR Framework (Annex B). NIPSA respectfully submits that Mr Stewart would have had full knowledge of NIPSA's concerns as we had met the Deputy Director of HR, the Deputy Chief Constable and Chief Constable on 2 April in order to express those concerns. Following this meeting any recourse to a less senior employee, such as Mr Stewart, would have been nothing more than industrial relations snakes and ladders. In any event the Framework makes clear the overriding authority of the Policing Board. In view of the obvious correctness of our approach to the Board NIPSA view Mr Stewart's correspondence as entirely inappropriate and contrary to the spirit and aims of the IR Framework. Mr Stewart's correspondence had the effect of causing local NIPSA representatives to feel threatened and intimidated and it seems was aimed at ensuring that NIPSA did not inform the Board of concerns which have now come to light as a result of the Audit Office report.

Annex A

Our Ref: F-2012-04951

23rd January 2013

Dear

Re: Request for an Internal Review of a decision pursuant to the Freedom of Information Act 2000 (“FOIA”)

F-2012-04951 – Recruitment process

I refer to the above and your request for an internal review of the decision in your FoI Request relating to Recruitment Process. The text of your request and the responses you received are as follows:-

Question 1

In the last 5 years, has the PSNI transferred any ex police officers from a temporary/agency/associate contract onto a permanent or fixed term contract without going through what the PSNI would consider to be the normal competitive recruitment process, i.e. advertisement in a public newspaper, an application, test and interview process.

Answer

This is to inform you that the Police Service of Northern Ireland has now completed its search for the information you requested. The decision has been taken to disclose the located information to you in full.

Human Resources has advised that based on data readily available, the PSNI currently employ 9 former police officers who are engaged on Fixed Term Contracts. There are no cases of ex officers being moved to permanent contracts.

Question 2

If the answer to the above question is yes, please provide details outlining what process was followed.

Answer

The individuals were appointed because of their skills and experience, matched to particular organisational demands and requirements.

Question 3

On what date or dates was the Staff Union (NIPSA) consulted about the processes used.

Answer

NIPSA was not consulted.”

My role as independent reviewer is to carry out a review of how the initial request was processed and the exemptions applied. When carrying out the review I have looked at the matter completely afresh and have revisited all considerations and decisions reached.

The request has been treated as applicant blind and your identity as the requester has not been a factor in arriving at the decision reached. As in every case, PSNI must be mindful that release of information under FOIA is a release into the public domain, not just to the

requester, and accordingly that there must be careful consideration of any harm caused by disclosure and where the public interest lies.

I would remind you of the basic obligations under FOIA that a public authority is required to observe. There is a general right of access to information held by public authorities pursuant to s.1(1)(a) and s.1(1)(b) of FOIA which states that a person is entitled to:-

- Be informed in writing by the public authority if it holds the information; and
- To have that information supplied.

However the second of the above is of course subject to any applicable exemptions being engaged, in which case the public authority is entitled to refuse to supply the information.

The original decision concerning your request was set out in the response which was sent to you on 20th December 2012. The decision comprised the above response stating that the located information was being provided in full.

You subsequently queried the response and wished to formally challenge same hence this internal review.

I have considered the matter carefully and have consulted with the relevant record holder. The decision of my independent internal review is to uphold the decision to supply the information requested in full. However, on considering the wording of your request and the answers which the record holder provided, I am not satisfied that the answer given has correctly responded to what was being requested. While I recognise the record-holder's effort in providing the full response to this request I feel that this could have been more focused on the questions posed and accordingly after consulting with the record holder I am satisfied that the below re-issued response should be substituted for the previous response:-

Question 1

In the last 5 years, has the PSNI transferred any ex police officers from a temporary/agency/associate contract onto a permanent or fixed term contract without going through what the PSNI would consider to be the normal competitive recruitment process, i.e. advertisement in a public newspaper, an application, test and interview process.

Answer

Yes.

Question 2

If the answer to the above question is yes, please provide details outlining what process was followed.

Answer

The process followed was that an acute organisational need was identified by senior management. Suitably experienced individuals were identified who were best suited, they were offered contracts and temporary fixed term appointments were made.

Question 3

On what date or dates was the Staff Union (NIPSA) consulted about the processes used.

Answer

NIPSA was not consulted.

I would comment that in your email of 20th December you state that the answer to question 2 is "not strictly true". This appears to be on the basis of your own assessment as to

whether the individuals appointed had sufficient skills and experience, or a sufficient degree of skills and experience, for a standard recruitment process to be avoided. This falls outside the scope of FOIA and as reminded above I would highlight that the obligation under FOIA is to state whether the public authority holds information relevant to the request and if so to provide the information, subject to any exemptions. I have not therefore responded to this comment as the issue of the appropriateness or otherwise of the topic of this request is outwith the scope of both FOIA and of this internal review.

If you remain unhappy about how your request has been handled you have the right to apply directly to the information Commissioner. The Information Commissioner's address is:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Yours sincerely,

ANDREW JACKSON
Solicitor, Senior Legal Adviser (Litigation)

Agreement between Police Service of Northern Ireland (PSNI) and Northern Ireland Public Service Alliance (NIPSA) Regarding Non-Industrial Police Staff Industrial Relations Framework Joint Consultative and Negotiation Committee Structure

1. Aim of Agreement

- 1.1 To promote and foster good industrial relations with police staff as an integral part of our overall Human Resource Strategy/Policy.
- 1.2 This is based on the belief that good industrial relations are essential to ensure that management and staff work in partnership to achieve the aims and objectives of the Service, consistent with its vision and values, with clear and effective arrangements in place for two-way communication between staff and management and for resolving difficulties as they arise.

2. Introduction

- 2.1 This agreement sets out the process that provides negotiating and consultative machinery for Non-industrial Police Staff to deal with all aspects of employment.
- 2.2 It shall bring together the experience and different points of view on conditions of service with the PSNI and thereby secure the greatest measure of co-operation and agreement between the Management Side representing the employer and NIPSA representing non-industrial police staff.

3. Legal Basis

- a) Trade Union Reform and Employment Rights Act 1993
- b) Employment Rights (Northern Ireland) Order 1996
- c) Trade Union Recognition (Method of Collective Bargaining) Order (Northern Ireland) 2001
- d) Trade Union and Labour Relations (Consolidation) Act 1992

4. Consultation

- 4.1 The following parties were consulted during the preparation of this agreement:
 - a) Northern Ireland Office (NIO)
 - b) Northern Ireland Policing Board (NIPB)
 - c) Heads of Human Resources
 - d) Equality and Diversity Branch
 - e) Health and Safety Branch
 - f) Occupational Health and Welfare Branch
 - g) Police College
 - h) Human Resources Employment Lawyer
 - i) Northern Ireland Public Service Alliance (NIPSA)

5. Human Rights/Equality/Integrity/Freedom of Information

- 5.1 This agreement is deemed to be Human Rights compliant; it has been screened for Section 75 considerations and meets the PSNI's integrity standards.
- 5.2 This agreement is suitable for disclosure under the Freedom of Information Act 2000.

6. Procedure and Guidance

- 6.1 The process provides for a four-tiered industrial relations structure within the Service.
- 6.2 Tier One: Informal
- 6.2.1 The District/Departmental Head of Human Resources and the Trade Union Side (TUS) may agree to meet informally to consider human resource and industrial relations issues that are local to a Branch. Issues not resolved may be passed to the Joint Consultative and Negotiation Committee (JCN Committee) for resolution.
- 6.3 Tier Two: First Formal Level
- 6.3.1 The JCN Committee is the first formal level where the Heads of HR are responsible for addressing all human resource and industrial relations issues raised within their respective districts/departments. Issues not resolved or that are inappropriate to be handled at this level may be progressed to the relevant Joint Consultative and Negotiation Council Sub-committee (JCNC Sub-committee).
- 6.4 Tier Three: Second formal level
- 6.4.1 The third tier comprises 6 Sub-committees of the Joint Consultative and Negotiation Council (JCN Council) that will consider appropriate corporate/organisation wide human resource and industrial relations issues and those issues referred from the JCN Committees that remain unresolved at that level.
- 6.5 Tier Four: Third formal level.
- 6.5.1 The fourth tier within the industrial relations framework will be the JCN Council which is responsible for overseeing the general organisation of the structure and:
- a) will meet formally no less than once per annum to review its operation; and
 - b) will also consider as appropriate issues referred from the JCNC Sub-committees that remain unresolved by those Sub-committees; and
 - c) is the final stage in this industrial relations framework in which the ultimate authority rests with the Director of Human Resources on behalf of the Chief Constable.
- 6.6 Any disagreement between the parties must be formally registered at each stage of the process before progressing up to next stage.
- 6.7 The right of TUS to make representations to the Chief Constable where an issue of importance still remains.
- 6.8 The constitution of each level in the industrial relations structure is set out in the annexes.

Signed on behalf of Police Service
of Northern Ireland

Signed: M. Cox

Date: 17th February 2009

Signed on behalf of the Northern
Ireland Public Service Alliance

Signed: P Mackel

Date: 17th February 2009

Annex 1

Police Service of Northern Ireland Non-industrial - Joint Consultative and Negotiation Council Constitution Third Formal Level

1. Objectives and Purpose

- 1.1 The purpose of the JCN Council shall be to consider appropriate corporate/organisation wide human resource and industrial relations issues that are referred from the JCNC Sub-committees that remain unresolved at that level.

2. Scope of the JCN Council

- 2.1 The scope of the JCN Council shall be to consider all matters, which are of concern to the PSNI and are not within the constitutional remit of a JCN Committee and shall include the following:
- a) provision of the best means for utilising the ability, experience, ideas and initiative of the staff;
 - b) provision for securing to staff a greater share of the determination of, and responsibility for, the observance of the conditions and organisation under which their duties are carried out;
 - c) determination of common conditions of service, in so far as these matters are peculiar to non-industrial police staff;
 - d) without prejudice to the responsibility of the PSNI for making promotions it shall be open to the JCN Council to discuss any promotion in regard to which it is represented by TUS that the principles have been violated;
 - e) the encouragement of further education and training of police staff;
 - f) consideration of proposed legislation so far as it has a bearing upon the position of the police staff in relation to their employment.

- 2.2 The above is not an exhaustive list.

3. Composition

- 3.1 The JCN Council Annual General Meeting (AGM) shall consist of a maximum of 14 members: 7 appointed by the Management Side and 7 by the TUS.
- 3.2 All other JCN Council meetings shall consist of a maximum of 10 members: 5 appointed by the Management Side and 5 by the TUS.
- 3.3 It shall be open to the authorities appointing the respective Sides of the JCN Council to vary their representatives and to appoint deputies who may act for those representatives in their absence. Casual vacancies on the JCN Council shall be filled by the authority concerned in the same manner as the original appointments.
- 3.4 The JCN Council shall be appointed annually to serve until the close of the AGM in March of each year.
- 3.5 The JCN Council may appoint standing or special Sub-committees as required and may delegate powers to any Sub-committee so appointed. Each side of the JCN Council shall appoint members to these Sub-committees.

- 3.6 Both sides of the JCN Council may add additional members, not being members of the JCN Council, to Sub-committees when matters of concern to particular groups of staff or particular areas are being discussed.

4. Chairperson

- 4.1 The Chairperson at every JCN Council meeting shall be the Director of Human Resources in whose absence the Management Side shall appoint a Chairperson, at no less than Deputy Director level, to deputise.

5. Meetings

- 5.1 Outside of the AGM, meetings of the JCN Council shall be held as often as necessary. An agreed agenda shall be circulated to all members not less than 7 days before the meetings of the JCN Council. Business not on the agenda shall be taken only by the agreement of both sides.
- 5.2 Normally a special meeting of the JCN Council shall be called within 7 working days of a request being received. The business to be discussed at a special meeting shall be limited to matters stated upon the notice requesting the meeting.
- 5.3 Both sides shall be provided with the information necessary to enable them to participate effectively. If such information is of a confidential nature the confidence shall be respected. The confidential classification should only be used in exceptional circumstances and the reasons for its use explained to the other side.
- 5.4 The quorum for JCN Council meetings shall be 3 members from each side.
- 5.5 The JCN Council may draw up such standing orders and rules for the conduct of its business, as it may deem necessary.
- 5.6 The Secretary to the JCN Council will be responsible for the preparation and circulation of draft minutes, for agreement, within 14 days following the date of the meeting to which they relate.

6. Decisions

- 6.1 The decisions of the JCN Council shall be without prejudice to:
- a) the overriding authority of the NIPB and the responsibility of the Chief Constable;
 - b) the responsibility of the TUS to NIPSA and its membership.
- 6.2 Decisions of the JCN Council (and/or its Standing and Special Sub-committees) shall be arrived at by agreement between the two sides.
- 6.3 It shall be the duty of the Chairperson of the JCN Council (or of a standing or special Sub-committee) to ensure that decisions reach the proper executive authority without delay.
- 6.4 Any disagreement registered at this level may be addressed through conciliation using the services of the Labour Relations Agency.

7. Amendment to Constitution

- 7.1 The Constitution of the JCN Council may be amended only at an AGM or a Special Meeting, involving Management Side and TUS, called for that purpose. Notice of amendment of the Constitution must be given and circulated to members of the JCN Council at least 14 days before the meeting.

Annex 2

Police Service of Northern Ireland Non-industrial - Joint Consultative and Negotiation Council – Sub-committee Constitution Second Formal Level

1. Objectives and Purpose

- 1.1 The purpose of the JCNC Sub-committees shall be to consider appropriate corporate/organisation wide human resource and industrial relations issues that are not within the constitutional remit of a JCN Committee and those issues referred from the JCN Committees that remain unresolved at that level.

2. Scope of the JCNC Sub-Committee

- 2.1 The scope of the JCNC Sub-committee shall be to consider all matters as detailed in Annex 1 item 2.

3. Composition

- 3.1 The JCN Council will delegate responsibility for day-to-day business to

Sub-committees as follows:

- a) Strategic Issues Sub-committee
- b) Personnel Issues Sub-committee
- c) Equality & Diversity Sub-committee
- d) Executive Health & Safety Committee
- e) OHW Sub-committee
- f) Training Sub-committee

- 3.2 The membership of a JCNC Sub-committee shall consist of a maximum of eight and shall consist of equal representation from the Management Side and TUS. The HQ Official may, on occasions, be invited to attend.

- 3.3 Both Management Side and TUS shall co-opt additional members, not being members of the JCNC Sub-committee on occasions when matters of concern to particular groups of staff or particular areas are being discussed.

4. Chairperson

- 4.1 The Chairperson of all JCNC Sub-committees shall be a representative of the Management Side.

5. Meetings

- 5.1 A meeting of a JCNC Committee shall normally be called within 7 working days of a request made by either side.
- 5.2 An agreed agenda shall be circulated to all members not less than 7 days before the meeting.
- 5.3 Matters not on the agenda shall only be taken with the agreement of both sides.
- 5.4 Both sides shall be provided with the information necessary to enable them to participate effectively. If such information is of a confidential nature the confidence shall be respected.

The confidential classification should only be used in exceptional circumstances and the reasons for its use explained to the other side.

- 5.5 The meeting secretary will be responsible for the preparation and circulation of draft minutes for agreement, within 14 days following the date of the meeting to which they relate.
- 5.6 The Personnel Issues Sub-committee shall meet bi-monthly.
- 5.7 The Executive Health and Safety Committee shall meet quarterly.
- 5.8 All other JCNC Sub-committees shall meet as required.

6. Decisions

- 6.1 The decisions of a JCNC Sub-committee shall be without prejudice to:
 - a) the responsibility of the Management Side to the Chief Constable
 - b) JCN Council
 - c) the responsibility of the TUS to NIPSA and its membership.
- 6.2 Decisions shall be arrived at by agreement between both sides. It is the responsibility of the Chairperson to ensure decisions are directed to the proper authority without delay.
- 6.3 If agreement cannot be reached at a JCNC Sub-committee the matter may be referred to the JCN Council by the formal registering of disagreement;
 - a) in this instance all relevant papers will be forwarded to both Sides and a meeting of the JCN Council convened in accordance with Rule 5 of Annex 1.

7. Amendment to Constitution

- 7.1 This constitution will be reviewed annually and may be amended only by agreement of the JCN Council.

Annex 3

Police Service of Northern Ireland Non-industrial - Joint Consultative and Negotiation Committee Constitution First Formal Level

1. Objectives and Purposes

- 1.1 The purpose of a JCN Committee is to address human resource and industrial relations issues raised within the respective district/department that are not resolved through prior normal informal contact.

2. Scope of a JCN Committee

- 2.1 The scope of a JCN Committee shall comprise matters, which affect the working conditions of police staff or result in a change in the work patterns, organisation or procedures insofar as they are peculiar to that district/department. Subjects common to other districts/ departments or the PSNI as a whole, shall be the subject of discussion at the appropriate JCNC Sub-committee and no decision may be taken on them by a JCN Committee

3. Composition

- 3.1 JCN Committees formed at district and departmental level shall comprise representatives of the Management Side within the district/department; and representatives of NIPSA within the district/department, with a seconded officer or nominated deputy normally in attendance.
- 3.2 The membership of a JCN Committee shall consist of a maximum of eight with equal representation from the Management Side and TUS.
- 3.3 Both sides shall be permitted to co-opt members with relevant expertise on matters for discussion on the agenda.

4. Chairperson

- 4.1 The Chairperson of a JCN Committee shall normally be the appropriate Head of HR in whose absence the Management Side shall appoint a Chairperson.

5. Meetings

- 5.1 A meeting of a JCN Committee shall normally be called within 7 working days of a request made by either side.
- 5.2 An agreed agenda shall be circulated to all members not less than 7 days before the meeting.
- 5.3 Matters not on the agenda shall only be taken with the agreement of both sides.
- 5.4 Both sides shall be provided with the information necessary to enable them to participate effectively. If such information is of a confidential nature the confidence shall be respected. The confidential classification should only be used in exceptional circumstances and the reasons for its use explained to the other side.
- 5.5 It shall be the aim of a JCN Committee to keep the formality of its proceedings and written work to a minimum, but a short agreed minute incorporating the matters discussed and decisions reached shall be circulated within 14 days following the date of the meeting.
- 5.6 A copy of the agreed minutes shall be passed to both Management Side and TUS. The Management Side Secretary will ensure that a copy is passed to the Employee Relations Unit, HR Department, for information.

6. Decisions

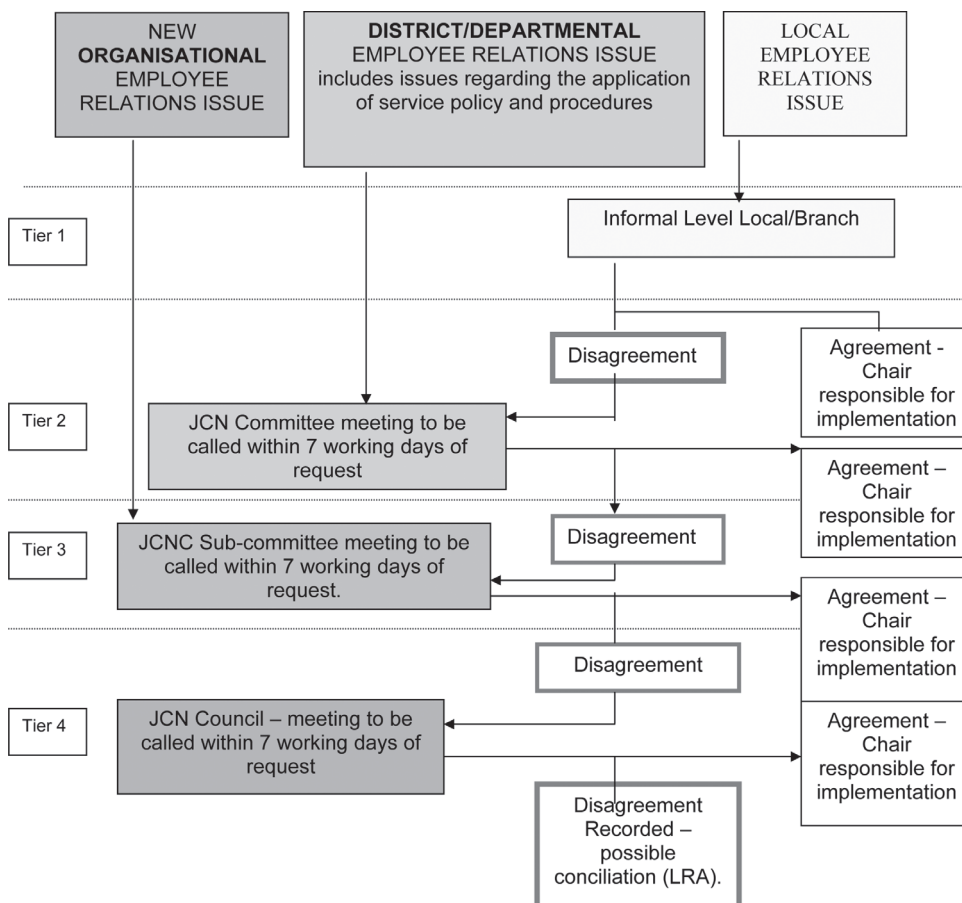
- 6.1 The decisions of a JCN Committee shall be without prejudice to: -
 - a) the responsibility of the Management Side to the Chief Constable
 - b) JCN Council and its Sub-committees
 - c) the responsibility of the TUS to NIPSA and its membership.
- 6.2 Decisions shall be arrived at by agreement between both sides. It is the responsibility of the Chairperson to ensure decisions are directed to the proper authority without delay.
- 6.3 In the event of disagreement being formally registered by either side the matter may be referred to the appropriate JCNC Sub-committee.

7. Amendments to Constitution

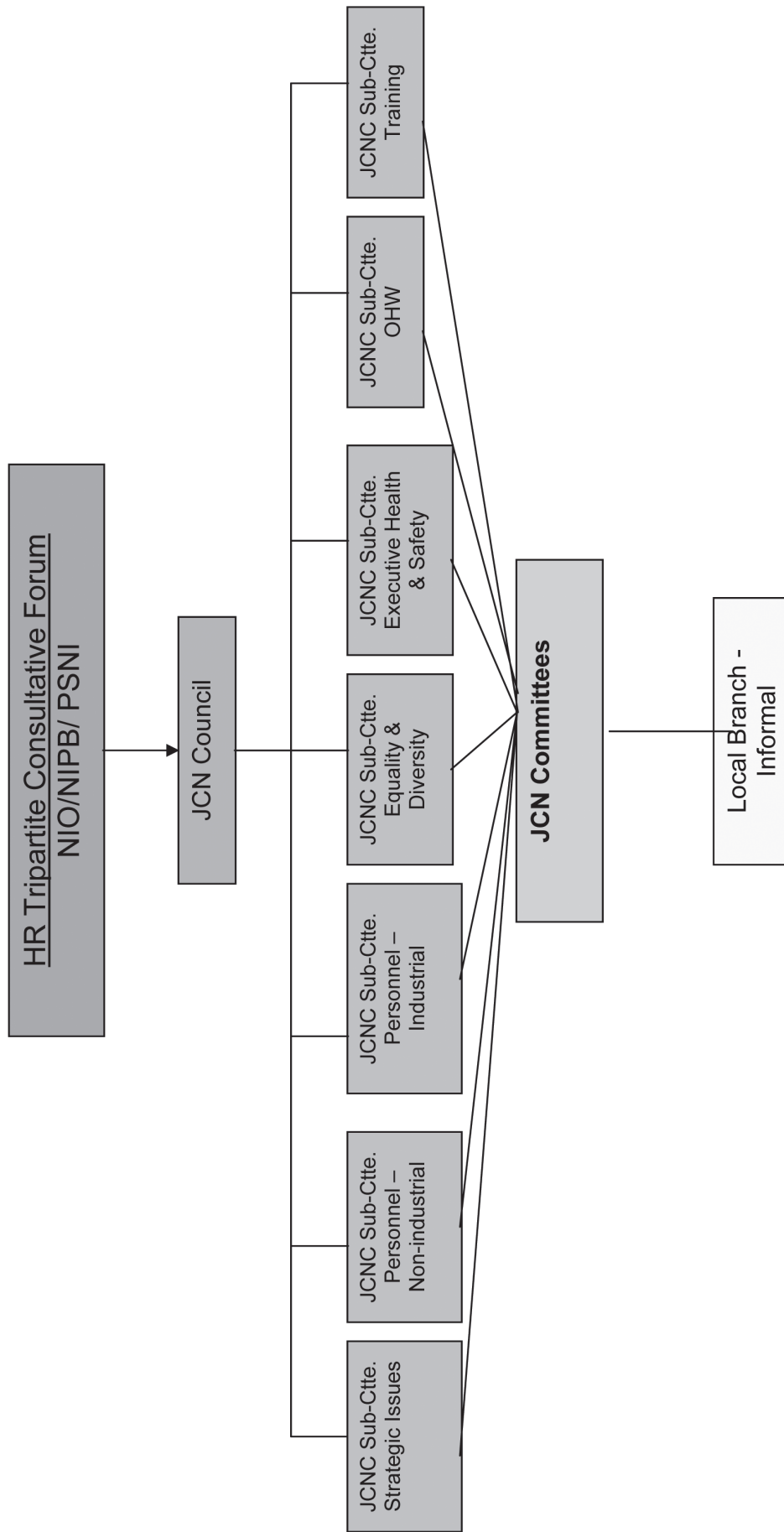
- 7.1 This constitution will be reviewed annually and may be amended only by agreement of the JCN Council.

Non-Industrial Police Staff - Industrial Relations Framework

The PSNI IR Framework for non-industrial Police Staff focuses on promoting and fostering good industrial relations with police staff as an integral part of its overall Human Resource People Strategy and Policy. Positive industrial relations are essential to ensure that management and staff work in partnership to achieve the aims and objectives of the Service, consistent with its vision and values, with clear and effective arrangements in place for two-way communication, consultation and negotiation between staff and management and for resolving difficulties as they arise. Employee relations' issues should continue to be raised, in the first instance, at the point of origin and resolved informally at the earliest possible stage.



PSNI Industrial Relations Framework – Non-Industrial Police Staff



Chairperson's Letter of 1 February 2013 to Mr Matt Baggott

Public Accounts Committee

Matt Baggott
Chief Constable
Police Service of Northern Ireland

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

01 February 2013

Dear Mr Baggott,

PAC inquiry into PSNI Use of Agency Staff

Thank you for Superintendent Henderson's reply, which the Committee considered at its meeting of 30 January.

The Committee agreed that I write to seek clarification of some of the points addressed in your letter.

The Committee was interested in the response to question 5 and asked that this information be provided for the years prior to 2011-12. In addition, of the 493 CV's provided in 2011-12, how many were those of former police officers?

The Committee had asked about former Grafton employees in PSNI employ. Your answer said "*there are no former Grafton employees (as the term is normally understood) in the PSNI's HR or Crime Operations Department*". The Committee wishes that you clarify what is meant by the term in brackets.

In respect of your answers to questions 7 and 9, eight fixed term contracts were awarded without open competition. The Committee has received evidence separately that there are currently nine employees on fixed term contracts. Please could you confirm the actual number and advise how this discrepancy arose?

In respect of the fixed term contracts awarded without open competition, the Committee is interested in the circumstances giving rise to this.

For each of the eight/nine individuals, please specify

- whether they were on temporary contracts with PSNI before being awarded an FTC?
- if so, how many they held, and for how long were they engaged on temporary contracts before moving to fixed term contracts?
- when were they appointed to fixed term contracts?
- how long are their contract terms (in years)?
- what was the rationale behind the appointment without open competition? and
- what specialist skills or experience did the individual bring to their current post?

Further to the Committee's question 13, please explain the difference in practical terms between 'consultants' and 'external advisors'. Please also

confirm how many external advisers are currently employed by PSNI and of those, how many are allocated offices in the PSNI estate.

I would be grateful to receive your reply by 8 February 2013.

Yours sincerely,

John Dallat
Deputy Chairperson
Public Accounts Committee

Correspondence of 6 February 2013 from Ms Fiona Hamill

Fiona Hamill

Treasury Officer of Accounts

Central Finance Group
Room P3
Rathgael House
Balloo Road
BANGOR BT19 7NA
Tel No: 028 91858128 (x 68128)
email: fiona.hamill@dfpni.gov.uk

Ms Michaela Boyle
Chairperson
Northern Ireland Assembly
Public Accounts Committee
Room 371
Parliament Buildings
BELFAST
BT4 3XX

6 February 2013

Dear Michaela

PAC inquiry into PSNI Use of Agency Staff

Thank you for your letter of 18 January seeking DFP's assessment of the context, relevance and application of the advice received by PSNI during the period in question. In addition you have asked me to set out the role and remit of CPD in relation to providing advice and the mechanisms by which CPD ensures compliance. I apologise for the delay in responding.

In relation to the specific advice to which PSNI has referred I have attached at Appendix A our views in relation to the Committee's questions 10 and 11, using the same numbering sequence as PSNI.

General context

The period of the contract considered by the Committee spans a significant period of time, both before and after the devolution of Policing and Justice.

Prior to 3rd November 2008 the Northern Ireland Office (NIO) Procurement Unit had responsibility for providing PSNI with all procurement advice. NIO were not subject to/mandated under NI Public Procurement Policy, and as a Whitehall department, NIO had their own procurement policy, as did PSNI.

In 2008, NIO undertook a project to review the Criminal Justice System-Centre of Procurement Expertise. The outworking of this project was a recommendation that:

"all future Criminal Justice Sector procurement to be undertaken by the Department of Finance and Personnel's Central Procurement Directorate (CPD)"

The relevant sections of the NIO Procurement Unit formally merged with CPD on Monday 3rd November 2008 and CPD took responsibility for PSNI procurement from that date. It was agreed that beyond providing routine contract management support for ongoing contracts, CPD would have no responsibility for any of the contract decisions taken prior to that date and

therefore cannot comment on any legacy decisions. I have attached a copy of the relevant agreements at **Annexes 2 and 3**.

The role of CPD advice

CPD has two main roles:

- 1) as the lead NI Procurement Body, supporting the Procurement Board which has responsibility for the development, dissemination and co-ordination of public procurement policy and practice for the Northern Ireland public sector.
- 2) providing procurement advice and an operational procurement service at the request of Departments as determined by agreed Service Level Agreements (SLAs).

The Procurement Board is chaired by the Minister of Finance and Personnel and membership comprises the Permanent Secretaries of the 12 Northern Ireland Departments. This ensures that there is compliance with agreed policies and procedures in all Departments, their Agencies, NDPBs and public corporations.

Other members of the Board include the Treasury Officer of Accounts, two external experts without a specific sectoral interest, and the Director of Central Procurement Directorate (CPD). Representatives of the Comptroller and Auditor General and of the Strategic Investment Board Ltd attend as observers.

Under Managing Public Money, Accounting Officers have responsibility for contract award decisions and management of contracts including variations and contract extensions.

Ensuring Compliance

CPD have no statutory authority to veto or set aside award decisions. Under the Public Procurement Regulations (as amended) Regulation (47), the decision to set aside the award of a contract can only be set down by the High Court or if the parties to the contract invoke the Break or Termination Clauses.

If CPD's advice is not taken and CPD are aware it has not been taken, there is now a mechanism in place whereby it is reported to the Procurement Board. The Head of the Centre of Procurement Expertise (CoPE) formally writes to the Accounting Officer who must then report to the Procurement Board.

Annex 1 - Roles and Responsibilities of the Procurement Board and CPD as set out in Northern Ireland Public Procurement Policy

Annex 2 - DoJ Service Level Agreement

Annex 3 - CPD Local Operating Agreement with PSNI

I trust you will find this helpful.

Yours sincerely



Fiona Hamill

Appendix A

Comments on PSNI response

I have sought input from CPD and can make the following comments on PSNI's response.

10) A summary of all PSNI contracts extant between 2002 and 2004 demonstrating the PSNI's contract variation – as opposed to newly tendering- practice on all contracts of scale.

CPD has confirmed that PSNI did request this information but were informed that because the files related to legacy matters (i.e. prior to November 2008) it was not for CPD to extract the data. CPD has catalogued the files it holds in storage on behalf of PSNI and has confirmed there are approximately 1300 files in this secure storage. CPD can arrange the return of these files to PSNI if necessary.

For information, in considering PSNI's request CPD has estimated that an examination of these files will be resource intensive and take up to resource of 3-4 people working full time over a period of 6-12 weeks to fully examine each and every file to provide the information required.

11) The three sets of advice provided by PSNI Procurement Unit in 2004 relation to variation of the permanent staff contract; and the letters and or report by Central Procurement Directorate referred to by Mr Best which said that "with regard to the contract, which included the HET, the PSNI complied with public sector guidance. Variations were put in place that gave rise to efficiency, and value for money was obtained."

Advice provided by PSNI Procurement Unit in 2004 is a legacy issue and not a matter for CPD.

There are no letters or report from the Central Procurement Directorate relating to Mr Best's statement.

1. Exclusion of Salary Costs

1.1 The email extract referred to in the PSNI response was written on 17th July 2012 by Campbell Browne (PSNI Head of Procurement and Logistics) to CPD. Mr Browne at that time was raising questions with CPD to assist himself in answering the draft NIAO report. The statements made are Mr Browne's assertions and not CPDs. **(PSNI submission Appendix B)**

1.2 Under the Public Procurement Regulations 2006 (as amended) Regulation 8 (7-8) states the estimated value of a public contract shall be the value of the total consideration payable, net of value added tax. This was the same approach under the previous Public Procurement Regulations in 2000 and 1993 (Regulation 7), relevant extracts in **Appendix A1**.

The concept of consideration is a clearly understood concept in procurement and contract law. A simplistic definition of 'consideration' is: something of value given by one party, in return for the performing of a contract, or for the promise to perform a contract, by the other party. For this reason the calculation of **consideration** for a temporary staff contract is service fees plus agreed salary rates whilst for permanent staff it is simply service fees, because the service performed in this instance is the identification of a suitable candidate to employee, rather than the provision of one.

1.3 As per 1.2

1.4 This is a legacy matter for PSNI/NIO. The reference to CPD/NIO PU is incorrect, it should refer to NIO Procurement Unit only.

1.5 As stated at 1.2 above, when procuring Temporary Workers Contracts on behalf of the NICS, CPD and Departments include the total value (temporary workers pay and agency fee) as the consideration.

This applied to the current NICS Temporary Workers Contracts (valid until 31st November 2016) and the previous contracts which ran from 1st March 2008 to 28th February 2012.

2. 2004 Use of existing contract for Temporary Workers

- 2.1 This relates to the 2004 Contract which is a PSNI legacy issue, and does not involve CPD. The email referred to in the PSNI response was issued to CPD on 17th July 2012 from Campbell Browne (PSNI Head of Procurement and Logistics) who was at that time raising questions to assist him in answering the draft NIAO report. The statements made are Mr Browne's assertions and not CPDs. **(PSNI submission Appendix B)**

3. 2009 Variation for HET

- 3.1 CPD did not provide any advice that stated:

“with regard to the contract, which included HET, the PSNI complied with public sector procurement guidance”

The email extract referred to in the PSNI response was written on 17th July 2012 by Campbell Browne (PSNI Head of Procurement and Logistics) to CPD. Mr Browne at that time was raising questions with CPD to assist himself in answering the draft NIAO report. The statements made are Mr Browne's assertions and not CPDs. **(PSNI submission Appendix B)**

In his response to Campbell Browne on 18th July 2012, (CPD) did not formally dispute Mr Browne's assertions apart from point 5 which referred to the use of the Grafton Contract for recruitment of HET staff. This correspondence in July 2012 was over 3 years after PSNI had taken the decision to appoint HET staff under the Grafton contract. **(PSNI submission Appendix B)**

- 3.2 The thirty meetings referred to (13 of which were held prior to transfer of NIO Procurement Unit staff to CPD in November 2008) were the routine scheduled quarterly HR Contract Review Meetings at which the full portfolio of HR Contracts were discussed, not just the Civilian Recruitment Contract (Grafton Contract). Since 2009 there has been reference to the appointment of HET staff on 5 occasions, 4 of which referred to the fact that Grafton had been appointed as Master Vendor for the recruitment of HET staff. Only at one meeting, held on the 18th March 2009 was there discussion about the inclusion of HET staff and this is referred to at 3.4 below. **(PSNI submission Appendix F)**
- 3.3 CPD has no evidence of providing agreement to the use of the existing contract for HET staff.
- 3.4 At the meeting referred to of 18th March 2009, CPD, , said that while there would be some scope to amend the Grafton Contract, any additional costs should not be beyond the value of the original Contract, but advised that a meeting with HR had been arranged to discuss the issue and no decision would be made until all options had been considered. That meeting was held on 20th March 2009 **(PSNI submission Appendix G)** where “raised concern about the cost of any variation to the Grafton Contract and the potential to challenge from the market place and the Policing Board, should the cost exceed the value of the original contract.” The minutes of this meeting were taken and circulated by PSNI HR. had also expressed concern in an earlier email to PSNI/HET HR on 11th March 2009 (copy attached **Appendix A2**).
- 3.5 This is the meeting of 20 March 2009 referred to in 3.4 above which notes a number of concerns raised by the legal advisor, CPD is not aware of any formal legal advice. CPD has no record of there being any further correspondence between CPD and PSNI on the matter until CPD were copied into an email from Grafton to their sub-contractors (copy attached, **Appendix A3**) which confirmed that Grafton had been appointed as the Master Vendor for HET with effect from 1st April 2009.
- 3.6 There are no records of full consultation with CPD. There were only the concerns raised by CPD as provided in the earlier evidence in **Appendix A2 and PSNI submission Appendix G**.

The Contract Review Meeting referred to on 3rd June 2009 was held 2 months after the PSNI decision had been taken to use the Grafton Contract for recruitment of HET staff and the extract provided is no more than a statement of fact. CPD were not party to the decision.

3.7 CPD cannot comment on this issue as this is an internal matter for PSNI.

3.8 The meeting dated 26 February 2012, which was held almost 2 years after the PSNI decision to use the Grafton Contract for HET is a statement of fact. This was a routine scheduled quarterly HR Contract Review Meetings at which the full portfolio of HR Contracts were discussed, not just the Grafton Contract.

You also raise in your letter whether CPD's advice was ignored on this particular occasion. As you can see from minutes of meetings, the issue was raised by CPD and would have been considered alongside other advice, including legal, on a range of issues and ultimately the decision would have been taken by PSNI on the balance of all the relevant factors. This is reflective of the evidence presented at the Committee on 28 November 2012.

4. 2011 Change in Employment

This was a variation required in order to comply with a Statutory Instrument, as a result of the new Agency Workers Regulations with effect from 4th July 2011. Business cases are a matter for the Departments, not CPD.

Appendix 1

Appendix A

The Roles and Responsibilities of the Procurement Board:

- i. to develop public procurement policy and to monitor the implementation of that policy within Northern Ireland public bodies;
- ii. to establish the strategies and objectives for implementing that procurement policy, including Public Private Partnership and Private Finance Initiative;
- iii. to direct matters of public procurement policy and strategy approved by the Executive and make recommendations where appropriate to the Executive;
- iv. to ensure adherence to legal obligations (including the implications of the Human Rights Act 1998 for procurement) and future development of EC legislation as they relate to procurement in the wider public sector;
- v. to approve strategic targets for procurement performance, and to monitor progress against those targets, including the development of e-procurement;
- vi. to ensure that procurement policy pays due regard to the requirements of the Executive's wider policy commitments, including equality, sustainable development, "Lifetime Opportunities" and environmental standards; and
- vii. to liaise with the Cabinet Office (see page 9) in accordance with the obligations mentioned in the Concordat on Co-ordination of EU, International and Policy Issues on Public Procurement.

Appendix B

The Roles and Responsibilities of the Central Procurement Directorate:

- i. formulating and reviewing procurement policy, in consultation with major stakeholders in the Centres of Procurement Expertise, for endorsement by the Procurement Board and as appropriate, by the Executive;
- ii. disseminating agreed policies to the public sector and monitoring their implementation;
- iii. developing a common Strategic Procurement Framework;
- iv. operating and maintaining a generic procurement process model;
- v. developing management information on procurement expenditure;
- vi. collating and monitoring information on procurement performance across the public sector;
- vii. advising public sector procurers on the appropriate body to deal with high-value, strategically important procurements, whether this be the Central Procurement Directorate, an appropriate Centre of Procurement Expertise or others;
- viii. providing procurement services, under Service Level Agreements, to Departments, Agencies and NDPBs which request them;
- ix. developing the existing process for strategic management of key suppliers and in particular developing a "lead buyer" framework/network in collaboration with the Procurement Practitioners Group;
- x. seeking out and promoting best practice in procurement from within the Procurement Practitioners Group or from the wider public sector, including promotion of necessary investment and taking account of particular constraints (for example, funding);

Appendix B (cont'd)

- xi. establishing and maintaining appropriate relationships with similar procurement organisations in England, Scotland, Wales and the Irish Republic, as well as Centres of Procurement Expertise and the private sector;
- xii. supporting and encouraging Northern Ireland Departments, their Agencies and NDPBs to respond to the challenges and deliver the benefits of modern procurement; and
- xiii. promoting appropriate research on public sector procurement issues, and accessing methods of organisational learning and professional training for the benefit of wider Northern Ireland public sector procurement performance.

Appendix C

The Roles and Responsibilities of the Procurement Practitioners Group (PPG):

- i. contribute to the development of overarching procurement policy and the generic procurement process/model;
- ii. collaborate with like organisations in Great Britain and the Irish Republic, share learning within the Group, and use information to inform/develop wider policy;
- iii. assist in establishing a framework for savings targets and performance measures with customers/spenders, which meet the requirements of the Procurement Board;
- iv. offer up areas of existing good practice for review/learning by the wider network of experts;
- v. pilot leading edge developments on behalf of other Centres of Procurement Expertise;
- vi. develop proposals for operational policies and procedures which are in line with the overarching procurement policy for consideration by the Central Procurement Directorate and Procurement Board;
- vii. establish and highlight constraints (including funding) which prevent implementation of overarching policy or particular good practice developments; and
- viii. interact as necessary with the private sector including trade bodies.

Appendix 2

Department of **Finance and Personnel**

Central Procurement Directorate
'helping maximise the benefits of effective procurement'

Service Level Agreement

Between

Department of Justice

And

The Department of Finance and Personnel

Central Procurement Directorate

1 September 2011

Education & Library Boards

HEALTH ESTATES

Translink

northern ireland water

Housing Executive

ROADS Service

HSC Business Services Organisation



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PART 1: GENERAL

SECTION 1: INTRODUCTION

1.1 Northern Ireland Public Procurement Policy

Expenditure by bodies subject to Northern Ireland Public Procurement Policy is approximately £2.3bn per annum. Given the challenging economic climate and increasing financial pressures it is more vital than ever that Government spends its resources wisely and maximises value for money.

At its meeting on 16 May 2002, the Northern Ireland Executive agreed a revised Public Procurement Policy for Northern Ireland Departments, their Agencies, Non-Departmental Public Bodies (NDPBs) and Public Corporations.

The Executive agreed that Public Procurement Policy should be guided by a clear definition of Public Procurement and Best Value for Money as follows: -

“Public procurement is the process of acquisition, usually by means of a contractual arrangement after public competition, of goods, works and other supplies by the public service.”

“Best Value for Money (*) is the most advantageous combination of cost, quality and sustainability to meet customer requirements”

In this context cost means consideration of the whole life cost, quality means meeting a specification which is fit for purpose and sufficient to meet the customer’s requirements and sustainability means economic, social and environmental benefits, considered in the Business Case, in support of the Programme for Government.

(*) definition as amended by the Executive on 22 March 2011

There are 12 guiding principles that govern the administration of public procurement. The Executive believes that these principles, listed below, reflect the statutory obligations relating to equality of opportunity and sustainable development and link to the Programme for Government:

1. Accountability
2. Competitive Supply
3. Consistency
4. Effectiveness
5. Efficiency
6. Fair Dealing
7. Integration
8. Integrity
9. Informed decision-making
10. Legality
11. Responsiveness
12. Transparency

Further details of each are set out at **Annex 1**.

In accordance with NI Public Procurement Policy determined by the NI Executive, Departments, their Agencies, NDPBs and Public Corporations are required to carry out their procurement activities by means of a documented Service Level Agreement (SLA) with Central Procurement Directorate or a relevant Centre of Procurement Expertise (CoPE). A list of public sector CoPEs is included at **Annex 2**.

The development of Public Procurement Policy and the monitoring of its implementation within NI Public Bodies is the responsibility of the Procurement Board which is chaired by the Minister of Finance and Personnel. Procurement Board membership is set out in **Annex 3**.

The Procurement Board is also responsible for setting the Strategic Objectives for implementing the policy.

1.2 About Central Procurement Directorate

Central Procurement Directorate (CPD) is a directorate within the Department of Finance and Personnel (DFP). CPD is the lead professional procurement body for Northern Ireland, responsible to the Procurement Board for: (i) formulating policy proposals, (ii) reviewing procurement policy, and (iii) disseminating policies and monitoring their implementation.

CPD also comprises two CoPEs, one for Construction and one for Supplies and Services. CPD supports the NI Public Sector by helping NI Departments obtain Best Value for Money in the procurement of the supplies, services and construction works that are needed to deliver their Programme for Government and business objectives. CPD does this by providing expert advice and professional skills during the procurement lifecycle from initial concept to completion and realisation of benefits. CPD works in partnership with suppliers, potential suppliers and industry representatives to make them aware of the opportunities available in the public sector market.

CPD maintains strategic links between Government and key stakeholders in the Construction Industry and the wider business sector. These include the Construction Industry Forum for Northern Ireland (whose members are also key participants in helping Government to deliver the Executive's 10 year capital investment programme set out in the Investment Strategy for Northern Ireland) and the Business / Industry Forum for Northern Ireland.

The Directorate also maintains relationships with similar procurement bodies in England, Scotland, Wales and the Republic of Ireland.

Annual value for money savings generated by CPD exceed its annual operating costs.

1.3 CPD's Mission

CPD's mission is:

"Helping maximise the benefits of effective procurement"

CPD will achieve this through:-

1. providing leadership in public procurement; and
2. being a key delivery partner to the NI public sector.

CPD's vision is

"Customer focussed, expert people, adding value."

We are committed to the process of continuous improvement and to the achievement of best practice.

CPD's services and advice to customers are provided by staff who are experts in their particular professional discipline and who are encouraged to be members of the relevant Professional Body.

1.4 CPD's Business Activities

CPD provides procurement services to departments through its three business areas:

- Policy and Performance Division,
- Supplies and Services CoPE, and
- Construction CoPE.

Policy and Performance Division is responsible for the formulation of Public Procurement Policy and guidance (including Construction Policy), and for the provision of monitoring information on its implementation. It also delivers the Gateway Review Process to programmes and projects.

Both the Supplies and Services and Construction Divisions provide a CoPE service for customer departments. Further details of these services can be found on the CPD website www.dfpni.gov.uk/cpd.

1.5 Customer Department Details

For the purposes of this Service Level Agreement the customer department is the Department of Justice (hereafter referred to as the Department.)

The bodies covered by this SLA are listed at **Annex 8**.

References to "The Department" therefore also apply to each listed body.

The following Department specific references have been added to the generic SLA document:

On 28 September 2011 Nick Perry wrote to CPD advising that "DOJ wish responsibility for low value procurements (under £10k) to continue to be handled in-house" (see addendum – Annex 9).

1.6 List of Abbreviations

ALB	Arms Length Body
DAPP	Departmental Annual Procurement Plan
AQ	Assembly Question
COPE	Centre of Procurement Expertise
CPD	Central Procurement Directorate
CR	Customer Representative
DFP	Department of Finance and Personnel
EU	European Union
FOI	Freedom of Information Act 2000
KAM	Key Account Manager
KPI	Key Performance Indicator
LOA	Local Operating Agreement
NDPB	Non – Departmental Public Body
NICS	Northern Ireland Civil Service
MLA	Member of the Legislative Assembly
MPM	NI Managing Public Money NI
PAC	Public Accounts Committee
PfG	Programme for Government
PGN	Procurement Guidance Note
SLA	Service Level Agreement

SECTION 2: SCOPE AND DURATION OF THE AGREEMENT

2.1 Scope

This Service Level Agreement (SLA) records the basis upon which **the Department**, agrees to comply with

- the monitoring arrangements required by the Procurement Board and undertaken on its behalf by CPD; and
- the basis upon which CPD (i) provides advice on procurement matters for supplies, services and construction* and (ii) undertakes procurement of supplies, services and construction for the Department throughout the period specified in para. 2.7.

**'Construction' refers to all construction works and services.

2.2 Application of Northern Ireland Public Procurement Policy

The development, dissemination and co-ordination of Public Procurement Policy and practice for the NI Public Sector is the responsibility of the Procurement Board. In exercising this responsibility the Board is supported by CPD.

Procurement Guidance Notes are the administrative means by which the Northern Ireland Public Sector is advised of procurement policy and best practice developments and are endorsed by the Procurement Board. They are issued to Departments for implementation, copied to CoPEs and can be accessed on the CPD internet site www.dfpni.gov.uk/cpd.

Details of CPD's roles and responsibilities in relation to NI Public Procurement Policy are set out in **Annex 4**.

The Department agrees to apply NI Public Procurement Policy in accordance with advice and guidance provided by CPD and to provide, at CPD's request, the information necessary to allow implementation of policy to be monitored by the Procurement Board.

The Department also agrees to ensure that all Public Procurement Policy Guidance Notes are circulated appropriately within its organisation and to Arms Length Bodies.

2.3 Services Provided By CPD

Supplies and Services

CPD Supplies and Services Division provides a range of professional procurement advice and services including;

- development of competitive procurement strategies;
- market engagement;
- advice on the development of all pre-award documentation, specifications/requirements;
- evaluation methodology;
- terms and conditions of contract;
- supplier selection;
- award process and notifications;
- clarifications and debriefing.

The services are described in more detail in Part 2 (A1).

Supplies or services procurements handled by the division will not include any requirements that include an element of civil, mechanical or electrical engineering or construction related supplies or services.

Up to the award of any contract, and in respect of that period, CPD will lead on all related correspondence and queries including those from Members of the NI Assembly (MLAs), potential suppliers, sector groups and those of general interest.

Construction

CPD Construction Division provides a comprehensive construction procurement service for capital and grant funded projects from inception to completion. This includes

- brief development,
- feasibility studies,
- scheme design,
- appointment of consultants and contractors and
- contract administration.

The services are described in more detail in Part 2 (B1).

Gateway Review Administration

The Centre of Expertise in Programme and Project Management (CoE) within CPD is responsible for the delivery of the Gateway Review Process and is an Authorised Hub. With a mandate from the Procurement Board, the CoE administers the Gateway Review process on behalf of customer bodies.

2.4 Service Standards

CPD operates in accordance with the following standards:-

- **BS EN ISO 9001:2008.**

CPD has been formally certified as meeting the requirements of the BS EN ISO 9001:2008 standard for quality since June 2009. Its Quality Management System (QMS) is corporately managed by the CPD Senior Management Group against the Directorate's Quality Policy and independently validated by external review to ensure all services continually comply with certified procedures. Compliance and control is achieved through continuous internal quality audits, carried out by trained internal auditors, and through external audits conducted twice annually by a UK Accreditation Service accredited audit team.

- **European Foundation for Quality Management – Steps to Excellence**

CPD has adopted the European Foundation for Quality Management (EFQM) model as its overarching business improvement framework. This approach underscores CPD's commitment to delivering a quality outcome for every customer.

- **Investors In People Accreditation**

Investors in People recognition demonstrates CPD's commitment to the delivery of business results through highly skilled and trained staff. This means that our staff have the skills and flexibility they require to do their job effectively.

- Northern Ireland Civil Service (NICS) Customer Service Standards.
- NICS Code of Ethics and all CPD's published guidance and best practice;

In addition, all procurements are administered using the e – sourcing NI portal. <https://e-sourcingni.bravosolution.co.uk/esop/toolkit/notice/public/opportunities.do?reset=true>.

2.5 Key Commitments

CPD and the Department will work together to achieve the following:-

- a) a minimum of 98% of the Department's procurement spend on goods, services and works to be influenced by a CoPE or CPD;
- b) the robust defence of all challenges to procurement;
- c) Bi-annual review meetings between the CPD Key Account Manager (para 4.1) and the Departmental Customer Representative (para 4.2).

2.6 Local Operating Agreements

CPD and the Department can agree, (if applicable) Local Operating Agreements (LOAs) which will comprise part of the SLA.

These will cover, if required, business specific services or one-off major projects. LOAs are business specific documents relating to the needs and requirements of the individual business area within the Department. They should reflect the specific business responsibilities of both parties; set out the Key Performance Indicators related to the services included within them (covering time, cost and quality); and clarify allocation of any major risks. They can address issues such as:

- Local reporting relationships between CPD, the Department and the area subject to the LOA.
- Monitoring of LOAs.
- Services required/provided.
- Service standards.

- Service targets.
- Detailed CPD and Departmental roles, responsibilities and accountabilities
- CPD resource commitments.
- Detailed Departmental spending plans
- Specific charging arrangements.
- Provision of management information and the identification of responsibility for provision.

2.7 Agreement Duration

This Agreement takes effect from 1 September 2011 and remains in force unless terminated by:

- a) either party, on the expiry of a full financial year's notice in writing;

or

- b) the agreement of both parties.

The Agreement may be amended at any time with the consent of both parties.

Agreed amendments will be incorporated into the Agreement and recorded in **Annex 9**.

In the event of termination this agreement will be replaced by a new SLA which will include, as a minimum, the provisions in relation to the application and monitoring of Public Procurement Policy.

SECTION 3: ROLES, RESPONSIBILITIES AND ACCOUNTABILITIES

3.1 CPD Roles and Responsibilities

NI Public Procurement Policy

CPD's role with respect to Public Procurement Policy is to work in partnership with the Department to ensure that a minimum of 98% of spend on goods, services and works is influenced by professional procurement to ensure the provision of legally binding, compliant arrangements, to provide best value for money solutions in support of the department's business objectives.

Service Provision

CPD's role with respect to the provision of services under this SLA is to help the Department as Contracting Authority in the procurement of supplies, services and construction either through advice or delivery of the procurement process to achieve best value for money and compliance with procurement procedures and policies.

CPD undertakes to:

- a) Work with the Department in support of delivery of Procurement Board Strategic Objectives.
- b) Assist the Department in relation to the dissemination and implementation of NI Public Procurement Policy and best practice.
- c) Provide the required procurement services in accordance with the standards as set out in Section 2 and, if applicable, additional project specific services under any LOA.
- d) Appoint an Account Management Team made up of a Key Account Manager and Divisional Account Managers, as detailed in **Annex 5**, to manage the services provided to the Department.

- e) Document the advice it gives in response to requests in writing in accordance with service standards (Section 2) and Key Commitments (Section 2).
- f) Respond to all pre-contract queries, clarifications and challenges or queries directly related to the procurement process (being all activities required to achieve the procurement).
- g) Advise the Department on the exercise of its responsibilities during a procurement process to achieve a best value for money and compliant outcome.

3.2 Customer Department Roles and Responsibilities

The Department has a responsibility to comply with NI Public Procurement Policies, to implement guidance endorsed by the Procurement Board and to provide timely, accurate and up to date information to allow procurement performance to be monitored. The Department is also responsible for engaging with CPD in relation to procurement activity on the basis set out at Part 2.

The Department undertakes to:

- a) disseminate and implement NI Public Procurement Policy and Best Practice within all of the Department's business areas including Arms Length Bodies.
- b) provide information to meet the reporting requirements of the Procurement Board.
- c) provide information in response to official queries (including Assembly Questions) on specific procurements.
- d) work with CPD in support of the delivery of the Procurement Board's Strategic objectives and in particular produce an Departmental Annual Procurement Plan (DAPP) for Supplies, Services and Construction (including contract extensions), by 31 January preceding the start of the financial year. The plan should cover the needs of all bodies included within this SLA **Annex 8**. It is accepted

that unforeseen events may arise subsequent to this however departments should ensure that the 31 January DAPP is as complete as possible, provide CPD with a final version by 1 March each year and alert CPD to any significant changes in requirements. The DAPPs allow CPD to ensure that resource levels are sufficient to deliver the procurement needs of our customers and to develop strategic and collaborative procurement approaches thus maximising value for money savings.

- e) appoint a Customer Representative (CR) with appropriate responsibility to represent the Department at meetings with CPD's Key Account Manager in respect of this SLA – Roles and responsibilities for the CR are set out at **Annex 7**.
- f) obtain the services designated in Section 2 and as detailed in any agreed LOA through CPD as a Centre of Procurement Expertise, (except as agreed with CPD).
- g) where possible plan the workload for a balanced distribution of work over the course of the year.
- h) ensure that all staff and external advisers involved in procurement are instructed in their responsibilities and develop awareness .
- i) provide responses to any specific post contract award challenges or queries, in relation to Supplies and Services contracts, not directly related to the procurement process eg specifications; panel member evaluation decisions; and variations to contract.

3.3 Accountabilities

a) Advisory Services

CPD is accountable for ensuring that advice provided complies with NI Public Procurement Policy and best practice.

b) Delivery Services (eg procurement, contract management).

CPD is accountable for the compliance of the service provided and for the advice it provides to the Department during the procurement.

The Department is accountable for

- the business specification requirement including consideration of the integration of Procurement Board and Programme for Government (PfG) objectives where appropriate;
- the decisions and competency of the evaluation panel;
- contract management (where this is not being provided by CPD); and
- for seeking and securing the appropriate authority and approvals in the event that any there is any departure from the advice/instructions provided by CPD during the procurement process or period of delivery of service.
- Ensuring that appropriate business cases (developed in accordance with the NI Guide to Expenditure Appraisal and Evaluation web site) and approvals have been prepared and appropriate approvals obtained prior to commissioning of procurement or contract extension activity from CPD.
- The payment of all penalties and damages that become due following legal challenge. The Department, as the Contracting Authority, is responsible for the procurement decision and CPD does not carry any indemnity provision.

3.4 Governance and Assurance

CPD has established effective procurement risk management control and governance processes which are subject to independent review by DFP's Internal Audit function.

In accordance with the agreement on Inter-Departmental Assurances, DFP Internal Audit will provide annual assurance on risk management control and governance processes operational within CPD.

SECTION 4: COMMUNICATIONS

4.1 CPD Account Management Team

CPD will appoint a Key Account Manager (KAM) to act as a single point of contact to deal with all matters relating to the SLA raised by the Department.

CPD will also nominate Divisional Account Managers (DAM) in each of its operational divisions (Construction and Supplies and Services) to help deal with any issues specific to that Division.

KAM and DAM Roles and responsibilities are set out in **Annex 5**.

Names and contact details are provided at **Annex 6**.

4.2 Customer Representatives

The Department will appoint a Customer Representative, and may also nominate additional contact staff for each of its business areas to help deal with any specific issues to each area.

Customer Representative roles and responsibilities are set out in **Annex 7**.

Names and contact details are provided at **Annex 6**.

4.3 Finance Contacts

CPD and the Department will appoint personnel to be the first point of contact in relation to any charging and invoicing queries for their respective business areas.

Names and contact details are provided at **Annex 6**.

SECTION 5: PERFORMANCE MEASUREMENT

5.1 Performance Review Process

The Key Account Manager and Customer Representative will meet at least bi-annually to discuss performance against standards, charges and other matters arising in connection with the SLA.

Section 8 provides details of the CPD process for Complaints and Disputes Resolution.

5.2 Continuous Improvement

CPD is committed to the process of continuous improvement to its services and the achievement of Best Practice.

CPD will work in partnership with the Department to continually improve its services by requesting frequent feedback on delivery of services from the Department and its individual business areas in accordance with CPD's Quality Management System (see para 2.4.).

The Department will seek feedback from CPD on how it can improve the necessary skills and competencies to help ensure best value for money is delivered through procurement.

SECTION 6: CHARGING PROCESS

6.1 Basis of Charges

CPD operates on a net baseline model with a Financial Objective of 100% Full Cost Recovery of the costs of providing its operational services to departments. This approach reflects the requirements set out in Managing Public Money NI (MPMNI).

- **Construction**

For construction services, CPD will either charge on the basis of hours worked by members of staff and the applicable hourly rate or via a block charge for co-located advisory staff. Further information is provided at Part 2(B2).

- **Supplies and Services**

It is intended that, with effect from 1 April 2012, charges relating to the procurement of other supplies and services will also be on the basis of hours worked and hourly rates; in the meantime block charges will continue to apply.

Where a client is seeking to procure a significant project which exceeds their ongoing procurement requirements then this will be charged for separately on the basis of daily rates. Further information is provided at Part 2(A2).

- **Gateway Reviews**

Charges relating to the provision of Gateway Reviews will be based on the standard level of resources required to complete the activity.

6.2 Annual Notification of Charges

The hourly rates and block charges applicable to this SLA will be advised to Departments annually before the commencement of each financial year. Subject to confirmation of any budget or other financial changes which would affect the hourly rate charges, CPD will notify departments of charges for the following financial year by the preceding 31 January at the latest. Other charges will be agreed with the Department before the

work is commenced. Where a LOA exists then this will set out details of any specific charging arrangements.

For services charged on an hourly rate basis the estimated costs will be agreed in advance by CPD with the Department. At that stage any issues about the nature or level of charges can be fully discussed and agreed. It will be for CPD to manage its resources within the overall estimate. Where additional charges are necessary it will be for CPD to explain in advance why this is the case. The information attached to each invoice will be restricted to the charge for each project together with details of the cumulative charge to date and the estimate.

CPD's charging methodology is subject to review by DFP Internal Audit.

6.3 Invoicing Mechanism

- **Construction**

Invoices will be raised on a monthly basis to cover services provided in the previous month.

- **Supplies and Services**

For the year 2011/12 only, invoices based on block charges will be raised on a bi-annual basis or at other intervals as agreed. The block charge is based on the apportionment of total resource costs based on the Department's contract award and value averages over the previous 3 years.

Thereafter invoices will be based on hours worked and raised on a monthly basis to cover services provided in the previous month. Invoices are accompanied by a project level breakdown.

The charges for common cross-departmental services and arrangements will be subject to a separate charge.

Charges based on daily rates will be invoiced on a monthly basis.

6.4 Payment Terms

The Department agrees to pay all invoices within 30 days of receipt except where an invoice is disputed. (see para. 8.2).

6.5 Debt Escalation

Where debt remains outstanding 90 days after the date of invoice, CPD will escalate this via the Department's Customer Representative. (Prior to this, CPD will seek to resolve any issues through follow up with the purchaser and involvement of the relevant CPD project staff.) If the issue remains unresolved then the CPD director will write to the SLA signatory (Section 9).

6.6 Invoice Assurance

As a Directorate within a Central Government department CPD is bound by the same Governance and Accountability arrangements as our customers. This includes the requirement for compliance with MPM NI.

CPD has in place a comprehensive Governance and Internal Control Framework which provides customers with a much greater degree of assurance on charges than would be the case with an external supplier body driven by profit.

Charges are calculated in accordance with MPM NI and are aimed at recovering costs only with no profit element. The systems and processes used to record time charges on client work include line manager, project manager and head of branch scrutiny thus providing assurance over the accuracy of charges.

CPD uses the timesheet information to monitor fee spend against estimate as projects progress. If a project can be delivered for less than the estimated fee then the client will only be charged for the time actually spent on the project. If additional services are required then the CPD project officer will discuss this with the client and agree a revised estimate.

CPD systems and controls are subject to periodic audit by the Department of Finance and Personnel Internal Audit branch.

SECTION 7: CONFIDENTIALITY AND COPYRIGHT

7.1 Freedom of Information Act 2000

CPD is committed to open Government and to meeting its responsibilities under the Freedom of Information Act 2000 (the Act). Accordingly, all information submitted to it may need to be disclosed in response to a request under the Act. CPD may also decide to include certain information in its publication scheme which it maintains under the Act.

If the Department considers that any of the information it has provided as part of this Agreement is commercially sensitive, it will identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Department should be aware that, even where it has indicated that information is commercially sensitive, CPD may be required to disclose it under the Act if a request is received.

7.2 Copyright

CPD owns the copyright of all design and documentation that it produces in the course of providing services under this Agreement. Documentation should not therefore be copied or used without CPD prior consent (which will not be unreasonably withheld.)

7.3 Data Protection Act 1998

Both parties shall observe any obligations under the Data Protection Act 1998 that arise in connection with this Agreement.

SECTION 8: SLA REVIEW PROCEDURE & DISPUTE RESOLUTION

8.1 Frequency of Review

The SLA will be reviewed 6 months after commencement and thereafter by mutual agreement and at least once a year. The review will be conducted by the CPD Key Account Manager and Department's Customer Representative (**Annex 6**). The Customer Representative will seek the views of the bodies listed at **Annex 8** prior to this discussion.

8.2 Resolution of Disputes

In the event that a dispute arises between CPD and the Department concerning any aspect of the services rendered by CPD under this Agreement, the matter will be dealt with in accordance with the CPD Complaints and Disputes Resolution Process which can be viewed on the CPD internet site, www.dfpni.gov.uk/cpd

8.3 Lessons Learned

If procurements fail to achieve their objectives, CPD will work with the Department on any investigation or reviews and will take any necessary actions arising. Similarly, CPD will participate in any lessons learned reviews and in their implementation.

8.4 Evidence to Ministers and Assembly Committees

CPD **subject to internal approval and protocols** will attend with the Department if briefings or evidence is required by Ministers, Public Accounts Committee, the Assembly Departmental Committee or any other body to which the Department may be required to account to in respect of procurement activity.

SECTION 9: SIGNATORIES

This Agreement is made between

(i) the Department of Finance and Personnel,
Central Procurement Directorate

and,

(ii) the Department of Justice.

Signed for and on behalf of the Department

NAME: NICK PERRY (BLOCK CAPITALS)

POSITION: **PERMANENT SECRETARY**

SIGNATURE: 

DATE: 29 Sep 2011

Signed for and on behalf of the Department of Finance and Personnel,
Central Procurement Directorate.

NAME: DES ARMSTRONG (BLOCK CAPITALS)

POSITION: **DIRECTOR OF CENTRAL
PROCUREMENT DIRECTORATE**

SIGNATURE: 

DATE: 7/10/11

PART 2 : BUSINESS SPECIFIC SERVICES

A. SUPPLIES AND SERVICES

Part 2 (A1) SERVICES

Key Performance Indicators

CPD will work to achieve the following standards:-

1. Lead time between CPD receipt of final agreed specification, evaluation methodology and terms and conditions, and issue of a tender document for projects included in the Departmental Annual Procurement Plan.

	Days
up to £30K	10
£30 to £90K	10
£90K above	15 (to publication of EU Notice)

Where a project is not included in the DAPP then CPD will endeavour to meet these timescales but is unable to guarantee this.

2. For all projects included within the Departmental Annual Procurement Plans:

The period between receipt of tender (including the completion and sign off of evaluation report and Alcatel period) and proposed award of a contract should, subject to the availability of panel members, and assuming no additional clarification or presentations are required, be within 10 working days;

3. Responses to written requests for advice should be provided within 3 working days; and
4. Information for catalogue updates should be provided to Account NI in advance of contract award or variation effective date.

To assist CPD to provide the service, the Department must provide CPD with information as follows:-

(i) Detailed Departmental Annual Procurement Plans showing all planned projects valued over £30k to be provided by 31 January in advance of the beginning of the financial year. The plan should cover the needs of all bodies included within this SLA **Annex 8**. While it is accepted that unforeseen events may arise subsequently departments should ensure that the 31 January DAPP is as complete as possible. A final version should be provided to CPD by 1 March each year, and CPD alerted to any significant changes in requirements. The plans allow CPD to ensure that resource levels are aligned with the procurement needs of its customers and to develop strategic and collaborative procurement approaches thus maximising value for money savings.

(ii) All requests for suppliers' queries and clarification during the pre award of contract period to be responded to within 2 working days.

It is essential that all engagements with bidders during a procurement competition are managed by CPD – there should be no direct contact with departments.

(iii) All requests for information in relation to a supplier complaint to be responded to within 7 working days.

(iv) All written requests from CPD for general and contract specific information to be responded to within 7 working days.

Part 2 (A2) CHARGING

For 2011/12 work and advice related to the procurement of supplies and services, will be charged via a block charge. Thereafter charges will be on the basis of actual hours worked and hourly rates.

SSD will provide an estimated cost for all projects based on information provided at the project initiation stage. These costs may change as the project develops. SSD will not commence work on the project until the estimate has been approved by the nominated budget holder.

Charges for additional services, including assistance with procurements classed as major projects, will be based on the estimated time and charge out rates of staff involved. Major Projects are defined as projects valued over £3m

with a contract life in excess of 5 years, or as projects agreed by the Department and CPD to carry significant risks including:-

Impact on delivery

- High level of political interest.
- Complex or degree of change that requires a Gateway Review to be undertaken.
- A Ministerial target.
- A PfG target

All supplies and services projects classed as major projects should have an appropriate Governance management and structure in place at the start and are likely to have more senior CPD staff assigned to them.

Part 2(A3)

CPD - ROLES AND RESPONSIBILITIES OF KEY STAGES OVER CONTRACT LIFE

PROJECT INITIATION 1	PRE-TENDER 2	SELECTION CONTRACT AWARD 3 & EVALUATION	POST CONTRACT
<p>Provide general procurement advice and project overview on the procurement process including: Compliance / Quality/Assurance/ Governance/Best Practice</p> <p>Agree outline programme and resources in line with QMS.</p> <p>Agree outline project plan.</p> <p>Agree method of charging if project sits outside SLA block Charge Scope.</p> <p>If applicable specific operating Agreement.</p> <p>Advise on potential procurement strategies including procurement routes to ensure legal compliance.</p> <p>Agree use of and contract for appropriate advisors.</p> <p>Advise on the application of Gateway Review process.</p>	<p>Provide comment on the specification to advise if it:-</p> <ul style="list-style-type: none"> is clear and consistent, has addressed Environmental and Social Considerations where appropriate, encourages competitive supply, does not place unnecessary burdens on the supply base, is output driven, and complies with NICS personnel vetting procedures. <p>Produce a tender pack including: Advert/documentation/Evaluation in accordance with the Open/Restricted/Competitive Dialogue Tendering Procedure including: Agree tender documentation with client including tender selection tender evaluation criteria and weightings as appropriate.</p> <p>Publish the tender advertisement on the eSourcingNI portal and the Official Journal of the EU where appropriate. A notice will also be placed in the "New to View" box which will be published in the Belfast Telegraph on a Monday and the Irish News and News letter on a Tuesday.</p> <p>Issue tender documents electronically via eSourcingNI portal.</p> <p>Respond to any queries concerning documentation with timely and appropriate input from client.</p> <p>Contract for appropriate external advisors.</p>	<p>Ensure the procurement process is compliant and the selection of candidates and evaluation of tenders is carried out in accordance with the agreed criteria and weightings. SSD will attend and record the results of the evaluation panel's assessment. SSD will carry out a cost analysis when appropriate.</p> <p>Arrange and attend any presentations/site visits/clarification meetings. Make a note of any discussions / agreements reached and keep that note in contract records</p> <p>Handle any pre-award complaints, queries, AOs etc with timely and necessary input from Client.</p> <p>Prepare a tender evaluation report in accordance with QMS.</p> <p>When applicable, invoke the statutory Standstill period.</p> <p>Issue award/regret letters in accordance with CPD guidance note.</p> <p>Conduct any de-briefing sessions in accordance with CPD guidance note.</p> <p>Issue, receive and monitor Customer Satisfaction Survey Forms.</p> <p>Deal with any specific procurement related AOs, complaints, MLA issues in relation to pre-award activity.</p>	<p>Complete a formal handover to Contract Manager.</p> <p>On request, advise the client on any contract variations, changes in a timely manner.</p> <p>On request, advise the client on any performance issues, dispute management or termination requirements.</p> <p>Provide on a timely basis part-inputs to all clients, post award queries, correspondence, AOs and complaints.</p> <p>Update management information systems with post contract review information.</p> <p>Provide resource to investigate any problems concerning the contract which cannot be resolved by client. Client to advise on priority of this activity in the event of resource pressures.</p> <p>Review the contract with client and supplier as applicable to discuss the performance of the parties to the contract.</p>

CPD RESPONSIBILITY



Central Procurement Directorate "Helping maximise the benefits of effective procurement"
Service Level Agreement Effective 1 September 2011

Part 2 (A4)

DEPARTMENTS - ROLES AND RESPONSIBILITIES OF KEY STAGES OVER CONTRACT LIFE

PROJECT INITIATION 1	PRE-TENDER 2	SELECTION EVALUATION & CONTRACT AWARD 3	POST CONTRACT
<p>Ensure that the Department's Guidelines for the Procurement of Supplies and Services are complied with and that appropriate conflict of interest declarations are completed and kept with contract records.</p> <p>Appointment of Contract Owner.</p> <p>Ensure that the appropriate "Business Case and all other business Approval" has been obtained.</p> <p>Ensure appropriate governance arrangements are in place. In line with CoE PPM guidance.</p> <p>Ensure all funding for the contract commitments is available.</p> <p>Comply with CPD's policies; best practice guidance and advice.</p> <p>Agree contract programme and timetable.</p> <p>Comply with CPD QMS process. Complete, where appropriate, Gateway Risk Potential Appraisal in conjunction with CoE PPM.</p>	<p>Develop the specification of requirements and ensure it meets departmental personnel vetting requirements, addresses health and safety and environmental and social considerations where necessary.</p> <p>Formally agree the content of tender advertisement.</p> <p>Formally agree tender evaluation criteria and weightings with Supplies and Services Division (SSD).</p> <p>Formally agree tender documentation with SSD.</p> <p>Appoint Tenderer Selection and Contract Award Evaluation panels Chairman.</p> <p>Nominate a panel with the necessary skills and experience that will evaluate all aspects of the tenders and ensure that the panel has no conflict of interest by completing a 'Conflict of Interest' declaration. Any changes to the original panel nominees must be notified to SSD.</p> <p>Appoint appropriate external advisors (legal/commercial).</p> <p>Comply with appropriate Gateway Review requirements.</p>	<p>Confirm Panel Chair and members have no conflicts of interest with the selected candidates or bidders.</p> <p>Ensure panel members are available for the entire evaluation process.</p> <p>Agree and sign-off all selection/evaluation tender reports provided by CPD.</p> <p>Advise on all project specific clarifications within agreed time frame.</p> <p>Complete "Customer Satisfaction Form" and return to SSD Business Support Unit.</p> <p>Attend all necessary de-briefing meetings and/or provide timely written inputs for same.</p> <p>Provide timely responses to all FOI's, AQs, Complaints Ministerial queries or briefings to meet required deadlines.</p> <p>Formal handover of contract to client to manage.</p>	<p>Appoint Contract Manager.</p> <p>Ensure the contract is carried out in line with the terms and conditions and specification/requirement performance standards and is delivered to agreed time and cost.</p> <p>Ensure suppliers are paid within the terms and conditions of contract and prompt payment Policy.</p> <p>Advise and engage in a timely manner with CPD if any contract variations or changes are required.</p> <p>Lead on all contract specific queries, complaints, FOI's, AQs and general correspondence following the formal award of contract.</p> <p>Apply best practice project/programme management principle as set out in www.dipni.gov.uk/successful-delivery where appropriate.</p> <p>Manage the day to day running of the contract and investigate/resolve any problems during the life of the contract.</p> <p>Contact SSD in a timely manner identifying any problems arising with the Contractor that the Client cannot resolve.</p> <p>Seek SSD's guidance on issues of changes to specification/Terms & Conditions/Payment Profiles or the commercial conditions set out within the original contract to avoid non-compliance with Public Procurement Legislation or breach of contract.</p>

CLIENT RESPONSIBILITY



Central Procurement Directorate "Helping maximise the benefits of effective procurement" Service Level Agreement Effective 1 September 2011

PART 2 (B): BUSINESS SPECIFIC SERVICES

B. CONSTRUCTION

Part 2 (B1) SERVICES

Construction Division provides a centralised construction procurement service for capital and grant funded projects and programmes. Typically projects can take the form of new buildings, extensions, major refurbishments and infrastructure projects.

Construction Division is made up of branches specialising in:

- Client Advisory services;
- Project Management;
- Architecture;
- Civil Engineering;
- Structural Engineering;
- Quantity Surveying;
- Mechanical and Electrical Engineering; and
- Geotechnical Engineering and Ground Investigation

PART 2 (B2) CHARGING

Hourly Rate / Time Charges

Charges are based on the number of hours worked per staff member on specific jobs and the applicable hourly rate.

Hourly rate charges are determined on an annual basis and customers are advised of the applicable rate in advance of the start of each financial year.

All construction charges are calculated in accordance with Managing Public Money NI.

PART 2 (B3) CPD ROLES AND RESPONSIBILITIES

The services provided by Construction Division are typically provided by integrated project teams and include:

- Assistance with brief development;
- Feasibility studies and general construction related advice;
- Support in the preparation of business cases/economic appraisal;
- Client advisory and project management services;
- Selection, appointment and management of supply chains including consultants and contractors (this includes participation in departmental tender evaluation panels;
- Value Engineering;
- Risk Management;
- Contract Administration (includes certification of contractor payments); and
- Cost Management

Projects are taken forward in accordance with the Policy Framework for Construction Procurement as set out in Procurement Guidance Note 06/10: *'Procurement of Construction Works and Services'*

<http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-policy-and-legislation/content - cpd - policy - procurement guidance notes/pgn-06-10.htm>

PART 2 (B4) DEPARTMENTAL ROLES AND RESPONSIBILITIES

1. The Department agrees to apply best practice procurement policy and procedures including those embodied in CPD's Procurement Guidance Notes (see <http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-policy-and-legislation/content - cpd - policy - procurement guidance notes.htm>)

Procurement Guidance Note 06/10 sets out key aspects of Northern Ireland Public Procurement Policy that are of particular significance to the procurement of construction works and services. This guidance note encompasses the Policy Framework for Construction Procurement which includes:

- Northern Ireland Guide to Expenditure Appraisal and Evaluation
 - Procurement through a Centre of Expertise
 - Gateway Review Process
 - Achieving Excellence in Construction
 - Sustainable Procurement in Construction
 - Policy on Architecture and the Built Environment
2. The Department is responsible for ensuring that best practice procurement policy and procedures (as set out at 1. above) are consistently applied throughout the Department its Agencies, NDPBs and Arms Length Bodies where applicable within grant funded projects (see Procurement Guidance Note 01/07: 'The Use of Grant in Procurement' for more details <http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-policy-and-legislation/content - cpd - policy - procurement guidance notes/content - cpd procurement guidance notes pgn 01 - 07.htm>)
 3. The Department is responsible for ensuring that client side roles and responsibilities are fulfilled. These include those of Project Sponsor, Senior Responsible Owner and Investment Decision Maker.
 4. The Department is responsible for ensuring that adequate funding is in place before the procurement process is commenced.
 5. The Department is responsible for determining the level of security clearance required by consultants and contractors and for ensuring that only those personnel that have the appropriate clearance are allowed to participate in contracts.

ANNEX 1 - APPLICATION OF THE 12 GUIDING PRINCIPLES OF NI PUBLIC PROCUREMENT

Accountability – effective mechanisms must be in place to enable the Accounting Officer to discharge his/her responsibilities on issues of procurement risk and expenditure.

Competitive Supply – procurement must be via competition unless there are convincing reasons to the contrary.

Consistency – suppliers can expect that NI Public Procurement Policy will be consistently applied by Centres of Procurement Expertise.

Effectiveness – procurement activity will meet the commercial, regulatory and socioeconomic goals of Government in a balanced manner appropriate to the requirement.

Efficiency – all procurement processes will be carried out as cost effectively as possible.

Fair Dealing – suppliers will be treated fairly including protecting commercial confidentiality where required. Unnecessary burdens or constraints will not be placed on suppliers or potential suppliers.

Integrity – there must be no corruption or collusion with suppliers or others.

Informed Decision-Making – decisions must be based on accurate information and requirements monitored to ensure that they are met.

Legality – procurement activity must conform to EU and other legal requirements.

Integration – policies will pay due regard to Government's other economic and social policies rather than cut across them.

Responsiveness – procurement activity will endeavour to meet the aspirations, expectations and needs of the community served by the procurement.

Transparency – as far as possible there must be openness and clarity in policy and its delivery.

ANNEX 2

CENTRES OF PROCUREMENT EXPERTISE

- Central Procurement Directorate: Supplies and Services/Construction.
- Business Services Organisation: Procurement and Logistics Service
- Education & Library Boards
- Roads Service
- NI Water
- Northern Ireland Housing Executive
- Translink
- Health Estates Investment Group

ANNEX 3

MEMBERSHIP OF THE PROCUREMENT BOARD

The Procurement Board is chaired by the Minister of Finance and Personnel.

Membership of the Board is as follows:

- Permanent Secretaries of the 12 NICS Departments
- Treasury Officer of Accounts
- Director of the Central Procurement Directorate
- External Representatives (2)
- Strategic Investment Board Representative (Observer)

At its meeting on 12 November 2009 the Board decided that attendance at future meetings would be:

- Minister of Finance and Personnel – chair
- Permanent Secretaries – DFP, DE, DHSSPS, DRD and DSD;
- External Members and
- Director of CPD.

All other existing members of the Board and observers will continue to receive all Board papers and correspondence.

ANNEX 4 - CPD'S ROLES AND RESPONSIBILITIES IN ACCORDANCE WITH NORTHERN IRELAND PUBLIC PROCUREMENT POLICY

1. Formulation and review of NI Public Procurement Policy, in consultation with major stakeholders in the Centres of Procurement Expertise (CoPEs), for the endorsement by the Procurement Board and as appropriate, by the Executive.
2. Disseminating agreed policies to the public sector and monitoring implementation.
3. Developing management information on procurement expenditure.
4. Collating and monitoring information on procurement performance across the public sector.
5. Advising public sector procurers on the appropriate body to deal with high-value, strategically important procurements, whether this be CPD, an appropriate CoPE or others.
6. Providing procurement services, under Service Level Agreements, to Departments, Agencies and NDPBs which request them.
7. Developing the existing process for strategic management of key suppliers and in particular developing a "lead buyer" framework/network in collaboration with the Procurement Practitioners Group.
8. Seeking out and promoting best practice in procurement from within the Procurement Practitioner Group or from the wider public sector, including promotion of necessary investment and taking account of particular constraints (for example, funding).
9. Establishing and maintaining appropriate relationships with similar procurement organisations in England, Scotland, Wales and the Republic of Ireland, as well as CoPEs and the private sector.
10. Supporting and encouraging Northern Ireland Departments, their Agencies and NDPBs to respond to the challenges and deliver the benefits of modern procurement.
11. Promoting appropriate research on public sector procurement issues, and accessing methods of organisational learning and professional training for the benefit of wider Northern Ireland public sector procurement performance.

ANNEX 5

ROLES AND RESPONSIBILITIES OF THE CPD ACCOUNT MANAGEMENT TEAM

KEY ACCOUNT MANAGER (KAM) (See Annex 6 for contact details)

1. Meet the Departmental Customer Representative at least twice a year (March/September – to include all linked SLAs. (See point 3).
2. Update and amend SLAs as agreed and support any other agreed actions.
3. Ensure all bodies linked to the Department that are within policy are either included within the departmental SLA or have a separate SLA.
4. Agree with other divisions within CPD in advance of SLA meeting management information requirements along with details of any major project.
5. CPD will provide the following information at each KAM meeting with Customer Representative:-
 - list of current projects;
 - current issues/problems;
 - other interventions – including, training;
 - updates on policy;
 - performance indicators; and
 - details of outstanding invoices or debt.
6. Assist the Department, as required, in the review of procurement needs in relation to the delivery of their Programme for Government (PfG) and related Sustainable Development commitments.
7. Assist as required, the Department's production of Departmental Annual Procurement Plans.
8. KAMs will complete a report on each meeting and copy to the Customer Representative within 10 working days.

DIVISIONAL ACCOUNT MANAGERS (DAM)
(See Annex 6 for contact details)

1. Manage the provision of the services under the SLA.
2. Where required agree Local Operating Agreement (LOA) with individual business areas.
3. Ensure that all relevant CPD operational staff are aware of request formats, specific client coding requirements and references.
4. Co-ordinate responses to queries relating to their Divisional area of responsibility.
5. Facilitate regular operational meetings with Business Area contacts to review service delivery and review LOAs (if established)
6. Co-operate with KAM in the resolution of any disputes.

ANNEX 6

CPD ACCOUNT MANAGEMENT TEAM

CPD KEY ACCOUNT AND DIVISIONAL ACCOUNT MANAGERS		
Key Account Manager	Name:	Tom Gilgunn
	Grade:	6
	Address:	CLARE HOUSE, 303 AIRPORT ROAD WEST, BELFAST BT3 9ED
	Telephone:	INT 76217 OR EXT 028 90 816217
Divisional Account Manager Construction Division	Name:	Stanley Simpson
	Grade:	6
	Address:	CLARE HOUSE, 303 AIRPORT ROAD WEST, BELFAST BT3 9ED
	Telephone:	INT 76213 OR EXT 028 90 816213
Divisional Account Manager Supplies and Services Division	Name:	Tom Gilgunn
	Grade:	6
	Address:	CLARE HOUSE, 303 AIRPORT ROAD WEST, BELFAST BT3 9ED
	Telephone:	INT 76217 OR EXT 028 90 816217

ANNEX 6

DEPARTMENT BUSINESS AREA CUSTOMER REPRESENTATIVE CONTACTS

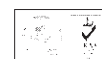
DEPARTMENT BUSINESS AREA	DEPARTMENT CUSTOMER REPRESENTATIVES	
	Name:	Anthony Harbinson
	Grade:	Grade 3
	Address:	Director Of Resources Block B5.9, Castle Buildings Stormont Estate Belfast BT4
	Telephone:	INT 22915 OR EXT 02890 90522915
	Name:	Karen Pearson
	Grade:	Grade 5
	Address:	POSD Hillview Buildings Stormont Estate Belfast BT4 3TT
	Telephone:	INT 28503 OR EXT 02890 528503
	Name:	
	Grade:	
	Address:	POSD Hillview Buildings Stormont Estate Belfast BT4 3TT
	Telephone:	
	Name:	
	Grade:	
	Address:	
	Telephone:	



ANNEX 6

FINANCE CONTACTS

CPD	DEPARTMENT
<p>Central Procurement Directorate Clare House 303 Airport Road West Belfast BT3 9ED</p> <p>Tel:</p> <p>Email:</p>	<p>Glyn Capper</p> <p>Deputy Director – Financial Services Division Lagan House 3 Victoria Street Belfast BT1 3GA</p> <p>Tel: 44000 (Internal) 9054 4000 (External)</p> <p>Email: Glyn.capper@dojni.x.gsi.gov.uk</p>



ANNEX 7 ROLES AND RESPONSIBILITIES OF THE DEPARTMENT CUSTOMER REPRESENTATIVE

- Act as a lead contact on matters pertaining to NI Public Procurement Policy.
- Meet bi-annually with the CPD Key Account Manager.
- Liaise with the KAM as required between the bi-annual meetings to facilitate the smooth operation of services provided under the SLA, including resolutions of priorities during period of peak load demands.
- Co-ordinate the provision of a detailed Departmental Annual Procurement Plan by 31 January (final version by 1 March).
- Exercise the Department's responsibilities within the SLA
- Resolve or escalate disputes in accordance with the procedure set out at para. 8.2.
- Monitor CPD performance against Key Commitments and KPIs and seek corrective action where appropriate.
- Monitor the Department's performance against Key Commitments and KPIs and seek corrective action where appropriate.
- Review procurement needs with the KAM in relation to the delivery of PfG and sustainable development commitment.
- Update and amend the SLA as required.
- Provide a bi-annual report on all Single Tender Actions.
- Provide access to the Department's General Ledger and Accounts to allow strategic spend analysis to be undertaken as and when required.

ANNEX 8

SUMMARY OF BODIES INCLUDED IN THIS SERVICE LEVEL AGREEMENT

Please confirm below which bodies will be included within this SLA and confirm which Centre of Procurement Expertise will be managing the procurement on behalf of those bodies which are not included.

Bodies included within SLA

(i) Core business areas of the Department

Access to Justice	NI Prison Service
Safer Communities	Forensic Science NI
Justice Delivery	Compensation Agency
Youth Justice Agency	NI Courts & Tribunals Service

(ii) Arm's Length Bodies

RUC GC Widow's Association	Police Rehabilitation and Retraining Trust
Northern Ireland Police Fund	RUC GC Foundation
Northern Ireland Policing Board	Police Service of Northern Ireland
Office of the Police Ombudsman for Northern Ireland	Independent Assessor of Police Recruitment Vetting
Parole Commissioners for NI	Prison Service Trust
Northern Ireland Prison Service Sports Association	Northern Ireland Legal Services Commission
Northern Ireland Judicial Appointments Ombudsman	Independent Monitoring Boards
Prisoner Ombudsman for Northern Ireland	Northern Ireland Law Commission
Criminal Justice Inspection Northern Ireland	Probation Board for Northern Ireland

**Criminal Injury Compensation
Appeal Panel Northern Ireland**

State Pathology

Bodies NOT included within SLA

Please provide details of the COPE
used in each instance



ANNEX 9

AMENDMENTS TO THE SERVICE LEVEL AGREEMENT

Pg / Para	DATE	DETAILS OF AMENDMENT (Reference Number/ Page Number)	SIGNATORIES	
			DEPARTMENT	CENTRAL PROCUREMENT DIRECTORATE
1.5	28 Sept 2011	On 28 Sept 2011 Nick Perry wrote to CPD advising that "DOJ wish responsibility for low value procurements to continue to be handled in-house".	N P Perry DOJ Permanent Secretary	D Armstrong CPD Director

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APPENDIX 'A'

OPERATIONAL AGREEMENT

**AS AN ADDENDUM TO THE NORTHERN IRELAND
OFFICE
SERVICE LEVEL AGREEMENT WITH**

**DEPARTMENT OF FINANCE & PERSONNEL
CENTRAL PROCUREMENT DIRECTORATE**

**COVERING PROCUREMENT REQUIREMENTS OF
THE**

POLICE SERVICE OF NORTHERN IRELAND

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This operational agreement is an addendum to the Service Level Agreement between Northern Ireland Office and Central Procurement Directorate (CPD) of Department of Finance and Personnel covers the specific procurement requirements of the Police Service.

Whereas:

CPD will provide the Police Service with procurement service for all goods and services over £30k.

1. DETAILED RESPONSIBILITY OF THE PARTIES

(1) Responsibility of CPD

- (a) Undertake quotation and/or tender action on all requirements at or above £30k submitted by the Police Service and agree Contract Terms and Conditions with Suppliers.
- (b) Evaluate tender submissions in conjunction with the Police Service.
- (c) Debrief tenderers following contract awards.
- (d) Compliance with CPD Procurement Procedures and ISO Quality Assurance process and the Police Service Procurement Operating Procedures, where they do not conflict.
- (e) Monitor and report supplier performance against Contract Terms and Conditions, in association with the Police Service.
- (f) Maintenance of up-to-date information on contract matrices.
- (g) Provide professional procurement advice and guidance to the Police Service on procurement issues.
- (h) Establish and maintain benchmarking of the Police Service procurement prices and costs.
- (i) Ensure that adequate staffing and procurement specialists are employed to provide the purchasing services required by the Police Service.

(2) The Police Service

- (a) Comply with Northern Ireland Public Procurement Policies as established by CPD and approved by the Procurement Board.
- (b) Compliance with CPD Procurement Procedures and accredited ISO Quality Assurance Process.
- (c) Provide annual spending plans for all goods and services, updated quarterly.
- (d) Provide, on request, historical spend analysis of all goods, services and works to assist CPD in the development of future procurement strategies.
- (e) Identify within spending plan opportunities to integrate sustainability into the contract.
- (f) Identify and prioritise sourcing requirements for all goods, works and services, including consultancy.
- (g) Provide technical specification of requirements.
- (h) Advise price and cost parameters.
- (i) Advise delivery schedule requirements.

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- (j) Provide quality requirements.
- (k) Advise of any special contract arrangements.
- (l) Appointment of Evaluation Panel members and ensure no conflict of interest throughout process.
- (m) Agree award of contract criteria for purposes of evaluation.
- (n) Arrange for evaluation of samples and prepare reports arising.
- (o) Final agreement and ratification of Contract Terms and Conditions following each supplier selection competition.
- (p) Provide support, if required, for debriefing of unsuccessful tenders.

2. PROCUREMENT POLICY**(1) Objective**

- (a) To ensure that all Police Service procurement is carried out:
 - (i) In compliance with Public Contracts Regulations (2006).
In particular:
 - (ii) In compliance with Northern Ireland Central Government Public Procurement Policy.
 - (aa) Open and transparency of award procedures.
 - (bb) Genuine competition in the award of contracts.
 - (cc) No unlawful discrimination on the ground, of nationality.
 - (dd) Address sustainable procurement objectives as set out within Equality of Opportunity and Sustainable Development in Public Procurement.
 - (ee) Achieve best value for money as defined within the Northern Ireland Public Procurement Policy.

(2) Guiding Principles

- (a) Transparency;
- (b) Competitive supply;
- (c) Consistency;
- (d) Effectiveness;
- (e) Efficiency;
- (f) Fair Dealing;
- (g) Integrity;
- (h) Informed decision making;
- (i) Legality;

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- (j) Integration;
- (k) Responsiveness;
- (l) Accountability.

(3) Tendering Process

- (a) Up to £1.5k - for all requirements not covered through centrally negotiated contracts purchasing decisions can be made locally on a non evidence value for money basis without obtaining quotations.
- (b) £1.5k to £5k - for all requirements not covered through centrally negotiated contracts purchasing decisions can be made locally on a documented value for money basis. A price check with at least 2 suppliers should be made. Price checks through the internet may be considered.
- (c) Goods & Non-Works Services £5k to £30k - written quotation, a minimum of 2 selected tenders, overseen and authorised by the budget holder supported by their Business Service function or a tender process undertaken by CPD. All contracts with a value greater than £5k should be awarded on CPD's Terms and Conditions.
- (d) Works £5k - £30k - Contractors must be registered on Constructionline. First six contractors from a randomly selected list generated by Constructionline are invited to tender. Subject to possible future change on basis of consideration by the Police Service and CPD within the context of the outsourced Property Management and Technical Services contracts.

For all requirements greater than £30,000 the Police Service department must contact CPD, who will undertake all tender exercises on behalf of the Police Service.

- (e) £30k to £113,057 - Full tender action advertised on e-Sourcing NI.
 - (f) £113,058 and over for all supplies and services except for works which is £4,348,350 - EU Directives apply. Advertised on e-Sourcing NI and in the Official Journal of European Union (OJEU).
- (4) CPD will endeavour to make available to the Police Service any other contracts for goods, works and services, which have been established for any other part of the Northern Ireland public sector by CPD or through collaboration with another Centre of Procurement Expertise (CoPE).
 - (5) CPD will undertake all tender and quotation exercises on behalf of the Police Service for requirements at or above £30k.
 - (6) All tenderers wishing to undertake quotations or tenders with CPD must be pre-registered on the eSourcing NI portal. It is the vendors responsibility to ensure the information held on this system is valid and up-to-date. Failure to maintain this information could result in a vendor being excluded from a competition.
 - (7) Where goods and services are available on frameworks and call-off arrangements in which the Police Service have been named, then the Police Service must use these arrangements if the good/services are deemed fit for purpose.

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3. INTERFACE WITH THE POLICE SERVICE BRANCHES

- (1) The Departments, Regions, Districts and Branches to whom the CPD will provide procurement services will include:
 - (a) Logistic Services;
 - (b) Transport;
 - (c) Estates;
 - (d) Finance;
 - (e) Human Resources;
 - (f) Training & Development;
 - (g) Corporate Communications;
 - (h) ICS;
 - (i) Legal Services;
 - (j) Operational Support;
 - (k) Criminal Justice;
 - (l) Crime Operations.
- (2) It is recognised that the Police Service has an in-house Estate Management Branch that acts as an informed client configuring policy, strategy and outsourcing arrangements across their specialist estate. They fulfil the Project Sponsor/Project Manager role for capital programmes. The Branch also fulfils the programme management and co-ordination roles with project management and professional services provided through outsourcing to the private sector or by engaging CPD. The present autonomy will remain for the Branch to configure policy, strategy and outsourcing arrangements which adheres to the broad policy parameters supported by Government with the arrangement of contracts/frameworks by CPD Construction and Advisory Division. The option of accessing CPD Works Procurement, as necessary and by request, will be available to the Police Service to provide Project Management and Advice.

4. PERFORMANCE REVIEWS

- (1) CPD will hold regular reviews with the key branches of the Police Service as in 3(1) above. The recommendation is that these should be held at least quarterly. However, it is recognised that some will not need to meet as regularly.
- (2)
 - (a) The review will cover performance related to this operational agreement:
 - (i) Contracts – live, subject to tender, under consideration;
 - (ii) Requisitions – pending, placed, on schedule, late;
 - (iii) Supplier evaluation and development;
 - (iv) Forward planning based on future requirements.
 - (b) Joint proforma reports covering the issues above will be prepared jointly by the Police Service Branch and CPD ahead of each review.
 - (c) CPD will schedule, as required, meetings and record actions and progress.

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- (3) The Police Service Branch Heads should be proactive in identifying and requesting information from CPD.

5. KEY PERFORMANCE INDICATORS (KPIs)

Performance will be measured based on progress on the following KPIs:

(1) **The Police Service:**

- (a) Provision of accurate and up-to-date spending plans provide annually with quarterly updates;
- (b) Provision of historical spend analysis.

(2) **CPD:**

- (a) Provision of contracts that provide best value for money;
- (b) Provision of key management information including:
 - (i) Contract awards;
 - (ii) Contract initiations;
 - (iii) Cash releasing savings;
 - (iv) Input resources;
 - (v) Freedom of Information requests;
 - (vi) Complaints.

6. COSTS OF SERVICES

The costs of services will be based on the agreed Department of Justice (DOJ)/CPD Business Development proposal to be allocated by DOJ.

7. ADMINISTRATION OF THE OPERATIONAL AGREEMENT

- (1) (a) The Police Service and CPD will each nominate a person through whom they will conduct all communications concerning the agreement.
- (b) The Police Service nominee is Campbell Browne, Head of Procurement & Logistic Services, the Police Service.
- (c) CPD nominee is Tom Gilgunn, Head of ICT & Strategic Procurement, CPD.
- (d) They will be responsible for managing the operational agreement, including dealing with any complaints and feedback from the Police Service Branches and/or CPD staff.
- (2) (a) The respective nominees will meet quarterly to review progress against the performance reviews referred to herein.
- (b) They will also consider any proposed amendments to this operational agreement which will in turn be fed into the strategic review meetings.

8. INDEPENDENT QUALITY ASSURANCE

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As a Centre of Procurement Expertise, CPD will be independently reviewed every three years to maintain their CoPE status. The recommendation will be reported to the Procurement Board.

9. STRATEGIC REVIEWS

- (1) There will be a strategic review held twice a year. These will be chaired by Director of Finance and Support Services, the Police Service and Divisional Director, CPD.
- (2) The purpose of the review will be to:
 - (a) Discuss the service delivery in previous six (6) months;
 - (b) Discuss the Police Service procurement plans;
 - (c) Update on developing procurement policy within CPD.

10. DURATION OF AGREEMENT

In accordance with the conditions contained within DOJ/CPD LOA.

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AMENDMENT TO OPERATIONAL AGREEMENT

This operational agreement may be amended at any time with consent of both parties.

Signed for and on behalf of Police Service of Northern Ireland.

NAME: _____
POSITION: HEAD OF PROCUREMENT & LOGISTIC SERVICES
DATE: _____

Signed for and on behalf of Department of Finance & Personnel, Central Procurement Directorate.

NAME: _____
POSITION: KEY ACCOUNT MANAGER
DATE: _____

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Appendix 4

The Public Contracts Regulations 2006

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APPENDIX A1

The National Archives

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The Public Contracts Regulations 2006

2006 No. 5 PART 1 Regulation 8

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Status: This is the original version (as it was originally made). UK Statutory Instruments are not carried in their revised form on this site.

Thresholds

8. (1) These Regulations do not apply to the seeking of offers in relation to a proposed public contract, framework agreement or dynamic purchasing system where the estimated value of the contract, framework agreement or dynamic purchasing system (net of value added tax) at the relevant time is less than the relevant threshold.
- (2) For the purposes of paragraph (1) the relevant threshold is 5,278,000 euro in the case of a public works contract and a public works contract subsidised as referred to in regulation 34.
- (3) Subject to paragraph (4), the relevant threshold for the purposes of paragraph (1) in the case of a Part A services contract is—
- 137,000 euro where offers are sought by Schedule 1 entities; and
 - 211,000 euro where offers are sought by any other contracting authority.
- (4) For the purposes of paragraph (1) the relevant threshold is 211,000 euro in the case of a public services contract which is—
- subsidised as referred to in regulation 34;
 - for telecommunications services specified under CPV references 64200000-8 to 64228200-2, 72318000-7, and 72530000-9 to 72532000-3 within category 5 of Part A of Schedule 3;
 - for research and development services specified in category 8 of Part A of Schedule 3; or
 - a Part B services contract to which regulation 34 does not apply.
- (5) For the purposes of paragraph (1) the relevant threshold in the case of a public supply contract is—
- 137,000 euro where offers are sought by—
 - Schedule 1 entities; and
 - the Secretary of State for Defence, but only in relation to a contract for the purchase or hire of goods specified in Schedule 5; and
 - 211,000 euro in relation to all other contracts.
- (6) The value in pounds sterling of any amount expressed in these Regulations in euro shall be calculated by reference to the rate for the time being applying for the purposes of the Public Sector Directive as published from time to time in the Official Journal.
- (7) For the purposes of paragraph (1) the estimated value of a public contract shall be the value of the total consideration payable, net of value added tax (calculated in accordance with this regulation), which the contracting authority expects to be payable under the contract.
- (8) In determining the value of the total consideration which the contracting authority expects to be payable under a public contract it shall, where appropriate, take account of—
- any form of option;
 - any renewal of the contract;
 - any prize or payment awarded by the contracting authority to the economic operator;
 - the premium payable and other forms of remuneration for insurance services;
 - fees, commission, interest or other forms of remuneration payable for banking and other financial services; and
 - fees, commission or other forms of remuneration payable for design services.
- (9) For the purposes of paragraph (1) the estimated value of a public supply contract for the hire of goods is—
- the value of the consideration which the contracting authority expects to be payable under the contract if the term of the contract is fixed for 12 months or less;
 - the value of the consideration which the contracting authority expects to be payable under the contract if the term of the contract is fixed for more than 12 months; or
 - the value of the monthly consideration payable under the contract multiplied by 48 if the term of the contract is indefinite or uncertain at the time the contract is entered into.
- (10) For the purposes of paragraph (1) the estimated value of a public services contract which does not include a total price is—
- the aggregate of the value of the consideration which the contracting authority expects to be payable under the contract if the term of the contract is fixed for 48 months or less; or
 - the value of the consideration which the contracting authority expects to be payable in respect of each month of the period multiplied by 48 if the term of the contract is fixed for more than 48 months or over an indefinite period.
- (11) Subject to paragraphs (12) and (13), where a contracting authority has a single requirement for goods or services or for the carrying out of a work or works and a number of contracts have been entered into or are to be entered into to fulfil that requirement, the estimated value for the purposes of paragraph (1) of each of those contracts is the aggregate of the value of the consideration on which the contracting authority expects to be payable under each of those contracts.
- (12) Paragraph (11) does not apply to any contract (unless the contracting authority chooses to apply that paragraph to a contract) if the contract has an estimated value of less than—
- 50,000 euro for a public services contract or a public supply contract, or

The Public Contracts Regulations 2006

(b) 1,000,000 euro for a public works contract;

and the aggregate value of that contract and any other such contract is less than 20% of the aggregate value of the consideration which the contracting authority has given or expects to be payable under all the contracts entered into or to be entered into to fulfil the single requirement for goods, services or for the carrying out of work or works.

(13) Subject to paragraph (15), where a contracting authority has a requirement over a period for goods or services and for that purpose enters into—

- (a) a series of contracts; or
- (b) a contract which under its terms is renewable;

the estimated value for the purposes of paragraph (1) of the contract shall be the amount calculated under paragraph (14)

(14) The contracting authority shall calculate the amount referred to in paragraph (13) either—

- (a) by taking the aggregate of the value of the consideration payable under the contracts which—
 - (i) have similar characteristics; and
 - (ii) are for the same type of goods or services;

during the last financial year of the contracting authority ending before, or the period of 12 months ending immediately before, the relevant time, and by adjusting that amount to take account of any expected changes in quantity and cost of the goods to be purchased or hired or services to be provided in the period of 12 months commencing with the relevant time; or

- (b) by estimating the aggregate of the value of the consideration which the contracting authority expects to be payable under contracts which have similar characteristics, and which are for the same type of goods or services during—
 - (i) in the case of public supply contracts, the period of 12 months from the first date of the delivery of the goods to be purchased or hired, or in the case of public services contracts, from the first date on which the services will be performed; or
 - (ii) the financial year if that is longer than 12 months.

(15) Notwithstanding paragraphs (11) and (13), in relation to a public supply contract or a public services contract, when the goods or services are required for the sole purposes of a discrete operational unit within the organisation of a contracting authority and—

- (a) the decision whether to procure those goods or services has been devolved to such a unit; and
- (b) that decision is taken independently of any other part of the contracting authority;

the valuation methods described in paragraphs (11) and (14) shall be adapted by aggregating only the value of the consideration which was payable or the contracting authority expects to be payable, as the case may be, under a public supply contract or a public services contract which was or is required for the sole purpose of that unit.

(16) Where a contracting authority intends to provide any goods to the economic operator awarded a public works contract for the purpose of carrying out that contract, the value of the consideration of the public works contract for the purposes of paragraphs (7) and (11) shall be taken to include the estimated value at the relevant time of those goods.

(17) The relevant threshold for the purposes of paragraph (1) for a framework agreement or a dynamic purchasing system is the threshold for—

- (a) a public works contract, where the framework agreement or dynamic purchasing system relates to the carrying out of work or works;
- (b) a public services contract, where the framework agreement or dynamic purchasing system relates to the provision of services, or
- (c) a public supply contract, where the framework agreement or dynamic purchasing system relates to the purchase or hire of goods.

(18) The estimated value of a framework agreement or dynamic purchasing system is the aggregate of the values estimated in accordance with this regulation of all the contracts which could be entered into under the framework agreement or dynamic purchasing system.

(19) A contracting authority shall not enter into separate contracts nor exercise a choice under a valuation method with the intention of avoiding the application of these Regulations to those contracts.

(20) The relevant time for the purposes of paragraphs (1), (14) and (15) means the date on which a contract notice would be sent to the Official Journal if the requirement to send such a notice applied to that contract in accordance with these Regulations.

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The Public Services Contracts Regulations 1993

- 7.—(1) These Regulations shall not apply to the seeking of offers in relation to a proposed public services contract where the estimated value of the contract (net of value added tax) at the relevant time is less than 200,000 ECU.
- (2) Subject to paragraphs (3) to (11) below, the estimated value for the purposes of paragraph (1) above of a public services contract shall be the value of the consideration which the contracting authority expects to give under the contract.
- (3) In determining the value of the consideration which the contracting authority expects to give under a public services contract it shall, where appropriate, take account of—
- the premium payable for insurance services,
 - the fees, commissions or other remuneration payable for banking and financial services, and
 - the fees or commissions payable for design services.
- (4) Subject to paragraphs (5) and (8) below, where a contracting authority has a single requirement for services and a number of public services contracts have been entered or are to be entered into to fulfil that requirement the estimated value for the purposes of paragraph (1) above of each public services contract shall be the aggregate of the value of the consideration which the contracting authority expects to give under each of those contracts.
- (5) Paragraph (4) above shall not apply to any public services contract (unless the contracting authority chooses to apply that paragraph to that contract) if that contract has an estimated value (calculated in accordance with paragraph (2) above) of less than 80,000 ECU and the aggregate value of that contract and of any other contract in respect of which the contracting authority takes advantage of the disapplication of paragraph (4) above by virtue of this paragraph is less than 20 per cent of the aggregate of the value of the consideration which the contracting authority has given or expects to give under all the contracts entered or to be entered into to fulfil the requirement.
- (6) Subject to paragraph (8) below, where a contracting authority has a requirement over a period for services of the type to be provided under the public services contract and for that purpose enters into—
- a series of contracts, or
 - a contract which under its terms is renewable,
- the estimated value of the contract for the purposes of paragraph (1) above shall be the amount calculated under paragraph (7) below.
- (7) The contracting authority shall calculate the amount referred to in paragraph (6) above either—
- by taking the aggregate of the value of the consideration given by the contracting authority under public services contracts which have similar characteristics and which were for the provision of services of the type to be provided under the contract, during its last financial year ending before, or during the period of 12 months ending immediately before, the relevant time and by adjusting that amount to take account of any expected changes in the quantity and cost of the services in the period of 12 months commencing with the relevant time, or
 - by estimating the aggregate of the value of the consideration which the contracting authority expects to give under such contracts which have similar characteristics and which are for the provision of services of the type to be provided under the contract during the period of 12 months from the first date on which the services will be performed or, where the contract is for a definite term of more than 12 months, during the term of the contract.
- (8) Notwithstanding paragraphs (4) and (6) above, when the services to be provided under the contract are required for the sole purposes of a discrete operational unit within the organisation of the contracting authority and—
- the decision whether to enter the contract has been devolved to such a unit, and
 - that decision is taken independently of any other part of the contracting authority,
- the valuation methods described in paragraphs (4) and (7) above shall be adapted by aggregating only the value of the consideration which the contracting authority has given or expects to give, as the case may be, under contracts for the provision of services which were or are required for the sole purposes of that unit.
- (9) The estimated value for the purposes of paragraph (1) above of a public services contract under which services are to be provided over a period exceeding 4 years or over an indefinite period shall be the value of the consideration which the contracting authority expects to give in respect of each month of the period multiplied by 48.
- (10) Where a public services contract includes one or more options the estimated value of the contract for the purposes of paragraph (1) above shall be determined by calculating the highest possible consideration which could be given under the contract.
- (11) A contracting authority shall not enter into separate public services contracts nor select nor exercise a choice under a valuation method in accordance with paragraph (7) above with the intention of avoiding the application of these Regulations to those contracts.
- (12) The relevant time for the purposes of paragraphs (1) and (7)(a) above means the date on which a contract notice would be sent to the Official Journal if the requirement to send such a notice applied to that contract in accordance with these Regulations.

PART II TECHNICAL SPECIFICATIONS

Technical specifications in contract documents

- 8.—(1) In this regulation—
- "common technical specification" means a technical specification drawn up in accordance with a procedure recognised by the member States with a view to uniform application in all member States and which has been published in the Official Journal;
- "essential requirements" means requirements relating to safety, health and certain other aspects in the general interest which the services must meet;
- "European specification" means a common technical specification, a British standard implementing a European standard or a European technical approval;
- "European standard" means a standard approved by the European Committee for Standardisation ("CEN") or by the European Committee for Electrotechnical Standardisation ("CENELEC") as a "European Standard" ("EN") or a "Harmonisation Document" ("HD") according to the Common Rules of those organisations, or by the European Telecommunications Standards Institute ("ETSI") as a "European Telecommunications Standard" ("ETSI") as a "European Telecommunications Standard" ("ETSI");
- "European technical approval" means an approval of the fitness for use of a product, issued by an approval body designated for the purpose by a member State, following a technical assessment of whether the product fulfils the essential requirements for building works, having regard to the inherent characteristics of the product and the defined conditions of application and use;
- "standard" means a technical specification approved by a recognised standardising body for repeated and continuous application, compliance with which is in principle not compulsory;
- "technical specifications" means the technical requirements defining the characteristics required of the work or works and of the materials and goods used in or for it or them (such as quality, performance, safety or dimensions) so that the works, work, materials and goods are described objectively in a manner which will ensure that they fulfil the use for which they are intended by the contracting authority. In relation to materials and goods, "technical specifications" include requirements in respect of quality assurance, terminology, symbols, tests and testing methods, packaging, marking and labelling. In relation to a work or works, they include requirements relating to design and costing, the testing, inspection and acceptance of a work or works, and the methods or techniques of construction.
- (2) If a contracting authority wishes to lay down technical specifications which the services to be provided under a public services contract and which the materials and goods used in or for it must meet it shall specify all such technical specifications in the contract documents.
- (3) Subject to paragraph (4) below, the technical specifications in the contract documents relating to a public services contract shall be defined by reference to any European

Appendix 5

APPENDIX A2

EENEY Richard (Procurement Unit)

From:
Sent: 16 March 2009 08:50
To:
Subject: : FW: 2.RESTRICTED:: Establishment & Pay Costs - Historical Enquiry Team

Importance: High

Follow Up Flag: Follow up
Flag Status: Red

From:
Sent: 13 March 2009 07:57
To:
Cc:
Subject: 2.RESTRICTED:: Establishment & Pay Costs - Historical Enquiry Team
Importance: High

Please see below.

If Grafton cannot be used as master vendor for the sourcing of staff for HET, this will have a major impact on the current plans for operating HET post 1st April. Could we please meet urgently to discuss?

From:
Sent: 11 March 2009 15:19
To:
Subject: : FW: 2.RESTRICTED:: FW: 2.RESTRICTED:: RE: 2.RESTRICTED:: Establishment & Pay Costs

You will recall at the outset of our meeting yesterday I expressed some concern about the cost of any variation to the Grafton Contract and the potential for challenge from the market place should the cost exceed the value of the original contract.

I have just had sight of the HET staffing costs below which would be subsumed within the current Grafton contract if it was decided to use Grafton for the appointment of specialist staff rather than under the new Thames Valley Framework. These costs are far in excess of anything that I had anticipated and in fact equate to the total value of the current Grafton contract alone over a 5 year period. While there would be scope to amend the current Grafton contract to some degree, an increase of £5m per annum would be excessively beyond the value of the original contract and therefore not in accordance with current procurement guidance. I know you are to speak to Yvonne Cooke about the proposal to use Grafton for HET appointments but you will also need to make her aware of the potential costing issues before any decision is taken to amend the Grafton contract.

I am happy to join any discussions you may have on this issue.

Regards.

From:
Sent: 11 March 2009 13:51
To:
Subject: 2.RESTRICTED:: FW: 2.RESTRICTED:: RE: 2.RESTRICTED:: Establishment & Pay Costs

Richard - FYI. This is our total staffing costs.

—Original Message—

ANNEX H

From:
Sent: 11 March 2009 13:47
Subject: 2.RESTRICTED:: RE: 2.RESTRICTED:: Establishment & Pay Costs

I can only base this on current rates charged to us by Reed as I don't know how Grafton will charge moving forward. Currently the total charge rate cost for all our Grafton, Dream, Rig and Police Skills Staff to include the subcontractor charge plus the Master Vendor charge is £5,328,729.

Thanks

From:
Sent: 11 March 2009 12:58
To:
Subject: 2.RESTRICTED:: Establishment & Pay Costs
Importance: High

· please can you send me our up-to-date establishment with respective costs for each person (as it stands now).

This is following on from meetings with all the agencies yesterday. Richard Sweeney from procurement is asking how much business in monetary terms Grafton could receive if we use them as the major vendor rather than the Thames Valley contract (& Dream & RIG).

Appendix 6

APPENDIX A3

Page 1 of 2

SWEENEY Richard (Procurement Unit)

From:

Sent: 02 April 2009 14:44

To:

Subject: : FW: HET

FYA

From:

Sent: 02 April 2009 13:39

To:

miles.davis@servoca.com

Cc:

Subject: HET

You will now be aware that Grafton Recruitment has been confirmed as the Master Vendor for HET with effect from Wednesday 1st April 2009.

Grafton Recruitment are keen to utilise the current successful second tier supplier (STS) structure with G4S, Police Skills and Servoca and appreciate that you have confirmed interest in continuing this working practice with us.

For the purposes of transparency, Grafton Recruitment has agreed the following with HET Management, which can be discussed in further detail, when we meet early next week:

Communication

Upon instruction from HET Management with immediate effect, all communication between HET and STS and between STS and HET must be channeled in the first instance via Grafton Recruitment.

We understand that this is a transitional period for contractors, who will need re-assurance and clarity that their roles and respective terms and conditions remain substantially the same. Therefore, to ensure consistency of messages and to avoid creating confusion or unease amongst contractors, we would request that all future communication is agreed with Grafton Recruitment before release.

SLA

When a job order is received by Grafton Recruitment, we will have an exclusive period of 10 days to forward applications to HET. In the event that applications have not been forwarded to HET, Grafton Recruitment will forward the job order to all the STS simultaneously to work upon. If there are no applications after 5 days, then the STS and Grafton Recruitment will work collectively to fill the job order.

Access to HET Site

To ensure a true partnership approach and meaningful engagement with contractors which does not

02/04/2009

ANNEX I

Page 2 of 2

negatively impact upon the day to day business of HET, monthly contractor surgeries will be scheduled which we propose that all STS and Grafton Recruitment host jointly. To that end, there will no longer be unscheduled visits by STS and Grafton Recruitment. However should a situation arise whereby a contractor has requested a meeting with a STS or Grafton Recruitment outside of the monthly surgeries, then appointments must, in the first instance, be arranged via Christine Kerr, Senior HR Manager and single point of contact on behalf of HET Senior Management

Grafton Recruitment appreciates that this is a period of change for STS and Contractors, however please be assured that we welcome the opportunity to develop a strategic working relationship with all parties in order to deliver a professional and customer centric service to HET.

Should you have any queries please do not hesitate to contact David Nairn or I at your earliest convenience. Meanwhile I look forward to meeting with you all next week.

Kind Regards,



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<http://www.grafton-group.com/capability/>

A Network of 80 wholly-owned offices in 19 countries

Belgium, Chile, China, Czech Republic, France, Greece, Hong Kong, Hungary, Ireland

Recruitment Process Outsourcing (RPO) across 17 countries

Covering an additional 8 countries: Bosnia, Bulgaria, Croatia, Estonia, Latvia, F
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Grafton Recruitment Ltd.

UK Registered office: 35 St Thomas Street, London SE1 9SN UK Company Registration

02/04/2009

Correspondence of 15 February 2013 from Ms Fiona Hamill

Fiona Hamill

Treasury Officer of Accounts

Central Finance Group
Room P3
Rathgael House
Balloo Road
BANGOR BT19 7NA
Tel No: 028 91858128 (x 68128)
email: fiona.hamill@dfpni.gov.uk

Ms Michaela Boyle
Chairperson
Northern Ireland Assembly
Public Accounts Committee
Room 371
Parliament Buildings
BELFAST
BT4 3XX

15 February 2013

Dear Michaela

PAC Inquiry Into PSNI Use of Agency Staff

Thank you for your letter of 22 October.

I am writing to confirm that the DFP survey relating to payments made to individuals who were not included on PAYE systems has been concluded. The exercise considered individuals paid directly and also those engaged through intermediaries such as employment agencies or consultancies.

The results of the exercise showed that there were some 2,700 engagements with individuals on an 'off payroll' basis across the NICS, its agencies and arms length bodies. Whilst this figure appears high it related to all payments, not just those over £58,200 which was the threshold adopted by the HMT review. Off-payroll engagements include those employed through agencies and these account for the majority of cases identified. Where individuals have been engaged, the majority of these have been for appointments to advisory boards, self employed dentists and doctors providing trainee supervision for the NI Medical and Dental Training Agency, examiners for education boards and the like.

Our findings have now been sent in a secure manner to HMRC for their investigations. It would be our expectation that the majority of appointments, especially those through employment agencies, will prove to be regular.

HMRC have advised us that they have assigned this work to their teams and departments will be contacted should HMRC require any further details as part of their investigations. Departments will also be contacted where any non-compliance is found which requires remedial action.

In their return to the exercise, PSNI have redacted the information of the employment agencies used stating that **'details of the company name and address had been redacted for security reasons, as some company names and addresses are likely to identify individuals as working for PSNI and that they therefore could not release the information in this way.'** PSNI have taken the responsibility for ensuring that these details will be provided directly to HMRC.

I trust you will find this helpful.

Yours sincerely

Fiona Hamill

Fiona Hamill

Correspondence of 25 February 2013 from Mr Ryan Henderson

Personal, Professional, Protective Policing



**SUPERINTENDENT RYAN HENDERSON
CHIEF CONSTABLE'S OFFICE**

Our Ref: Com Sec 12\6976-2

25 February 2013

Dear Deputy Chair,

Thank you for your letter of 1 February 2013 to the Chief Constable seeking additional information to support the Committee's inquiry into PSNI use of agency staff.

I am writing to advise you that we remain in the process of collating the information requested. I recognise that this is beyond the one week timescale envisaged in your letter. The information, some of which belongs to Grafton, requires a significant degree of detail hence the delay.

You can be reassured that we are making every effort to provide the Committee with a full and detailed response which I hope will be of assistance in the course of their enquiry.

*Yours sincerely
Ryan Henderson*

RYAN HENDERSON

Mr John Dallat
Deputy Chairperson
Room 371
Parliament Buildings
Ballymiscaw
Belfast
BT4 3XX

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 700005 Fax: 028 90 561645 Email: ryan.henderson@psni.pnn.police.uk



Correspondence of 22 March 2013 to Mr Sam Pollock

Public Accounts Committee

Sam Pollack
Chief Executive
Northern Ireland Policing Board

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

22 March 2013

Dear Sam,

PAC inquiry into PSNI use of Agency Staff

At the Committee's meeting of 20 March, members reviewed the correspondence in this inquiry and discussed issues arising from written and oral evidence. The Committee agreed to ask you for a summary of a tribunal case which finished recently regarding agency staff.

I would be grateful to receive your reply by 12 April 2013.



Committee Chairperson
Public Accounts Committee

Correspondence of 22 March 2013 from Mr Sam Pollock

Sam Pollock

Chief Executive

Date: 22 March 2013

Ms Aoibhinn Treanor
Clerk to the Public Accounts Committee
Room 371
Parliament Buildings
Stormont
BT4 3XX

Dear Aoibhinn

Further to the Chair of PAC, Michaela Boyle's letter dated 22 March 2013, please now find enclosed the additional information requested.

I hope this is of assistance.

Yours sincerely

A handwritten signature in black ink that reads "Sam". The signature is written in a cursive style with a large, looping initial 'S'.

SAM POLLOCK

Chief Executive

Appendix 1

At the March Board meeting Gerry Kelly MLA tabled a question to the Chief Constable regarding the findings of the IT Tribunal – the response is published and can be found at the attached link.

http://www.nipolicingboard.org.uk/questions_to_chief_constable___8211__march_2013.pdf

Mr Kelly also followed up on the question at the meeting in public session of the Board and a transcript of the exchange is included below.

Also included below is a copy the IT Tribunal finding.

Extract from 7 March 2013 Board meeting in public

Chairman

Gerry Kelly has a question.

Gerry Kelly

It is connected to Question 13 to the Chief Constable and the answer to it. As you know what become the Associate Staff and subsequently became known as the retiring and rehiring issue and has been quite contentious between ourselves and yourselves for some time and there is an Industrial Tribunal which has just sat and I understand from the answer to this, that it could have a serious risk, in fact so just to outline this, I am going to ask a number of questions. What we are finding out now from this is that Associate Staff now appear to have the same rights as a police officer, so the argument that was given was that it would allow flexibility that it was more efficient, that it was saving money, seem to be now to be quite untrue and in fact it could have serious risk to equality, which is one of the questions. Is it risk of litigation, risk of liability and risk of equality in terms of that because they were recruited without going out to open advertisement? Could I ask, because there are other legal aspects connected to these contracts by the PSNI to Grafton and Resource? Could I ask, there is a statement from the Human Resources, which says that the Managed Services in these contracts were put out with the full knowledge and approval of the Policing Board? The reason I ask is because, if that is what is said, that it is not true.

Joe Stewart

I think as far as the Tribunal case is concerned, it is important to note that we have strongly resisted that case. We have strongly resisted because we thought we had legal grounds to do so and we were disappointed at the out turn.

If we hadn't thought there was an issue to be contested, we could have settled it, but we didn't do so and that was around the obligation now on all employers around temporary workers and their right to have an opportunity to apply for vacancies entirely in the organisation. So there is nothing in the regulation that says that if someone is a temporary worker, they have a right to a particular job but the regulation is saying what the Court has found, that where we have an internal vacancy, that the individual concerned who is a temporary worker has a right to apply for that vacancy, ranking alongside our permanent workers. And that is something that we are now trying to assess the implications of going forward. It doesn't rank them any higher than existing staff. It doesn't put them any lower than existing staff. They simply have to have the right to apply and what the Tribunal found was that we had not given the right to apply, which in fact wasn't the case and therefore we were in breach. So we are in conversation with our legal advisers how best to take this forward. It does not guarantee temporary workers permanent employment in PSNI; it is an entirely different issue which will be dealt with in a different way.

I think that other matter that you refer to in terms of Managed Services, is in fact and I'm guessing is in fact reference to a content of a draft Affidavit which has now or should have now been amended to reflect a different set of circumstances. I don't have that with me but.....

Gerry Kelly

Could I ask Joe since you offered, does that mean that the Affidavit was wrong?

Joe Stewart

It means that we have agreed that we will redraft the Affidavit.

Gerry Kelly

Well could I ask it this way then because it will be more straightforward? Is it your view, are you saying that the Policing Board supported - that you put these contract forward with the full knowledge and approval of the Policing Board.

Joe Stewart

No – we are saying that that was overstated.

Gerry Kelly

So it's overstated, it's not true.

Joe Stewart

Not correct, not accurate.

The Industrial Tribunals

**CASE REFS: 1338/12
1337/12
1177/12**

**CLAIMANTS: Richard Henderson
Richard Ross Campbell
Gavin Mason**

RESPONDENT: Chief Constable of the Police Service of Northern Ireland

Decision

The unanimous decision of the tribunal is that the Agency Workers Regulations (Northern Ireland) 2011 ('AWR') do apply to the decision to appoint permanent Traffic Management Officers from an EOII promotion list; that the respondent breached Regulation 13 in that he did not inform the claimants of the vacant permanent posts of Traffic Management Officers in such a manner as to give the claimants the same opportunity as a comparable worker to find permanent employment in those posts; that the respondent did fail to fulfil the requirements of Regulation 16 of the Agency Workers Regulations and that an appropriate adverse inference could be drawn against the respondent; and the respondent did not, for the purposes of Regulation 17, impose a detriment against the first-named claimant by not renewing his agency contract for an extended period to facilitate the training of his directly employed replacement.

The claims will be listed for a separate remedy hearing.

Constitution of Tribunal:

Vice President: Mr N Kelly

**Members: Mr J Norney
Dr C Ackah**

Appearances:

The claimants were represented by Mr R Donaghy, Barrister-at-Law, instructed by Babington & Croasdaile, Solicitors.

The respondent was represented by Ms N Murnaghan, Barrister-at-Law, instructed by Crown Solicitor's Office.

Background

1. The claimants were former police officers who had taken early retirement under what are commonly known as Patten terms. Two claimants had worked during the latter parts of their police service as Traffic Management Officers ('TMOs') for seven or nine years. The other claimant had worked for the last 17 years of his police service in Traffic Branch.
2. Shortly after the end of the claimants' service as police officers, each took employment with an employment agency, Grafton Recruitment ('Grafton') and each claimant was placed as a TMO. They were each graded as analogous to an EOII. They were at all relevant times agency workers employed by Grafton but were placed with the respondent as the hirer or end user, to act as TMOs.
3. Each of the TMOs reported to a police inspector. They were responsible for exercising the delegated functions of the respondent under traffic legislation; to reduce road traffic

collisions, to improve traffic flow and to assist with environmental improvements through liaison with statutory and voluntary bodies. They attended site meetings and inspections with the DOE Roads Service, and with members of the public, political representatives and police officers. They conducted reviews of matters such as collision statistics, areas with significant collision histories, signage, parking restrictions, patrol logs, speed limits and road closures. They had a wide role involving attending public meetings and in inspecting matters such as safety, roadworks and level crossings.

4. On or about 29 June 2011, each claimant signed a new contract with Grafton. This contract was of the type known as a Swedish derogation contract. They then each became known as Grafton 'Associates'. The particular nature and effect of these contracts need not concern this decision on liability. Each of the claimants continued thereafter as a TMO rated as analogous to an EOII and each continued as an agency worker employed by Grafton, under the new type of contract. Each continued to be placed with the respondent as hirer. There were four such TMOs in total; three of the four are the claimants in the present case.
5. A decision was made by the respondent to internally to fill the TMO posts on a permanent basis by using an EOII promotion list which had resulted from an internal promotion competition. That internal promotion competition had been advertised on 9 September 2011 with a closing date of 23 September 2011. It had been open to Administration Support Officers ('ASOs') and ASO (Analogous) grades such as Typists and SGB1s. These were the lower grade in the administrative, ie the non-police service, part of PSNI. The competition had not been open to the claimants who had already been graded as analogous to the EOII grade. It was open to those at the lower grade and only to direct employees of the respondent. The claimants were agency workers and not direct employees of the respondent, ie permanent or fixed-term employees directly contracted with the respondent. In any event, the claimants did not attempt to apply for the internal promotion competition and it is common case that the promotion competition had not been open to them.
6. The TMO posts previously held by the claimants, as temporary agency workers (TAWs), were filled by directly employed individuals. The claimants' engagement as TAWs was terminated.

Issues to be determined

7. All three claimants argued that the respondent had breached Regulation 13 of the AWR by not offering each of the claimants the permanent TMO posts on the same basis as they had been offered to direct employees of the respondent.
 8. All three claimants argued that the respondent had failed for the purposes of Regulation 16 of the AWR to respond properly to a request for information and that an appropriate adverse inference of unlawful activity should be drawn against the respondent.
 9. The first-named claimant argued that the respondent had further been in breach of Regulation 17(2) of the AWR in that he had failed to extend the first-named claimant's engagement as an agency worker to facilitate a handover or training period for his permanent replacement as TMO.
 10. The issues to determine were therefore:-
 - (i) Did the AWR, which came into effect on 5 December 2011, apply to the present situation where the EOII promotion list was opened to competition and was completed in September 2011 but where no decision had been made to use it for the relevant posts and it was not used in relation to TMO permanent vacancies until after the AWR were in force?
 - (ii) Did the respondent breach Regulation 16 of the AWR in the manner in which it responded to the claimant's queries and if so what, if any, inference should be drawn by the tribunal?
-

- (iii) If the AWR did apply to the present circumstances, did the respondent comply with his obligations under Regulation 13 by deciding in or after March 2012 to use the EOII promotion list, which comprised successful candidates at the current ASO and ASO Analogous grades, and which therefore excluded the claimants, and by offering TMO posts to two existing directly employed EOIIIs on, firstly, a disability or welfare transfer and, secondly, a discretionary sideways transfer?
- (iv) Did the respondent breach Regulation 17(2) of the AWR when he decided to extend the temporary agency worker engagement of the other claimants, to facilitate handover and training of the newly-appointed permanent TMOs, but did not extend the engagement of the first-named claimant?

Relevant law

11. The AWR are new Regulations. The tribunal has been referred to no case law which has emerged under the AWR and is aware of no such case law.
12. The Regulations are, or purport to be, the domestic transposition of Directive 2008/104/EC.

The preamble of that Directive sets out at some length the background and history of the measure. It states at Paragraph (12) of that preamble:-

“This Directive establishes a protective framework for temporary agency workers which is non-discriminatory, transparent and proportionate, while respecting the diversity of labour markets and industrial relations.”

The preamble further provides at Paragraph (14):-

“The basic working and employment conditions applicable to temporary agency workers should be at least those which would apply to such workers if they were recruited by the user undertaking to occupy the same job.”

13. Article 2 of the Directive provides:-

“The purpose of this Directive is to ensure the protection of temporary agency workers and to improve the quality of temporary agency work by ensuring that the principle of equal treatment, as set out in Article 5, is applied to temporary agency workers, and by recognising temporary work agencies as employers, while taking into account the need to establish a suitable framework for the use of temporary agency work with a view to contributing effectively to the creation of jobs and to the development of flexible forms of working.”

14. Article 6 of the Directive provides at sub-paragraph (1):-

“Temporary agency workers shall be informed of any vacant posts in the user undertaking to give them the same opportunity as other workers in that undertaking to find permanent employment. Such information may be provided by a general announcement in a suitable place in the undertaking for which, and under whose supervision, temporary workers are engaged.”

15. The full title of the AWR is the Agency Workers Regulations (Northern Ireland) 2011 (2011 No 350). They came into force on 5 December 2011. Regulation 13 of the Regulations provides:-

“(1) An agency worker has during an assignment the right to be informed by the hirer of any relevant vacant posts with the hirer, to give that agency worker the same opportunity as a comparable worker to find permanent employment with the hirer.

(2) For the purposes of Paragraph (1) an individual is a comparable worker in relation to an agency worker if at the time when the breach of Paragraph (1) is alleged to take place –

(a) both that individual and the agency worker are –

- (i) working for and under the supervision and direction of the hirer, and*
- (ii) engaged in the same or broadly similar work having regard where relevant, to whether they have a similar level of qualification and skills;*
- (b) that individual works or is based at the same establishment as the agency worker; and*
- (c) that individual is an employee of the hirer or, where there is no employee satisfying the requirements of sub-paragraphs (a) and (b), is a worker of the hirer and satisfies those requirements.*
- (3) For the purposes of Paragraph (1), an individual is not a comparable worker if that individual's employment with the hirer has ceased.*
- (4) For the purposes of Paragraph (1) the hirer may inform the agency worker by a general announcement in a suitable place in the hirer's establishment."*

16. An issue therefore arises as to whether Regulation 13 is a proper transposition of the requirements in Article 6(1) of the Directive that temporary agency workers shall be informed of **any** [tribunal's emphasis] vacant posts, rather than any **relevant** [tribunal's emphasis] vacant posts, in the user undertaking to give them the same opportunities as other workers in that undertaking to find permanent employment. To the extent that issue is relevant to the present case, this decision will turn to it in due course.

17. Regulation 16(5), (6) and (9) of the AWR provides in relevant part:-

"(5) An agency worker who considers that the hirer may have treated the agency worker in a manner which infringes a right conferred by Regulation 13, may make a written request to the hirer for a written statement containing information relating to the treatment in question."

"(6) A hirer that receives such a request from an agency worker shall, within 28 days of receiving it, provide the agency worker with a written statement setting out –

(a) all relevant information relating to the rights of a comparable worker in relation to the rights mentioned in ... Regulation 13; and

(b) the particulars of the reasons for the treatment of the agency worker in respect of the rights conferred by ... Regulation 13."

"(9) If it appears to the tribunal in any proceedings under these Regulations –

(a) that ... a hirer ... deliberately, and without reasonable excuse, failed to provide information, whether in the form of a written statement or otherwise; or

(b) that any written statement provided is evasive or equivocal, it may draw any inference which it considers just and equitable to draw, including an inference that the temporary ... hirer ... has infringed the right in question."

18. Regulation 17 of the AWR provides, in material part, that an agency worker has the right not to be subjected to any detriment where the ground for such detriment is that the agency worker has brought proceedings under the AWR, has made a request under Regulation 16 for a written statement, or has alleged that a hirer has breached the AWR.

19. Guidance in relation to the AWR is issued in Northern Ireland by the Department for Employment & Learning (and in the UK by BERR). That guidance is not a statutory code and there is no statutory provision whereby a tribunal is required to give it any particular weight or attention or whereby a tribunal is required to use it as an aid to an interpretation. That said, under the heading 'Access to Information and Job Vacancies', the guidance states at Paragraphs 3.14 to 3.17:-

“3.14 From the first day of an assignment, all Agency Workers are entitled to be provided with information about any relevant job vacancies within the Hirer that would be available to a comparable employee or worker.

3.15 Hirers can chose how to publicise vacancies, whether via the internet/intranet, or on a notice board in a communal area. Whatever the method of publicising this information, the Agency Worker should know where and how to access it. Similarly, where a Hirer has in place a method for communicating vacancies to permanent employees who are absent (on annual leave, for example) it would be good practice for the same method to be used for Agency Workers who are absent.

3.16 The above obligation does not, however, constrain Hirers freedom regarding:

- any qualification or experience requirements, such as time and service with the organisation; or*
- how they treat applications.*

3.17 This right will not apply in the context of a genuine ‘head count freeze’ which is put in place in order to prevent a redundancy situation. In this instance, posts may be ring-fenced for redeployment purposes or internal moves, which are a matter of restructuring and redeploying existing external staff.”

20. The guidance goes onto state at Paragraph 3.18, under the heading ‘Access to Information and Job Vacancies – Comparable Worker’:-

“3.18 The need to inform Agency Workers of vacancies is limited to where there is a comparable employee or worker currently based at the same establishment. Practical difficulties would arise from including those comparators who may be geographically remote, or on the basis of comparison with a predecessor.”

The hearing

21. The hearing was over three days; 17 – 19 December 2012. The hearing was, with the consent of the parties, in relation to liability only. It used the witness statement procedure with witness statements being exchanged in advance of the hearing, in accordance with case-management directions. Each witness swore or affirmed to their statement and it formed their evidence-in-chief. They moved immediately to cross-examination and re-examination.
22. There were two exceptions to that standard witness statement procedure at the hearing. Firstly, the evidence-in-chief of the respondent’s third witness, Stephen Marks, was not going to be cross-examined by the claimants. With the agreement of the parties, Mr Marks was not required to attend to swear or affirm to his witness statement which had been exchanged in advance. The witness statement was entered into evidence by agreement and without it having to have been formally sworn or affirmed. Secondly, the respondent, on the third day of the hearing, sought to claim privilege for one e-mail in an e-mail chain which had previously been disclosed by the respondent to the claimants on discovery and had been included, without objection, in the trial bundle. In relation to that issue, the tribunal ruled that, rather than get bogged down in a dispute about privilege together with arguments about the waiver or ostensible waiver of such privilege and rather than encounter possible delays while that issue was being ruled on and appealed, the respondent should, exceptionally, be allowed to introduce additional oral evidence-in-chief in relation to the preparation and meaning of that e-mail before the witness statement of that witness was opened to cross-examination, including cross-examination in relation to that e-mail, by the claimants. The parties did not object to this ruling.
23. Each of the claimants gave evidence. There were four witnesses for the respondent. As indicated above, the statement of Mr Stephen Marks of the HR Department, was entered into

evidence without cross-examination. Ms Christine Kerr and Ms Rachel Reid also of the HR Department gave evidence together with Superintendent Muir Clark.

24. The case introduced several novel legal issues which required full argument and proper consideration in the context of new legislation and in the absence of any directly applicable case law. Christmas also intervened. The parties were therefore given *until 5.00 pm on 28 January 2013* to lodge detailed written submissions on the matters raised. The parties were represented by experienced members of the Bar who were directed that it was up to them to arrange for the exchange between themselves of any such submissions in advance of lodgement in the tribunal *on 28 January 2013*. No specific timetable was set for the tribunal for that exchange of legal submissions between the parties.
25. The panel met on 30 January 2013 to consider the evidence and the submissions and to reach a decision. This document represents that decision.

Relevant findings of fact

26. For the purposes of the AWR, the claimants were temporary agency workers ('TAW'). They were employed by Grafton which was a temporary worker agency ('TWA'). The respondent was the hirer at all relevant times.
27. The EOII promotion competition was open in September 2011 to ASOs and to ASOs (Analogous) who were directly engaged as administrative employees in the PSNI. The claimants were at that time graded as analogous to EOII but were not eligible for that competition because they were not directly engaged employees and were, in any event, regarded as being at a grade above that of ASO and ASO (Analogous). The claimants confirmed that they had not been in fact been interested in the competition in September 2011 and had not tried to apply.

The claimants were not notified of this competition in September 2011. However the AWR did not come into force until 5 December 2011 and nothing turns on this lack of notification in relation to present claims.

28. As a result of potential criticism of the use of agency workers in the context of Patten payments, the respondent decided to permanently fill the TMO posts which were at that stage occupied on a temporary agency basis by the claimants. The first option considered by the respondent to permanently fill those posts appears to have been to include them within the scope of a managed services contract. That appears to be clear from the note of an internal meeting within the respondent's HR Department on 15 February 2012 which recorded, *inter alia*:-

"I advised Rosie that the managed service arrangements still, in my opinion, provided the best resourcing solution."

Ms Kerr confirmed in cross-examination that inclusion in a managed services contract was, at that stage, the preferred option of the respondent.

29. The second option considered by the respondent was to fill the TMO posts with police officers, ie to have serving police officers act as TMOs. That similarly proved impracticable. A third option, which was implemented, was to fill the posts by using the existing promotion list at EOII level.
30. A total of 66 directly employed staff at ASO or ASO (Analogous) level were successful in the promotion competition to EOII level. EOII posts were then offered to successful candidates in order of merit, based on their marking. All four TMO posts were offered and three were filled in the second phase of appointments, commencing on or about 5 April 2012. One TMO post, ie the post based at Maydown, was not successfully filled at that point and remained on offer through to the fifth phase which commenced on or about 4 August 2012.

-
31. Ms Kerr also confirmed, to the extent that it is relevant, that the respondent did not consider the implications of the AWR for the resourcing of the TMO posts at the time the decision was made to use the pre-existing EOII promotion list. However, that is not determinative of any issue. The question is whether the respondents complied with any applicable duties under the AWR, whether that was done because of a direct consideration of the AWR, by accident, or for some other reason.
 32. The TMO posts were eventually all filled by directly employed internal staff who had been successful in the EOII promotion competition.
 33. The decision to use the EOII promotion list was discussed at a meeting held in Antrim on 15 March 2012. That meeting was conducted by Chief Inspector Pennington and Superintendent Clark attended during the course of that meeting. The four agency worker TMOs (three of whom are the claimants) were also in attendance.
 34. A great deal of time has been spent in the course of this hearing on what was said or was not said during the meeting in Antrim. The respondent, supported by the evidence of Superintendent Clark, stated that Superintendent Clark had indicated his clear dissatisfaction with the then proposal to permanently fill the TMO posts with ASOs or ASO analogous grades who had been successful in the EOII promotion competition. The respondent's case was that Superintendent Clark, having expressed his dissatisfaction, had stated clearly at the meeting in Antrim that the successful candidates would have to undergo further training for a City and Guilds qualification. He had stated that if that did not work out, the posts may have to be advertised externally, at which point the claimants would have had an opportunity to apply. It was the respondent's position that this would have been no more than an opinion, possibly leading to a recommendation from Superintendent Clark, who had no power to impose a decision in this respect. It was up to the respondent's HR Department and, in particular, a body known as the Resources Forum, to determine how the TMO posts would be filled. The claimants' position, in contrast, was that Superintendent Clark had promised them that the internal use of the promotion list would fail and the posts would then be advertised.
 35. It seems clear to the tribunal that Superintendent Clark had no power to dictate the respondent's recruitment policy in respect of the TMO posts. The tribunal is equally clear that everyone, the claimants and Superintendent Clark, were, in their evidence, genuinely trying to remember what was said during the meeting and how it was said. However, this is one of those occasions where everyone seems to have heard, or has interpreted, what was said in the manner they would have preferred it to have been said.
 36. In the event, it does not really matter what was said or not said by Superintendent Clark at this meeting in Antrim. If the claimants, for whatever reason, interpreted what was said as a promise that the posts would be opened up to external competition at which they could apply, this was a perceived promise which was beyond the competence of Superintendent Clark. While the witnesses before this tribunal have been acting honestly and have been doing their best to recall exactly what was said and how it was said, that has nothing at all to do with the alleged breaches of the AWR and with the precise issues which the tribunal has to determine. Principally, either Regulation 13 was, or was not, relevant to the circumstances of the case and if so, either it was complied with by the respondent or it was not. Any promise, if there was a promise, which was given at this meeting is nothing to the point. The tribunal is satisfied, having heard the evidence, that the manner in which the TMO posts were to be filled was a decision for the HR Department or for the Resources Forum, as agents of the respondent, rather than a decision for Superintendent Clark.
 37. The promotion list was not exclusively used by the respondent in the effort to fill the TMO posts on a permanent basis. One TMO post was offered to an existing directly employed EOII on DDA/welfare grounds. That existing EOII refused the offer. On another, separate, occasion, a TMO post, falling otherwise to be filled by the promotion list, was offered to an existing EOII, Mr Samuel Wallace, who was directly employed by the PSNI and who was on the transfer list. That was clarified in evidence by Ms Kerr as indicating that this was a straightforward
-

matter of choice or a matter of personal preference by the EOII involved, who had asked for a geographical transfer. It had no DDA or welfare considerations. Mr Wallace, the EOII who had been offered the transfer to fill the TMO post, turned down that offer. The respondent seeks to argue that Mr Wallace was in a 'priority pool'. However the evidence before us was that he was an EOII who had, of his volition, asked for a geographical transfer. His situation could not acquire or be given a different and higher status solely by the use of terminology such as 'priority pool'.

38. Each of the claimants was ultimately replaced by a TMO selected from the promotion list. Each of the claimants was offered the opportunity to work on for an extended period to provide a training and handover phase to that new appointee. The first-named respondent was replaced by a Mrs Ballentine. The first-named claimant did not engage properly in the handover exercise and failed to properly assist his replacement. While the engagements of the other three TMOs were extended to facilitate the handover exercise, the engagement of the first-named claimant was not. The tribunal has considered the correspondence relating to that failure to extend the engagement and has considered carefully the oral and written evidence of the first-named claimant. The tribunal has concluded that the decision not to extend his engagement was not a decision made because of or related to either his AWR complaint or his request for a written statement. It was solely related to his failure, unlike the position adopted by his colleagues, to participate properly in the handover exercise period.
39. Each of the claimants sought clarification of their position in relation to the AWR. The duty to respond to requests for information rests with the hirer under Regulation 16 and that reply should be made within 28 days.

The first-named claimant made a specific request under Regulation 16 on 10 May 2012 to his immediate line manager who was a sergeant acting on behalf of the respondent, the hirer. He was told on 28 May 2012 to take the matter up with Grafton, the TWA. A reply issued on 14 June 2012 from Grafton indicating that it was the hirer's decision to fill the post internally.

The second-named claimant similarly, on 10 May 2012, made a formal request for information under Regulation 16. On 18 July 2012 the second-named claimant received an e-mail from the hirer's HR Department indicating that the TMO roles were being filled internally.

On 24 May 2012, the third-named claimant sought a reply under Regulation 16. On 18 July 2012, he received an e-mail from the hirer's HR Department indicating that the TMO roles were being filled internally.

40. All the responses were, on their face, defective for the purposes of AWR Regulation 16(5) and (6). They were in one instance from the TWA and not from the hirer and in each instance the reply was outside the 28 day time-limit. The respondent was clearly unsure as to where responsibility for a proper reply lay under the AWR, but no real excuse has been put forward for that failure to appreciate where legal responsibility lay for a reply or for the failure to follow time-limits in this respect.
41. The claimants referred to another post for a Trainee Intelligence Support Officer ('TISO') which had been open to agency workers. That was a post where the post holder was an EOII during training but became an EOII on completion of his training. If training was not successfully completed the post holder reverted to his original substantive grade. This was a different type of post, at a different time, and a different approach was taken. The tribunal does not regard this as relevant to the consideration of the issues in this case.

Decision

First Issue –

Did the AWR apply to the decision in March 2012 to use the pre-existing EOII promotion list and EOII transfer lists to fill the TMO posts?

42. The AWR transpose the requirements intended to be placed on employers by a European Directive. The AWR have a clearly stated commencement date on which they would give effect to the requirements of the Directive. These Regulations were well signalled, were discussed ad nauseam, in relevant journals and conferences, in advance of the commencement and should have been familiar to all concerned.
43. The effect of the AWR cannot, in the view of the tribunal, be sidestepped or avoided by the relatively simple mechanism of referring to a pre-existing cohort of staff such as a promotion list, a transfer list, or a list of preferred candidates. The AWR and the Directive have the purpose of protecting and advancing, with limitations, the interests of TAWs, such as the claimants. The Directive refers to the principle of equal treatment. Absolute equality of treatment between TAWs and directly employed staff is not guaranteed by the Directive and the AWR. The role of temporary agency work and the need for a suitable framework is recognised in that Directive. Nevertheless, the principle of equal treatment must mean something and, in the context of a clear commencement date of 5 December 2011, it seems clear to the tribunal that any decision made on or after that date must be made in compliance with that law. It seems irrelevant that the promotion list was opened and closed in September 2011. The only determinative factor is the date(s) on which the decision was made and implemented to offer the TMO posts to directly employed staff and not to give the same opportunity to agency workers. Those dates postdate the commencement of the AWR on 5 December 2011 and the actions of the respondents were subject to those Regulations.
44. The tribunal therefore concludes that the AWR applied to the decision to offer the TMO posts to directly employed staff and not to TAWs. The AWR also apply to the implementation of that decision.

Second Issue –

Did the respondent breach AWR Regulation 16 and, if so, what inference, if any, should be drawn by the tribunal?

45. AWR Regulation 16 does not provide a freestanding right to seek compensation. It is an analogous provision to those providing for statutory questionnaires in other discrimination codes; it enables a tribunal to draw an appropriate adverse inference if a breach has occurred. There is no positive obligation on the tribunal to do so. In some cases, for example, the circumstances are so clear that there is no need to draw an adverse inference. In other circumstances an inference would not be appropriate, eg where a rational basis for non-compliance is put forward.
46. In the circumstances of the present case, there is a clear breach of AWR Regulation 16 in terms of time-limitation. These matters are meant to be taken seriously, especially by an employer who has and who uses significant legal and HR resources. The purpose of the procedure must be to enable complaints to be clarified and resolved speedily and without unnecessary recourse to litigation. It is not acceptable that a well-resourced employer simply ignores time-limitation when the relevant information must have been readily to hand.
47. In one instance the reply came from the TWA, Grafton, rather than from the Hirer. That is not in compliance with the requirement of AWR Regulation 16. However, that breach would, on its own, be less likely to draw an adverse inference. The information was supplied to the claimant, from whatever source.
48. In the circumstances of this case, the tribunal does not see the need to rely on AWR Regulation 16 to draw an adverse inference. Such an inference would be superfluous.

Third Issue –

Did the respondent breach AWR Regulation 13 in its decision to use the EOII promotion list and the EOII transfer lists and in its implementation of that decision?

49. This is a new area of legislation and it is important to stand back and to understand its purpose and its meaning. AWR Regulation 13 does not, as the respondent appears at certain points to have suggested, simply require, without more, that vacancies should be notified to TAWs such as the claimants. Such a right would have been meaningless on its own. AWR Regulation 13 requires, in addition to notification, that the respondent gives:-

“that agency worker the same opportunity as a comparable worker to find permanent employer with the hirer”

50. One issue that arose before the tribunal was whether or not the AWR had correctly transposed Article 6 of the Directive (see Paragraph 13 above).

That Article requires that TAWs be informed of **any** [tribunal's emphasis] vacant posts. The AWR provide that TAWs be informed of any **relevant** [tribunal's emphasis] vacancies. The introduction of the word 'relevant' in the AWR needs to be considered.

51. It is important that any rights guaranteed by European Law are not rendered futile or pointless by inaccurate transposition or by interpretation or by practice.

The purpose of this right, in the context of the stated purpose of the Directive, must be to assist the TAW and, to the appropriate extent, to level the playing field between the TAW and the directly employed worker.

On that basis it would be unnecessary to notify a TAW of any 'irrelevant' vacancy. For example, there would be no point in telling a TAW electrician of a vacancy for a directly employed plumber. It would not advance his interests and it would not assist equality.

The tribunal therefore concludes that the AWR are correct in restricting the application of AWR Regulation 13 to 'relevant' vacancies. The Directive has been transposed correctly in this respect.

52. However the same need to avoid a pointless or futile interpretation has a wider application. In the context of the stated purpose of the Directive, it cannot be right to provide for a right to notification of a (relevant) vacancy which is simultaneously rendered nugatory by a decision to restrict applications to an identifiable group of directly employed employees.

53. The present case puts forward, it appears to this tribunal, the paradigm case of when the Directive and the AWR are meant to apply. The claimants have each been in post for a significant period performing their duties to the satisfaction of their line management. They are TAWs. A decision is made, and implemented, to terminate their engagements in favour of a directly employed staff who are so inexperienced that they require significant training and a handover period from the claimants themselves. TAWs are replaced by those directly employed staff and are not given the same, or any, opportunity to apply for the relevant posts.

If the provisions of AWR Regulation 13 do not apply in these circumstances, when do they apply and what is the point of this legislative structure?

There is no evidence that a derogation exists for the purposes of Paragraph 17 of the Preamble to the Directive which would allow for an ineffective or nugatory notification of a vacancy to a TAW, when that TAW is excluded from acting, should he chose, on that notification. Furthermore, there is no evidence that Paragraph 16 of the Preamble to the Directive would permit an employer, under either the Directive or the AWR, to act in this way.

54. The DEL guidance is not binding. It is prepared by officials and approved by politicians. It is not a act of Parliament or of the Assembly. It is not legislation. It is not an executive act done under statutory authority which gives it the status of a statutory code. It is meant to be of assistance to employers and employees trying to understand these provisions. It has no further role.

That said, the respondent seeks to give its content a meaning which appears somewhat generous. The DEL guidance does say at Paragraph 3.16 (see Paragraph 18 above) that qualifications and experience requirements are permissible. These requirements are permissible, if the same requirements are applied, where AWR Regulation 13 is applicable, to both TAWs and to directly employed staff. The guidance does say that Hirers have the freedom to decide how they treat applications. That again is correct. The guidance does not say, and could not say, that the purpose of the Directive and the AWR, and their application, can be avoided by a decision to terminate the engagement of TAWs and to restrict the posts to an existing and identifiable group of direct employees. Any use of qualifications and experience requirements, and any use of application procedures, must be in accordance with the law.

55. There are two sub-issues to be considered. Firstly, whether there was a comparable worker as defined. Secondly, whether the claimants and any comparable worker were employed at the same establishment.

56. Turning to the first sub-issue, the tribunal has to consider the wording of AWR Regulation 13(2).

For those purposes there are two potential comparable workers or groups of comparable workers. One is the group comprising the ASO and ASO analogous grades on the EOII promotion list. The second is Mr Samuel Wallace, the EOII who was offered the post as TMO without any welfare or DDR considerations. The other EOII who was offered a TMO post was offered that post as a reasonable adjustment for the purposes of the Disability Discrimination Act 1995. That EOII cannot be considered as a potential comparable worker.

57. Both potential comparators and the TAWs were working under the direction and supervision of the respondent. The first requirement for comparability is met.

Turning to the next requirement for comparability, the ASO group in the EOII promotion pool were at that time doing a lower level of work than that undertaken by EOII's or by those regarded as analogous to EOII's. AWR Regulation 13(2)(a)(ii) would therefore not be satisfied in that respect. Although the tribunal heard no specific evidence about the respective qualifications or skills for ASOs and EOII's, it is safe to conclude that they were not, at that time, doing the same or broadly similar work. They were at a different level.

That does not however apply to Mr Samuel Wallace, and indeed to any other directly employed EOII who was or would have been offered employment as a TMO, if they had expressed an interest in a transfer. They were doing broadly similar work which had in each instance been graded as EOII administrative work for which no particular qualifications or experience were deemed necessary.

58. The remaining sub-issue is whether the comparator works or is based at the same establishment as the TAW. The Regulations do not say that the comparator must be based at the same premises or in the same building or on the same shift as the TAW. The AWR chose to use the looser term of 'establishment'.

The tribunal is obliged to use the Directive as an aid to interpretation (**Marleasing**). Article 6 of that Directive uses a very wide term. It refers to 'undertaking'. It does not seek to restrict that in terms of location. In the context of Northern Ireland, in the context of a province-wide service, there are no 'geographically remote' areas, which is the term used in the guidance.

The tribunal therefore concludes that the directly employed EOII's were, wherever based in Northern Ireland, working in the same 'establishment' or 'undertaking' for the purposes of the Directive and of the AWR.

59. The evidence of the claimants was that there was a political imperative to dump re-engaged Patten retirees in favour of directly employed civilian staff. Whether or not such a political imperative underlay this process is nothing to the point. The issues are whether or not the respondent complied with his duties under the AWR.

The existence of a political sub-text would not provide a valid exemption from the requirements of European Law and, for the purposes of this decision, the tribunal need not concern itself with whether it existed or not.

60. The tribunal therefore concludes that the claimants were not given the same opportunity to apply for (their own) posts as a directly employed comparable worker, Mr Wallace. None of the claimants were given the same opportunity to apply for a TMO post as the opportunity given to Mr Wallace. The respondent was in breach of AWR Regulation 13.

Fourth Issue –

Did the respondent breach AWR Regulation 17(2) by not extending the engagement of the first-named claimant to facilitate the handover/training of his directly employed replacement?

61. The relevant Regulation is summarised at Paragraph 17 (above).

The tribunal has carefully considered the evidence of the first-named claimant, that of the respondent's witnesses and the relevant documentation. The question is whether the decision not to extend the engagement was made on one of the prohibited grounds or on some other ground, namely that the first-named claimant simply refused to co-operate in the training process in the same way as the other two claimants.

62. It is clear from the first-named claimant's witness statement and from the documentation that the working relationship between him and his directly employed replacement got off to a bad start and that it did not recover. The first-named claimant makes unnecessary and perhaps gratuitous complaints about his replacement, her preferring starting time, her briefings and her manner of dress. He describes the atmosphere between them as 'not good and very tense'.

The tribunal concludes that the reason, or ground, for the failure to extend his engagement was the difficult working relationship and the first-named claimant's failure to properly train his replacement. It was not on one of the prohibited grounds.

That claim under AWR Regulation 17 is dismissed.

63. The claims will now be listed for a remedy hearing.

Vice President:

Date and place of hearing: 17 – 19 December 2012, Belfast

Date decision recorded in register and issued to parties:

Chairperson's Letter of 26 March 2013 to Ms Fiona Hamill

Public Accounts Committee

Fiona Hamill
Treasury Officer of Accounts
DFP
Rathgael House
Balloo Rd
Bangor

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

26 March 2013

Dear Fiona,

PAC inquiry into PSNI use of Agency Staff

Thank you for your letters of 6 and 15 February. The Committee considered them at its meeting last week and agreed to write to you in respect of two queries, and to invite you to address them at the meeting of 10 April, which you are already scheduled to attend.

In the 6 February letter you clarified your oral evidence on CPD advice, saying that those cases in which CPD became aware that its advice was not being followed were referred to the procurement board. The Committee was keen to understand when this mechanism was introduced.

Your 15 February letter describes the recent DFP survey of Departments' off-payroll statistics and the referral of this information to HMRC. The Committee wished to ascertain what procedures are currently in place in Departments in which off-payroll arrangements are used to ensure that tax is being paid.

I would be grateful for your reply by 9 April, and for your assistance with any related questions members may have at the meeting on the 10th.

Yours sincerely,



Michaela Boyle
Chairperson
Public Accounts Committee

Correspondence of 28 March 2013 from Mr Ryan Henderson

Personal, Professional, Protective Policing



RYAN HENDERSON
HEAD OF COMMAND SECRETARIAT

Our Ref: Com Sec 12\6976

28 March 2013

Dear Chair,

The Treasury Officer of Accounts, Department of Finance and Personnel kindly shared with PSNI a copy of her submission made to the Committee, of 6 February 2013, as part of the evidence gathering phase of their enquiry 'PSNI – Use of Agency Staff'.

Having had the opportunity to consider the submission the Director of Finance and Support Services would wish to provide further information which he feels would be of value to the Committee when considering that correspondence.

The Treasury Officer of Accounts is aware of our intention to provide this further submission and shall of course receive a copy.

General Context:

In the letter dated 6 February 2013 under the heading "General context" reference is made to the date (3 November 2008) when NIO Procurement Unit (PU) transferred to CPD. We agree with the comments that PSNI did not fall under DFP procurement policy and practice. However we note that some of the NIO PU staff involved in the Grafton contract procurement process are the same staff who have advised PSNI from the outset and, following transfer to CPD, continue to advise PSNI on the Grafton contract.

With the transfer of NIO PU, CPD have noted that they have no responsibility for any contract decisions taken prior to 3 November 2008 and cannot comment on any legacy decisions. The facts are that the two senior NIO PU personnel were PSNI procurement advisers both prior to November 2008 and thereafter (one of these persons until 2012) and are accountable for advice provided to PSNI in the past and currently.

Appendix A:

Point 10 regarding NIO PU/ CPD files.

These files were prepared and held by NIO PU and CPD and have never been owned by PSNI. PSNI rely on CPD professional procurement expertise and PSNI would not have the knowledge or expertise to analyse these files.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 700005 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



Point 11 regarding feedback PSNI provided at the PAC and in subsequent documents issued on 16 January 2013.

We refer to the comment that: 'Advice provided by NIO PU in 2004 is a legacy issue and not a matter for CPD.' In addition, 'There are no letters or report from CPD relating to Mr Best's statement.' We consider these statements to be inaccurate.

The facts are that PSNI have relied on advice from a current member of CPD staff. This person is a Senior Contract Manager who has been the one point of continuity regarding civilian recruitment from NIO PU through to CPD. He has a unique understanding of the circumstances, as he has been intimately involved in the procurement and supplier management of Grafton. He has also been NIO PU and CPD's lead professional adviser to PSNI's Human Resource Department for a decade. He has been involved in every quarterly review with HR and has produced the notes and actions arising from every contract review meeting with Joe Stewart, PSNI's Human Resource Director. Further details are provided below regarding formal communications and letters and reports from CPD.

1. Exclusion of Salary Costs

The comment under paragraph 1.1 that 'The statements made are Mr Browne's assertions and not CPD's.' is factually inaccurate.

Mr Browne and this current member of CPD referred to above discussed the NIAO Report on 10 and 16 July. After this a concise record of the major points that were agreed during the discussions were recorded. As agreed, these were included in Mr Brown's e mail of 17 July. This member of CPD staff in his formal response on 18 July 2012 confirmed he was content, with one exception, that this was an accurate summary of their discussions. The exception refers to HET and is dealt with in our comments below.

The record of formal correspondence is evidence that the statements included in the email of the 17 July 2012 are a summary of agreement between PSNI and CPD.

Regarding the issue of 'Exclusion of Salary Costs', we fully accept that under current DFP policy and practice salary costs are included in business cases. We are currently complying with this requirement in preparing any new business cases. However, in the past, when the business case was prepared, based on advice from the Procurement Unit and Northern Ireland Office Department (who approved the business case), the inclusion of salary costs was not required in practice at that time.

2. 2004 Use of existing contract for Temporary Workers

CPD's comment under 2.1 that "The statements made are Mr Browne's assertions and not CPD's". Again, this statement is factually inaccurate.

Mr Browne and the same current member of CPD staff discussed the NIAO Report on 10 and 16 July. After this a concise record of the major points that were agreed during the discussions were recorded. As agreed, these were included in Mr Brown's e mail of 17 July. This member of CPD staff in his formal response on 18 July 2012 (as a member of CPD) confirmed he was content, with one exception, that this was an accurate summary of their discussions. The exception refers to HET and is dealt with in our comments below.

The record of formal correspondence is evidence that the statements included in the email of the 17 July 2012 are a summary of agreement between PSNI and CPD.

3. 2009 Variation to HET

Para 3.1

The comment under 3.1 that "CPD did not provide any advice that stated: "with regard to the contract, which included HET, the PSNI complied with public sector procurement guidance" is factually inaccurate.

Mr Browne and the same current member of CPD staff discussed the NIAO Report on 10 and 16 July. After this a concise record of the major points that were agreed during the discussions were recorded. As agreed, these were included in Mr Brown's e mail of 17 July. This member of CPD staff in his formal response on 18 July 2012 (as a member of CPD) confirmed he was content, with one exception, that this was an accurate summary of their discussions. The exception refers to HET and is dealt with in our comments below.

The record of formal correspondence is evidence that the statements included in the email of the 17 July 2012 are a summary of agreement between PSNI and CPD.

Furthermore, we note that the Treasury Officer of Accounts acknowledges that the same member of CPD staff "Did not formally dispute Mr Browne's assertions apart from point 5 which referred to the use of the Grafton contract for the recruitment of HET staff."

PSNI would add that this member of CPD staff in his response to Mr Browne on 18 July 2012 stated that "The recruitment of HET staff under the existing Grafton contract was not covered by a formal variation of contract as it was considered at the time that this was simply an extension of the existing recruitment services and not a variation to the contract".

We note that this member of CPD was advising when the original decision was made (in 2009), and post November 2008 when NIO PU transferred to CPD. This member of CPD staff formally confirmed this in email of July 2012.

Para 3.2

The Treasury Officer of Accounts response states that 'Only at one meeting, held on 18 March 2009 was there discussion about the inclusion of HET staff.' This is factually inaccurate.

Discussion about the inclusion of HET staff was also noted and minuted by the same member of CPD staff on 3 June 2009, 10 September 2009, 16 December 2009 and 26 February 2010.

Para 3.3

See comments under para 3.1 above.

Para 3.5

As noted in the Meeting of 20 March 2009 (which the same member of staff attended on behalf of CPD) it was raised (and minuted) by the PSNI Legal Adviser that 'Risk - Grafton could take PSNI for breach of contract for not using them' and 'Massive risk if TVF is extended after 1 April 2009 – Grafton challenge'.

Subsequent to this, the contract was extended by CPD.

Para 3.6

The record of formal correspondence is evidence that the statements included in the email of the 17 July 2012 are a summary of agreement between Mr Browne and the same member of CPD staff on behalf of their respective organisations – PSNI and CPD, and confirm what was actually agreed with NIO PU and CPD in the past.

I hope that the Committee find these points of information and clarity helpful in their deliberations.

Yours sincerely
Ryan Henderson

RYAN HENDERSON
Superintendent

Michaela Boyle
Chairperson
Northern Ireland Assembly
Public Accounts Committee
Room 371
Parliament Buildings
BELFAST BT4 3XX

Copy to: Fiona Hamill DFP
Nick Perry, DOJ

Correspondence of 29 March 2013 from Mr Matt Baggott

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 12\6976-2

29TH March 2013

Dear Mr Dallatt

PAC INQUIRY INTO PSNI USE OF AGENCY STAFF

I write in response to your letter of 1 February 2013.

I would like to apologise for the length of time it has taken to provide this response to you but, as I trust you can see from the information provided, we have hoped to be as fulsome as possible in our response.

In response to the first paragraph of your letter, dated 1 February 2013, there are two specific sections to this request which are addressed separately below:

The first part referred directly to a previous response but seeking additional information for the years prior to 2012, again on the breakdown of number of ex officers successful.

These documents are available from 2009 and the information has been shared with PSNI to cross reference against personnel records. The findings are as follows:

- In 2009 1269 CVs were sent, 324 CVs were successful, 284 of these were unique individuals. PSNI has checked their records to identify which of these candidates had experience as a police officer in PSNI, it is our understanding that of these 284 individuals 192 were ex police.
- In 2010 1237 CVs were sent, 425 CVs were successful, 402 of these were unique individuals. PSNI has checked their records to identify which of these candidates had experience as a police officer in PSNI, it is our understanding that of these 402 individuals 265 were ex police.
- In 2011 602 CVs were sent, 254 CVs were successful, 236 of these were unique individuals. PSNI has checked their records to identify which of these candidates had experience as a police officer in PSNI, it is our understanding that of these 236 individuals 159 were ex police.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



The second part requested additional information as follows "*of the 493 CVs provided in 2011-12 how many were those of former police officers?*". The answer below also gives some additional breakdown to the previous data which referred to the number of CVs and not individuals. It is hoped that the clarification below will be helpful.

From the 493 CVs forwarded for roles in 2012, 323 records were unsuccessful - from the 323 records there were only 202 actual individuals - from the 202 individuals, we understand that 59 were ex police. 170 records were successful - from the 170 records there were only 139 individuals - from the 139 individuals, we understand that 74 were ex police.

The reference in the earlier letter to "employees (as the term is normally understood)" was intended to cover individuals who were permanent employees on Grafton's payroll. This was to differentiate such people from temporary workers who had that relationship with Grafton. The distinction was drawn as it was not clear what the intention was in the question. For completeness, the details of individuals who were previously engaged as temporary workers were also provided.

There are currently eleven individuals engaged on Fixed Term Contracts (FTCs) which were awarded without open competition. Of them, eight have previously been engaged as temporary workers. This was the substance of question 9 in the PAC's letter of 7 December 2012. There was an FOI question on this point but it was not limited to former temporary workers and was answered accordingly. One of the FTCs awarded without competition has only come to pass in the last two weeks and so was not included in either the previous PAC response or the FOI response. Details of all these appointments are set out in the attached table.

The following are the answers to the particular questions posed:

- Of the 11 individuals, 8 were previously engaged as temporary workers prior to being given FTCs.
- The table below shows the dates of the commencement of the FTCs and their projected end dates. It also shows the temporary contract dates and the duration in weeks of that contract.
- You will note from the table that one of the individuals has held two fixed terms contracts and an associate contract in the interim. He is included in the 8 individuals who have previously been engaged as temporary workers. This refers to the period when he was engaged as a temporary worker, prior to his current FTC.

District	Temp contract prior to FTC	FTC DETAILS		As Agency/Associate Member of staff					
		Start date of FTC	Projected end of FTC	From	To	Week(s)	From	To	Week(s)
HR DEPT	Yes	01.07.11	30.06.13	01.09.09	30.06.11	95.29			
HR DEPT (2 CONTRACTS)	No	12.04.10	30.04.11						
	Yes	01.07.11	21.06.13	05.05.11	30.06.11	8.00			
CRIME OPS	Yes	11.04.11	10.04.13	01.04.11	08.04.11	1.00			
CRIME OPS	Yes	11.04.11	10.04.13	06.12.10	08.04.11	17.57			
CRIME OPS	No	18.04.11	17.04.13						
CRIME OPS	Yes	03.05.11	02.05.13	01.04.11	02.05.11	4.43			
CRIME OPS	Yes	11.04.11	10.04.13	14.04.10	21.04.10	1.00	06.12.10	08.04.11	17.57
CRIME OPS	Yes	11.04.11	10.04.13	01.04.11	08.04.11	1.00			
CRIME OPS	Yes	11.04.11	10.04.13	01.04.11	08.04.11	1.00			
	No	01.02.05	31.01.09			0.00			original ftc
HET	No	01.11.08	31.10.10			0.00			new ftc
HET	No		31.03.11			0.00			extension
HET	No		31.03.13			0.00			Extension
SID	No	11.02.13	10.03.14						New ftc

The justification for each appointment has been provided by the Director of Human Resources as follows:

- **HR Department (Director of Human Resources)**

- 1 The Head of Resourcing post is long standing dating back from the amalgamation of officer and staff personnel branches in early 2002. This role has been pivotal in recent times to the development of the longer term resourcing strategy to define an 'affordable' HR Distribution Plan and then each year to broker through consultation the annual plan for approval by the RDR Committee. The plan, when agreed, informs the selection programmes and facilitates transfers/appointments across the Service. This responsibility is largely taken for granted but is both challenging and time consuming. Previously, the role contributed to a very significant degree to the Strategic Review in 2009, the Rank Ratios reduction in 2008/09, the Rank Ratios reductions in 2009/10 and the delivery of the 30% Catholic representation before that. The FTC was awarded to the individual because he has extensive relevant experience to meet the current and emerging challenges.

The offer of the FTC was done to meet two particular challenges:

The need to continue the detailed and complex work related to the development of an 'affordable' HR Distribution Plan. Because of the size of the pay budget, this is the critical aspect of the organisation's financial planning. That remains the case. The individual was uniquely placed to do this with his understanding of the complexity of the issues drawn from his

previous experiences. Additionally, his skills and abilities allowed him to undertake the work quickly and effectively. The assessment was that there was no one who would have been as effective among his peer group. The HR function is widely regarded as being too expensive. The position has been confirmed recently by the HMIC and KPMG assessments. Against that background, it would not have been preferable to fill the post substantively. That decision has been vindicated by the HR Review, with the RDR Committee accepting the principle to reduce the number of posts at this level was at its most recent meeting. It could be argued that the FTC should have been advertised but it was concluded that the cost could not be justified when balanced against the individual's experience.

2 Contract Manager

The need for someone with operational experience to secure savings under the Managed Service Contract was identified as Resource were forced to take on the responsibility of the previous contract holder three months earlier than planned in June 2009, in difficult circumstances. This was seen as a temporary requirement to properly identify PSNI's real operational need and obtain cost savings as the new contract commenced. No other HR Department resource was available or competent to undertake this work. The post was never intended to be permanent, as previously explained, it was considered temporary to enable the Managed Service contract to bed in, with the intention thereafter of determining whether the contract could be managed within existing departmental resources. Intervening events were the need driven by organisation resource/modernisation grounds to expand the Managed Services Contract. Secondly, demand exceeded expectation, due to expansion into areas not foreseen by operational colleagues, the scope and the value of the contract maximised. This meant that the contract had to be re-tendered two years post commencement to comply with procurement advice as opposed to a hoped for duration of five years. The need to find £135m savings in this CSR period provided additional impetus.

Critically, PSNI became aware that as the re-tender was about to commence the individual on a temporary contract had been approached by a potential bidder to offer him a permanent position in their bid team (note the bidder subsequently engaged another senior retired officer to advise them on their bid). In the interests of competition and value for money time was of the essence and an internal/external competition would not have met the organisational need. To meet the operational requirement of the Managed Service Contract, we would have been required to appoint a serving police officer to the role. This solution would not have met with support from colleagues as another organisational priority was to maximise police officers in operational roles. Even if a serving officer had been released, such action would not have compensated for the loss of the individual's knowledge. Such knowledge imparted to a bidder would have put at risk PSNI's ability to maximise best value for the public purse. PSNI therefore moved to offer the individual a two year contract, on the basis of a 25 hour working week, to see through the procurement of a new contract and its bedding in. The new contract, valued at circa £180m over seven years, commenced on 1 September 2012 and on rates lower than those previously available.

- **Crime Ops (ACC Crime Ops)**

Within Special Operations Branch there are three specialist areas of Firearms, Surveillance and Intelligence. Under the Voluntary Severance Scheme PSNI had lost significant training capacity. PSNI was unable to backfill these officers from operational teams due to the current security situation and also organisational shortage of officers in these roles.

At this time PSNI had Surveillance and Specialist Firearms courses ongoing, with a further Surveillance programme about to commence. In order for these training programmes to continue, and to provide business continuity, we required seven trainers to be employed. In addition to the District Trainer role profile, the area of skills, knowledge and experience was enhanced given the specifics of this role. All candidates needed to have a Police Trainers Certificate or Firearms Training Certificate and they would have responsibility for training, mentoring and supervising candidates in exercised environments.

This option provided the opportunity to allow C4 officers who were used to supplement the training numbers to be utilised back within operational duty.

PSNI Crime Operations identified two options to solve the problem:

- 1 Recruit the seven trainers on a temporary basis, via our Recruitment provider, based on the agreed role profile and grade.
- 2 Recruit the seven trainers on a two year FTC, in line with the security bid funding, in order to increase our capability within the specific areas of Specialist Operations Branch. This again would be based on the agreed role profile and grade of Executive Officer 1.

PSNI Legal Services Department initially advised that these staff could be hired per option 1. However, within a very short period of time, Legal Services reversed their initial opinion and subsequently advised that under the Firearms Northern Ireland Order 2004 staff could only lawfully execute their responsibilities as direct employees of the Chief Constable.

The specialist skill sets demanded by ACPO National Standards are only found amongst select groups of serving or retired police officers. Accordingly, to avoid reduction in operational capability, these staff were offered FTCs.

- **SID (Director of Human Resources)**

I can advise in respect of the recent FTC (commencing on 11 February 2013) without competition, that this arose as a result of an administrative error within Human Resources, resulting in the individual being unable to be given a place on a Student Officer Training Course, before the last intake of student officers. It would have been inappropriate, given the financial commitments involved to have a dedicated student officer training programme for one individual alone. The individual is being engaged by PSNI in a civilian role until such time as the first

available opportunity to take up a place on the next Student Officer Training Course.

- **HET (ACC Crime Operations)**

Crime Operations Department has advised that in respect of the FTC in HET that this was initially for a four year period commencing on the 1 February 2005, renewed in November 2008 for a period of two years and further extensions up to the present day. This contract has been awarded on the basis that Mr David Cox has unique experience and knowledge of the work at HET, with extensive links with NGOs and other Government Departments. His contract has subsequently been renewed, consistent with the perceived finish dates of the Historical Enquiry Team, which you will be aware have been extended themselves.

In each of these cases very particular circumstances pertained. In each of the cases the running of a competition would have been a waste of public funds and in fact been neither open nor transparent as the outcome would have been inevitable.

In none of the cases referred to is there any suggestion that the individuals *did not* have the capability to discharge their functions completely.

Further to the Committee's Question 13, we note that you wish us to explain the difference in practical terms between consultants and external advisers, as well as confirming how many external advisers are currently employed by PSNI and of those how many are allocated offices in the PSNI Estate?

PSNI has defined consultants and those providing other professional services based on the DFP (Guidance on the Use of Professional Services, including Consultants). This Guidance defines consultancy services as ad hoc consulting requirements to provide advice, identify options. Typically, consultancy will be a specific, finite or one-off task or project which provides advice or identifies options. Other professional services relate routine business and implementation of advice or options identified by consultants. This latter category would include external advisers. In order to fully answer the question contained in your letter of 1 February 2003, we have included categories of services as services which PSNI avails of from external providers. None of the individuals or companies named below are employed by PSNI but are included in this letter as we do engage their services.

You will appreciate that where we have named individuals in this attached table and would ask that, given the very real security threat that exists amongst PSNI staff, officers and those providing their services to us, this attached list be regarded as confidential.

- PII Adviser – Engaged on a direct award contract due to expire on 13 May 2011. This individual does have an office allocated on PSNI premises.
- Three Non-Executive Members of PSNI Audit and Risk Group – one individual was originally recruited through external competition on 1 March 2005, with a series of extensions to his contract, currently due to expire on 28 February 2014.

The second individual was appointed through external competition on 1 October 2008, with a series of extensions of his contract, currently due to expire on 30 September 2014. The third individual was appointed on 1 October 2012 as a temporary/interim appointment for a period of 13 months.

- Two mentors appointed to provide advisory services to the Northern Ireland Community Safety College at Desertcreat. The first has been engaged since 1 December 2010 and the second since December 2010.

There are a number of contracts which PSNI have also engaged in with external firms. These include KPMG; John Kremer (providing equality impact assessment, providing EQIA processes for speedy justice – testing purchasing alcohol); David Downey of Concordia for Causeway Project; Assidua (IT) Services; Queens University of Belfast (QUB), (demand modelling); Business Assistance Analysts (provided under the PSNI Fujitsu Support Contract); KPMG; Efficiency and Knowledge Support Unit from the College of Policing; Translator Contract (Policing with the Community Contract). This is not an exhaustive list as I have not included contracts which have been procured through the Procurement and Logistics Services.

In addition to these contracts PSNI also has a contractual relationship with a number of forensic medical officers. Each forensic medical officer is retained on an individual contract and work within the custody units of PSNI.

In addition to all of the above, PSNI also enter into ad hoc arrangements as necessary with the following groups of people:

Soil Analysts;
Voice Analysts;
Subject matter experts for certain investigations.

PSNI have volunteering arrangements with the following groups in respect of training:

Victim Support;
NIR;
Women's Aid;
Labour Relations Agency;
Cithrah;
Alternatives;
Social Research Associates (a contract which is held with HOUR, of which PSNI Equality and Diversity Unit has a part);
Barnados;
Good Morning Newtownabbey;
RNIB;
Northern Ireland Youth Justice;
PONI;
Coroners Officer;
Assert;
Wave;
Newtownabbey Borough Council;

Autism Society;
FASA.

I appreciate that I may have gone further than the definition of consultant and external adviser but as referred to above I wish to provide a fulsome and open response.

I still await final details of some other relationships, such as those laid out above but I am conscious of the length of time since receiving your letter and so will undertake to return to you with these final details as soon as they are to hand.

I am aware that in some cases the merit principle has been set aside. In order to provide me with assurance that all current and future issues of governance, stewardship, policy and practice have been appropriately addressed, I would advise the committee that I have requested PSNI's Internal Audit to carry out an assessment of all PSNI contractual arrangements. I am very content to forward to you their findings when they are received.

Yours sincerely

Matt Baggott

MATT BAGGOTT

Mr Dallatt
Deputy Chair Person
Public Accounts Committee
Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX

Correspondence of 9 April 2013 from Ms Fiona Hamill

Fiona Hamill
Treasury Officer of Accounts

Central Finance Group
Room P3
Rathgael House
Balloo Road
BANGOR BT19 7NA
Tel No: 028 91858128 (x 68128)
email: fiona.hamill@dfpni.gov.uk and



Ms Michaela Boyle
Chairperson
Northern Ireland Assembly
Public Accounts Committee
Room 371
Parliament Buildings
BELFAST
BT4 3XX

9 April 2013

Dear Michaela

PAC inquiry into PSNI Use of Agency Staff

Thank you for your letter of 26 March seeking further clarification on two issues in connection with the above inquiry. I have sought input from CPD on these matters and have provided the answers below.

The mechanism for CPD to refer cases to the Procurement Board when it becomes aware that its advice is not being followed was introduced in November 2011 as part of an initiative on Consistency and Assurance of Best Practice in Public Procurement.

With regards to the procedures in place in departments in which off-payroll arrangements are being used I can confirm that CPD contract documentation requires potential suppliers to confirm they are compliant with all statutory requirements relevant to their business and the subject of the contract. Similarly the Public Contracts Regulations allow suppliers to be excluded from tendering should they not meet their obligations in respect of payment of taxes. This is not a mandatory exclusion.

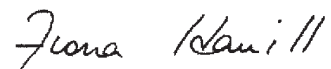
Furthermore, CPD are proposing that NI follow the GB line where contract clauses will be included that allow sufficient remedies, including termination, should non-compliance occur during the contract term. Suppliers will also be legally obliged to inform departments of any change in status following award of contract.

DF1/13/231724

The GB proposals also seek to introduce new rules which will require suppliers, during the selection stage of all central government contracts above the EU thresholds, to confirm they are in compliance with the rules governing tax.

I trust you will find this helpful.

Yours sincerely

A handwritten signature in cursive script that reads "Fiona Hamill".

FIONA HAMILL

DF1/13/231724

Chairperson's Letter of 7 May 2013 to Mr Matt Baggott

Public Accounts Committee

Matt Baggott
Chief Constable
PSNI

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

07 May 2013

Dear Matt,

PAC Inquiry into PSNI: Use of Agency Staff

Thank you for your comprehensive letter of 29 March. In this letter you undertook to return to the Committee with the final details of some other consultant/professional adviser relationships. I would be grateful if you could now provide these.

Also, in respect of the consultant/professional adviser details you have already provided, please specify whether or not they are allocated offices in the PSNI Estate; as it is not clear from your letter in each case whether the locations you mention are PSNI facilities.

Your last paragraph reads "I am aware that the merit principle has been set aside.. I have requested PSNI's internal audit to carry out an assessment of all PSNI contractual arrangements". Please provide an overview of the capacity of PSNI's internal audit function to provide you with assurance on the range of pertinent governance and stewardship issues.

I would appreciate your assistance with these last queries by return.

Yours sincerely,



Michaela Boyle
Chairperson
Public Accounts Committee

Chairperson's Letter of 8 May 2013 to Mr Matt Baggott

Public Accounts Committee

Mr Matt Baggott
Chief Constable
PSNI

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

Matt a chara,

PAC Inquiry into PSNI: Use of Agency Staff

Thank you for your letter of 29 March. Many of the issues raised therein were the subject of exchanges with the PSNI at the evidence hearings last autumn and it is welcome to now have a response.

In this letter you undertook to return to the Committee with comprehensive details of some other consultant/professional adviser relationships. I would be grateful if you could now provide these.

Also, in respect of the consultant/professional adviser details you have already provided, please specify whether or not they are allocated and /or given use of offices within or on the wider PSNI Estate; as it is not clear from your letter in each case whether the locations you mention are PSNI facilities. Where there is confirmation that these individuals are allocated / have use of offices on or within the PSNI estate, please indicate whether the Policing Board was sighted on these arrangements. Furthermore, please provide a copy in each case of the costs imposed for use of equipment (computers / photocopiers); phonelines; overheads (electricity / heating); and any expenses incurred by the PSNI consultants / advisers.

Your last paragraph reads "I am aware that the merit principle has been set aside.. I have requested PSNI's internal audit to carry out an assessment of all PSNI contractual arrangements".

The Public Accounts Committee Inquiry is ongoing. For the Committee to investigate and assess the arrangements to which you refer, I would be grateful if you despatch to the Committee as a matter of urgency all of the documentation on which commentary has been provided in your letter.

Clearly, the fact as you say that "the merit principle has been set aside" may provoke further questions from the Committee and I would be most grateful for your co-operation with this matter.

I understand that a plan is in draft to reduce reliance on agency staff. Please supply the Committee with a copy of this. I would also be grateful if you could confirm whether the Policing Board is aware of this plan.

I would appreciate your assistance with these important and outstanding matters at your earliest convenience.

Yours sincerely,

A handwritten signature in black ink that reads "Michaela Boyle". The signature is written in a cursive style with a large initial 'M' and 'B'.

Michaela Boyle
Chairperson
Public Accounts Committee

Chairperson's Letter of 15 May 2013 to Mr Matt Baggott

Public Accounts Committee

Mr Matt Baggott
Chief Constable
PSNI

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

15 May 2013

Dear Matt,

PAC inquiry into the Use of Agency Staff

At the Committee's meeting of 8 May, members agreed to marshal all outstanding queries relating to this inquiry. After consideration at today's meeting, the Committee agreed to request the following from you.

- Clarification of the relationship between Grafton agency contracts and the Resource Ltd managed services contract. In particular, were the roles previously allocated to agency / associate staff subsumed into the Resource 'managed service' contract, and if so, when; how many roles were transferred in this way; and whether any of the agency/ associate staff employed by Grafton were transferred to Resource.
- Please provide and put in context a copy of standard tender specification and contractual documentation you referred to that now stipulates associate / agency staff will be accountable to the Police Ombudsman;
- How many of the posts earmarked for agency/ associate staff since 2001 were civilian support staff roles which could have been advertised under the PSNI civilianization programme?
- How many of the posts earmarked for agency/ associate staff since 2001 required employees to be authorized to use police powers?
- In confidence if necessary, please detail the profit margins secured by Grafton and by Resource in each of the contracts awarded during this time for the provision of agency/ associate staff.
- In respect of the questions of 8 May relating to costs and overheads of consultants, for illustration please provide these details as they apply to the case of Supt F who was the subject of a case study in the NIAO report.

I would be grateful to receive your reply by midday 29 May 2013.

Yours sincerely,

John Dallat
Deputy Chairperson
Public Accounts Committee

Correspondence of 17 May 2013 from Mr Ryan Henderson

Personal, Professional, Protective Policing



**SUPERINTENDENT RYAN HENDERSON
CHIEF CONSTABLE'S OFFICE**

Our Ref: Com Sec 13\5276

17 May 2013

Dear Chair,

I am writing on behalf of the Chief Constable.

For your information, I have enclosed a copy of the Chief Constable's reply to correspondence he received from Mr Gerry Kelly MLA on 14 May 2013. I understand from Mr Kelly's letter that he has provided you with a copy of his letter to the Chief Constable.

In his correspondence Mr Kelly indicates that the Public Accounts Committee may feel that questions asked by members some months ago remain unanswered. Mr Kelly does not provide any further detail.

Although he is not aware of any outstanding matters the Chief Constable is, of course, understandably concerned that this may be the case. To that end, he wonders if you would be able to clarify the position and, should it be the case that there are questions that have not received a response, he would kindly ask that those are identified so we may address the points raised.

In this way it is hoped we may be able to reassure Mr Kelly whilst supporting the Committee in their work.

*Yours sincerely,
Ryan Henderson*

RYAN HENDERSON

Michaela Boyle
Chairperson
Public Accounts Committee
Northern Ireland Assembly
Room 371
Parliament Buildings
Ballymiscaw
BELFAST BT4 3XX

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561614 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 13\5276

16 May 2013

Dear Gerry

Thank you for your letter of 14 May 2013. I look forward to supporting and working with you as the Chair of the newly formed Resources Committee.

You cover a number of matters and I shall endeavour to deal with each in turn.

Throughout the Public Accounts Committee enquiry process we have sought to keep the Policing Board informed of our dealings with the Committee. The evidence provided to the Committee will, I understand, all be a matter of public record. I am concerned, of course, that your letter suggests that you feel information provided to the Public Accounts Committee had previously been requested by Board members and was not given. I would be most grateful if you would outline precisely what was requested and when to help me further understand the issue. I do not want the Board to be under any misapprehension in this regard.

I have written separately to the Chair of the Public Accounts Committee to enquire if members feel that questions asked to date have not yet received a response.

I have previously acknowledged the potential public confidence issues arising from this matter and would expect and welcome scrutiny, in due course, but equally I do not believe it unreasonable to expect such scrutiny to be evidence based and objective. It is important that the PSNI is held to account over decisions in a fair and reasonable manner.

You make reference to a policy of rehiring. No such policy document exists. You also make reference to 'job fixing'. That is a serious allegation and I would invite you to substantiate any concerns.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



The Committee has extended their enquiry to look at areas other than the use of associate staff and we are doing our utmost to provide them with the information they seek. For clarity, I have brought to the attention of the PAC and Policing Board the award of twelve *Fixed Term Contracts* in which the 'Merit Principle' was set aside. This is distinct from the type of worker engaged as 'associate staff'. You will be aware that public sector guidance makes provision for this with certain caveats. Given the small number of cases in which the Merit Principle was set aside you will recognise that it is only by exception that this has occurred. The Public Accounts Committee has asked for documentation relating to those decisions and this will, of course, be provided.

As outlined to the Board, I have asked that Internal Audit undertake a review of these contracting arrangements. I am professionally obliged to take steps to satisfy myself that an appropriate framework of governance and assurance measures is in place to monitor and guide our decision making. To that end, I felt it entirely appropriate to seek such reassurance and in my professional judgement this could not wait until the conclusion of the PAC process. In no way does this conflict with the ongoing PAC enquiry, indeed we are currently providing them with information on Internal Audit. When complete the PSNI Audit and Risk Committee will consider the Audit findings. A Policing Board representative attends this Committee as an independent observer.

It is unclear what is meant by your comments about the Internal Audit function. This function is currently outsourced and the Internal Audit referred to is currently being undertaken by Deloitte. Perhaps you would be good enough to look again at this element of your letter as I am unsure as to what is being asked?

I understand, of course, your desire to examine this issue further, however I would ask that with due deference to the work of the PAC such debates should be left until that enquiry is finalised. This is a point upon which I know that the Chief Executive and I are in agreement. I note you also agree with me that the PAC enquiry has primacy, which I welcome.

Given that their report is yet to be published, I would invite you to refrain from using language that could be interpreted as prejudging the issue or to be disproportionate. Use of the terms 'grave', 'revolving door' and 'job fixing' are subjective. They do not feature in the conclusions of the NIAO report and as the PAC has yet to publish their findings cannot be attributed to that Committee's recommendations. I understand from your letter that the Resources Committee is also yet to discuss the matter so these conclusions are clearly not written on their behalf.

I would caution that prejudging the PAC findings in such a manner, and without an evidence base, may place the Board in a difficult legal position with regard to holding the PSNI to account following the PAC enquiry, as well as opening other potential liabilities.

Finally, with regard to the recently published CJI(NI) report 'Finding the Balance: Matching Human Resources with Priorities in the Police Service of Northern Ireland' an Action Plan is in development which shall, of course, be shared with the Board and forwarded to the Chief Executive in due course.

I have copied this correspondence, and your correspondence, to the Chair and Vice Chair of the Public Accounts Committee and the Chair and Chief Executive of the Policing Board.

Yours sincerely,

Matt

MATT BAGGOTT

Copy to: Chair and Vice Chair, Public Accounts Committee
Chair and Chief Executive, NIPB

Gerry Kelly MLA
Sinn Féin Policing Spokesperson
R331 Parliament Buildings
Stormont
BELFAST
BT4 3XX

Gerry Kelly, MLA

**Sinn Féin Policing Spokesperson
R331 Parliament Buildings
Stormont, Belfast
BT4 3XX**



Fón: (028) 90 521471 Facs: (028) 90 521488 R-Phost: policing.sinnfein@gmail.com

Matt Baggott
PSNI Chief Constable
Police Headquarters
Knock, Belfast

14th May 2013

Matt a chara

At a recent meeting of the Policing Board, I put on public record my gratitude to you for releasing information in your correspondence (29th March 2013) to the Policing Board chairperson. The disclosures to the Policing Board and the Public Accounts Committee (PAC) pertain to the on-going inquiry into the PSNI's policy of rehiring retired police officers.

As I said then at the public meeting of the Policing Board, many of the questions answered in your correspondence to the vice chair of the PAC had been asked by myself and my colleagues on the PAC several months ago.

Other public representatives and I have raised questions with you about a 'revolving door' operating inside the PSNI. One of the examples highlighted has been the arrangements for hand-picked individuals to be given jobs without open competition, in some instances, by their former co-workers. I wish to record my concern that the disclosures now made by the PSNI confirm suspicions previously expressed by myself and Assembly colleagues at the unfairness of job fixing for individuals (re)hired into the PSNI as 'associate' staff. The evidence in fact supports the contention that legislation relating to fair employment and equality in employment was disregarded by the PSNI. I hope you agree that this is a very grave matter which pertains directly to matters presently under inquiry by the PAC.

As you will know, the Policing Board has a statutory duty to ensure that the measures put in place by the PSNI for recruitment are effective in achieving a fully representative workforce. Clearly, the methods and rationale used by the PSNI to appoint the individuals concerned is directly relevant to the statutory duty of the Policing Board and, if there has been unfairness and / or inequality in recruitment procedures then it is a matter which the Policing Board must probe with rigour. Your thoughts on how the PSNI might facilitate the Policing Board in fulfilling its duty would be welcome, without prejudice to the PSNI's own legal requirements in relation to the fulfilment of s.75 N.I. Act 1998 and the adherence to Fair Employment law.

As already noted, your letter was tabled at the Policing Board and the Board's new Resources Committee, which I will Chair, is not convening until the 23rd May. I'm sure you'll agree with me that this is an urgent matter requiring immediate attention, not least because the PAC inquiry remains extant. Therefore, I will be putting this subject on the agenda of the first meeting of the Resources Committee and I would welcome your response in advance.

Your letter also states that you propose to refer the matter to the PSNI Internal Audit to carry out a review of these arrangements. I would point out that the PAC inquiry has primacy in these matters at this time so I do not consider that it is an appropriate measure for the PSNI to refer this matter to its own Internal Audit, especially while the PAC inquiry is extant.

Furthermore, I note that questions have actually been raised during the PAC hearings about the arrangements for the PSNI Internal Audit. The Permanent Secretary of DoJ acknowledged that the questions which surrounded that subject remain unresolved. I am also informed that the PSNI has actually taken steps to replace its Internal Audit and since this function is outsourced and is out to tender at present. As such, I do not believe that referring these matters to Internal Audit can engender the necessary confidence or expedite an effective investigation into this episode in the broader controversy of retiring and rehiring.

In exchanges between the Policing Board and the PSNI during the last 2 years, it has been widely acknowledged that the operation of a 'revolving door' inside the PSNI has brought policing into disrepute and created collateral consequences for serving staff and officers, as well as those who might otherwise consider a career in policing. With that in mind, I would ask for your response to the findings and recommendations by the Criminal Justice Inspectorate in its most recent report "*Finding the Balance : matching human resources with priorities in the PSNI*" (May 2013). If the PSNI has drafted an Action Plan to implement the CJI recommendations, please forward that to me for sharing with the Resources Committee.

I look forward to your response which I will discuss with members of the Resources Committee when it convenes and with other members of the Policing Board. In the meantime, in the interests of supporting the work of the PAC as it works to complete its inquiry, I am copying this letter to the Chairperson of the PAC.

Is mise

Gerry Kelly, MLA
Chairperson designate - Policing Board Resources Committee

Cc: Michaela Boyle, MLA, Chairperson,

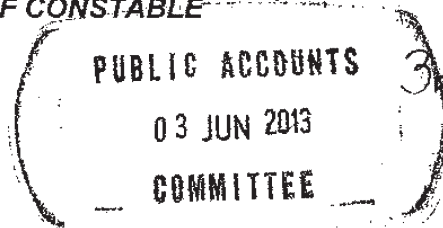
Correspondence of 3 June 2013 from Mr Matt Baggott

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 12\6976-2



3rd June 2013

Dear Michaela.

PAC INQUIRY INTO PSNI USE OF AGENCY STAFF

Thank you for your correspondence of 8 May 2013. In addition to the information contained in our correspondence of 29 March 2013, I can advise that PSNI have availed of consultancy services from -

- Victim Support
- Women's Aid (these are part funded positions as distinct from the voluntary services mentioned in our last correspondence).
- Northern Ireland Fire & Rescue Service
- PRRT
- NISRA Consultancy for Pay Remits
- BDO Consultant for Negative Equity Business Case
- Eventful for Highly Commended Ceremony
- College of Policing
- Galloway Associates (Training providers)
- Playhouse
- Autism (again this is paid service as opposed to volunteer)
- On the Move
- University of Glamorgan
- Dr G Phillips & Associates
- Mass Spec Analytical Ltd
- FHC Experts for Law.
- Two individuals from Barnardos, and Women's Aid along with a Social Worker engaged in enquiries and investigations involving Child Abuse, Domestic Abuse, Offender Management and Vulnerable and Missing Children.
- Two Consultant Psychiatrists providing medical services to OHW.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk

In respect of this list and the previous list contained in the correspondence of 28 March 2013, I can advise that the PII Adviser and the Consultant Psychiatrists have allocated offices in the PSNI Estate. In the case of the PII Adviser this is at the insistence of the PSNI given the highly national security status of the documentation being considered by the PII Adviser.

In respect of the two Consultant Psychiatrists the rationale behind allocating them offices is to ensure that records will not be held outside of OHW and police premises.

Given that the individuals currently engaged in this work are attending at PSNI premises at the insistence of PSNI, costs are not imposed on these groups for the use of equipment or the other items listed in your correspondence.

Following clarification from the Committee Clerk, I understand that you require papers about the occasions when the Merit Principle has been set aside. I understand that request relates to -

1. An overview of the 'Internal Audit' – Who it is, their capacity and intended finishing date.

I can advise that the internal audit is being conducted by Deloitte and it is anticipated that their report will be finished within the next four weeks.

The internal audit function was procured through open competition. Deloitte report findings to the PSNI Audit and Risk Committee, a committee formed from an independent Chair and two independent non executive directors, which is in turn observed by colleagues from the Policing Board, Department of Justice and the Northern Ireland Audit Office.

2. TOR for Internal Audit relating to those contracts which we had previously identified where the Merit Principle was set aside.

Terms of Reference enclosed (Tab 1)

3. Copies of decision making documents and business cases for Fixed Term Contracts where the Merit Principle has been set aside. Parts of this documentation have been redacted as they relate to details of operational capability or legal advice in respect of which privilege has not been waived.

Post in Service Improvement Department (Tab 2)

Post in HR – Head of Workforce Planning and Resourcing (Tab 3)

Post in HR – Resource Contract Manager (Tab 4)

Post in Crime Operations Department – SOB Trainers (Tab 5)

Post in HET – Head of HET (Tab 6)

4. A copy of the Internal Audit findings when complete.

Copies will be provided upon completion.

You have asked for details of a plan to reduce reliance on Agency staff. I can advise that the Organisation, under the auspices of the Risk, Demand, Resource Committee (RDR Committee) have agreed to the following four Strategic Principles:

- All agency staff will leave by 30 June 2013 unless by approved exception.
- Any agency staff remaining would be retained only by the application of the Swedish Derogation Model.
- Longer term it is necessary to build capacity by open recruitment and not rely on agency staff.
- Agency staff will only be deployed into established posts.

These principles are renewed monthly by the PSNI RDR Committee. Decisions are taken in line with these principles at the Resourcing Committee and where appropriate referred to the RDR Committee.

Furthermore, these arrangements are endorsed by the NIAO Review of Agency Staff document, which the Policing Board are sighted upon.

Yours sincerely

Matt

MATT BAGGOTT

Michaela Boyle
Chairperson
Public Accounts Committee
Northern Ireland Assembly
Room 371
Parliament Buildings
Ballymiscaw
Belfast BT4 3XX

Deloitte.

Police Service of Northern Ireland

**Internal Audit Review of Governance Arrangements over
Fixed Term Contracts and Direct Award Contracts**

Terms of Reference

Sponsor: Deputy Chief Constable

OP Plan 2012/2013

I Background and Objectives

As part of the 2012/13 Internal Audit Operational Plan, Internal Audit have been requested by the Deputy Chief Constable to undertake a review of the governance arrangements over fixed term contracts and direct award contracts including the justification, documentation and approval processes associated with both. PSNI is engaged in ongoing discussions with the Public Accounts Committee (PAC) on the issue of temporary workers and other staffing issues. The PAC is particularly interested in the number of individuals engaged by PSNI on fixed term contracts “without an open and transparent competition having taken place”. PSNI have recently provided a response to the PAC and NIPB in relation to this query, in a letter dated 29th March 2013.

This will be an assurance review in line with Public Sector Internal Audit Standards (previously Government Internal Audit Standards).

II Scope and Approach

The purpose of our review will be to:

- Understand the policies, processes and procedures in place around the justification and documentation of fixed term contracts and direct award contract, through discussions with nominated PSNI Management and Staff (to be confirmed with PSNI);
- Consideration of the governance arrangements and approval structures around fixed term contracts and direct award contracts in order to recommendation potential improvements;
- Evaluate the current process in place by which PSNI monitors and reports on fixed term contracts and direct award contracts; and
- For a sample of fixed term contracts and direct award contracts ensure that they were approved in line with applicable guidance and requirements.

Our approach will include the following:

Fixed Term Contracts and Direct Award Contracts

- Discussions with nominated PSNI staff to understand the process in place to ensure fixed term contracts and direct award contracts are identified and monitored by PSNI;
- Sample testing from payroll data and HR ‘new starts’ data to ensure that fixed term contracts and direct award contracts are being appropriately recorded as such;
- Discussions with nominated PSNI staff to understand the justification for the fixed term contract/direct award contracts for a sample of contracts (for example could PSNI have foreseen particular resource shortages to ensure that appropriate skills were available within the organisation?);
- Discussions with nominated PSNI staff to understand the ‘Merit Principle’ and any occasions where the ‘Merit Principle’ has been/could be set aside.
- Review of supporting documentation for a sample of fixed term contracts/direct award contracts to ensure that each was appropriately approved in line with PSNI guidance and broader public sector requirements;
- Consideration of any analysis conducted by PSNI to evaluate the cost of each fixed term contract/direct award contract against the cost of open competition to

- recruit directly for a sample of fixed term contracts;
- Review of supporting documentation to understand any guidance provided from PSNI Legal Services Dept and/or PSNI Procurement Unit in relation to Fixed Term Contracts and Direct Award Contracts;
 - Review of supporting documentation around extensions to a sample of fixed term contracts/direct award contracts to ensure that the basis for the fixed term contract still remained at the time of each extension;
 - Review of PSNI management information around fixed term contracts and direct award contracts.

This approach will include interviews with selected SEB members and contacts from the HR Department (to be agreed with the Deputy Chief Constable).

Reporting

- Regular update / progress reports to the Deputy Chief Constable;
- Provision of verbal update of findings for discussion by 10th May;
- Preparation of a draft report which will outline the following:
 - issue of draft report for management review and comment by 17th May; and
 - issue of final report with management responses and proposed implementation dates.

We will not consider:

- any contracts with which PSNI have engaged external firms to provide advice/consultancy services;
- any contracts in place with forensic medical officers;
- any 'ad-hoc' arrangements with soil analysts, voice analysts or subject matter experts for investigations (as reported to PAC and NIPB);
- any volunteering arrangements with external groups (e.g. Victims Support, Barnardos)

V Preliminary Assessment of Risk

Potential risks may include but are not limited to:

- Unnecessary use of fixed term contracts/direct award contracts where PSNI could reasonably have been expected to foresee a resource requirement; and
- Unauthorised use of fixed term contracts/direct award contracts.

VI Logistics

The Sponsor for this review is the Deputy Chief Constable. Other key contacts include Louise Crilly, Legal Services Department.

The review is expected to take 10 days, including planning, fieldwork and completion of report to finalisation stage and will commence on 22nd April 2013.

The review will be led by Gillian Russell and Stacy Bonar. Other key members of staff will include Stephanie McCormick. We can confirm that the staff involved in the review have been security cleared in accordance with your protocols.

The draft report will be issued to the Deputy Chief Constable, Niall McLaughlin/Mark McNaughten will receive a copy for information purposes as the Internal Audit Contract Manager. The final report will be provided to the recipients of the draft report and the Deputy Chief Constable, with a separate executive summary to the Audit and Risk Committee (ARC). We understand that the Chief Constable wishes to share the final report with NIPB.

VII Acceptance of the Terms of Reference

Deloitte LLP:

Deputy Chief Constable

Appendix I
Reporting Priorities

Classification Level	Service Delivery	Financial Impact/ Fraud/ Misappropriation	Reputational Impact	Quality, Integrity and Availability of Data	Policy/Legal/Regulatory/Governance / Risk Requirements
Priority One	Major failure in service delivery or non-achievement of Departmental/District Plans.	Potential or actual loss in excess of £250,000. AND/OR Any potential/actual fraudulent activity/misappropriation (irrespective of value).	Regional/national adverse media coverage. Major reputational damage resulting in major inability to engage with local communities.	Significant impact on quality/ integrity / availability of data or PSNI critical systems	Absence / significant non – compliance with specific policy/legal/regulatory/governance / risk requirements.
Priority Two	Significant/serious reduction in service delivery or non-achievement of a number of targets in Departmental/District Plans.	Potential or actual loss between £49,999 and £249,999.	Adverse local publicity impacting on PSNI's ability to engage with local communities.	Moderate impact on quality/ integrity / availability of data or PSNI critical systems	Partial non-compliance with specific policy/legal/regulatory/governance / risk requirements.
Priority Three	Little impact on service delivery or achievement of Departmental/District Plans.	Potential or actual loss up to £49,999.	Complaints from individuals. Minor impact on PSNI's ability to engage with local communities.	Limited impact on quality/ integrity / availability of data or PSNI critical systems	Partial non-compliance with policy/legal/regulatory/governance/ risk requirements which have a limited effect.

3 FT C3

- 3.1 Post in Service Improvement
 - a covering letter
 - b contract of employment

- 3.2 Head of Workforce Planning and Resourcing
 - a memo from M Cox to J Stewart
 - b covering email
 - c contract of employment

- 3.3 Resource Contract Manager
 - a contract of employment

- 3.4 Crime Operations Department - SOB trainers & Head of HET
 - a ACC Harris to DEC Gillespie
 - b DEC Gillespie to ACC Harris
 - c R McGucken to ACC Harris

- 3.5 Head of HET
 - a memo from Sam Kincaid to Joe Stewart
 - b handwritten file note; ~~typed file note~~
 - c contract February 2005
 - d contract November 2008
 - e salary review 2008
 - f file note renewal, memos re extension

3.6 Crime Operations - Special Operations
Branch Trainers

- a emails rehearsing legal issue
- b business case for trainers
- c covering mail

**POLICE SERVICE OF NORTHERN IRELAND
External Appointments & Postings, HR Department
PSNI Lisnasharragh, 42 Montgomery Road
BELFAST BT6 9LD**

Telephone: 028 90922500 Fax: 028 90922549

[REDACTED]

Our Ref:

Date: 11 February 2013

Dear [REDACTED]

Please find enclosed your Fixed Term Contract of employment for Executive Officer 1. I would be grateful if you would sign both contracts and return one copy to the above address by Monday 18th February 2013 along with the following completed forms:

Income Tax Form P45 if available or completed p46
Two colour passport photographs
CAF form
New Entrants Details form
Pension Questionnaire
Death Benefit Nominee Form.

Please also enclose your original birth certificate, this will be returned to you immediately.

You should report for duty to Inspector Lorraine Alexander, Service Improvement Department, Urban OCMT, Lislea Drive, Lisburn Road, Belfast at 9.30am on Monday 11th March 2013.

May I take this opportunity of welcoming you to your new post in The Police Service of Northern Ireland and hope that your time with us will be both enjoyable and successful.

Yours sincerely

Stephanie Gray

For Director of HR

NORTHERN IRELAND POLICING BOARD TERMS AND CONDITIONS OF EMPLOYMENT

This document sets out your principal terms and conditions of employment and, together with your offer letter and any rules and procedures published by the Board, constitutes the contract of employment between:

[REDACTED] (employee)

and

NORTHERN IRELAND POLICING BOARD (employer, referred to as the Board hereafter)

Your appointment as a **Executive Officer 1** is for a fixed term which will terminate the day before the first available Police Trainee intake which is expected in early/mid 2014. The fixed term may be terminated at any time before expiry of the fixed term by either party giving to the other one month's prior written notice. This contract may be extended by mutual agreement for a further period following the expiry of the fixed term.

Your employer will be the Northern Ireland Policing Board but in accordance with the Police (Northern Ireland) Act 2000, the Chief Constable manages Civilian Support Staff in the name of and on behalf of the Policing Board.

Your employment as EO1 will commence on **Monday 11 March 2013**.

You will be based within **Service Improvement Department based at Lislea Drive, Belfast** and may be required to work at any PSNI/Board location.

1. JOB RESPONSIBILITIES

Your job title is **Executive Officer 1**. It is the Board's intention that any oral instructions or written descriptions of your job duties should serve as a guide to the major areas for which you will be accountable. Due to the changing nature of the branch the obligations upon you will inevitably vary and develop. The Board reserves the right to require you to undertake any duties, which fall within the remit of the Board's business.

2. SALARY

Your salary on commencement of employment will be **£25,978** per annum and is subject to annual review.

You will be paid monthly by Bankers Automated Clearing Service (BACS) and you will need to advise your Personnel Office, immediately you commence employment, of details of a bank or building society account into which your salary can be paid directly.

An environmental allowance of up to £574 per annum may also be payable.

The appropriate Tax Office is:

H.M.R.C
PD1
Ty Glass
Llanishen
Cardiff CF14 5QZ

Telephone: 028 9266 5230

3. HOURS OF WORK

Your normal hours of work will be 42 hours gross (37 hours nett) per week. You will be expected to work such hours as are necessary to effectively and efficiently discharge the functions of the post. Working hours beyond 42 hours gross per week may be expected on occasion. Flexi arrangements may be agreed locally and where appropriate time off in lieu agreed in line with the Staff Handbook.

4. TERMS AND CONDITIONS OF SERVICE

You have been appointed as a Direct Recruit to the Policing Board. However, your principal terms and conditions are those set out in the Northern Ireland Civil Service Pay and Conditions of Service Code applied and amended from time to time as appropriate for service to the Police. The Staff Handbook is available to view online at <http://handbook.nics.gov.uk/>

5. PROBATION

You will be on probation for the first year of service and appointment will not be confirmed at the end of that time unless we are satisfied that you are qualified in all respects including health, attendance, conduct and performance to carry out your duties. During the trial period your services may be terminated without cause assigned subject to four weeks notice being given.

6. ANNUAL LEAVE

The annual leave year runs from 1 February each year.

In addition to the usual public and privilege holidays, your annual leave allowance will be 25 days per annum on entry rising in accordance with the Pay and Conditions of Service Code. In the first year of employment your annual leave entitlement will depend on the month in which your employment starts. Annual leave may be taken at any time during the year but will be subject to the needs of the Board.

If you leave during the annual leave year, your annual leave entitlement will be reduced on a pro-rata basis.

If you leave employment you may receive payment for any untaken annual leave due to your effective date of termination of your employment normally up to maximum of 10 days. You should note that you will normally be required to take any outstanding leave entitlement reckoned by the Board during any period of notice, unless prevented from doing so by line management.

7. NOTICE

In all cases, other than non-confirmation of your appointment under paragraph 5 or dismissal on disciplinary or inefficiency grounds, should the Authority decide to terminate your employment for any other reason, you will be entitled to not less than one month's notice.

If for any reason other than a disciplinary dismissal the minimum period of notice cannot be given, you will receive pay in lieu of the unexpired period of notice.

Should you wish to terminate your appointment, you are required to give the Board not less than three months notice.

8. SICKNESS

The Policing Board provides a generous sick pay scheme should you be unable to carry out your duties because of illness or injury. This scheme operates on trust and it is up to you to comply with the spirit of the scheme as well as the detailed rules. Consequently, a satisfactory level of attendance is expected of all staff. Sick pay may be allowed at the discretion of the Authority within the following limits:

- Full pay for not more than six months in all during any period of twelve months and thereafter on half pay subject to a maximum of twelve months sick absence in any period of four years or less.
- Sickness absences must be supported by Doctor's Statement or Self-Certification.
- Absence through sickness must be reported to line management on the first day of illness.
- The Policing Board monitor sick absence records of all employees and if an employee's sick record is giving cause for concern he/she may be

referred to the Board's Occupational Health and Welfare Unit. Unsatisfactory attendance may result in an employee's service being terminated.

9. MATERNITY LEAVE

The Policing Board is committed to providing a safe, supportive, productive and harmonious working environment for new and expectant mothers. Police staff are entitled to take 52 weeks statutory maternity leave regardless of their length of service. A pregnant staff member may start her maternity leave at any time after the beginning of the 11th week before the expected week of childbirth (EWC). The Policing Board offer an occupational maternity pay scheme of 18 weeks full pay if the staff member is in paid service at the time her maternity leave begins and providing she has rendered at least one year's paid service. In addition, police staff may agree to work up to 10 Keeping in Touch Days during maternity leave without losing occupational/ statutory maternity pay or bringing the maternity leave period to an end as a result.

10. PARENTAL LEAVE

Parents can use parental leave to spend more time with their children and strike a better balance between their work and family commitments. The reasons for the leave need not be connected with the child's health. Examples of how parental leave might be used include spending more time with young children; to accompany a child during a stay in hospital; to check out new schools; settling a child in new childcare arrangements; taking a child to stay with grandparents. Eligible officers may take up to 13 weeks unpaid leave in respect of each child who meets the qualifying conditions. (The entitlement is 18 weeks in respect of a child who is entitled to a disability living allowance).

11. ACCIDENTS AT WORK

Any accidents at work, however, minor, must be reported to the Health and Safety Officer immediately and recorded in the Accident Book.

12. RETIREMENT

Unless employment is terminated at an earlier date, all staff joining the Board may have a normal retiring age of 65.

13. PENSION

When you start your new job, you are eligible to join the Northern Ireland Civil Service (NICS) pension Principal Civil Service Pension Scheme (NI) (PCSP) arrangements. We offer all new employees the choice of either:

- An index-linked defined benefit pension scheme that currently has a 3.5% member contribution rate. We also make contributions and meet the bulk of the cost of this scheme. Employees will also pay an additional contribution of between 0% and 5.9% depending on annual pensionable earnings; or
- A partnership pension (stakeholder pension) with a contribution from ourselves. Our basic contribution is based on your age, and we pay this regardless of whether you choose to contribute anything. You do not have to contribute if you do not wish to but, if you do, we will also match your contributions up to an additional 3% of pay.

If you previously worked for an employer covered by the NICS pension PCSP arrangements, different conditions may apply. If you have an NICS PCSP pension in payment, you should be aware that the pension scheme rules prevent members from receiving more by way of pay and pension combined on re-employment than they were earning as salary before they retired. This is called "abatement". If you want to know more about how this may affect you, please contact Civil Service Pensions at:

Civil Service Pension
Department of Finance and Personnel
Waterside House
75 Duke Street
Londonderry
BT47 6FP
Tel: 028 7131 9000
Email: cspensions.cpg@dfpni.gov.uk<mailto:cspensions.cpg@dfpni.gov.uk>

If you left the NICS with an early retirement, severance or redundancy package then your existing benefits may be affected if you accept this post. If your service was enhanced (increased) when you left then you will not be able to build up benefits in the defined benefit scheme. If you opt to join our stakeholder scheme, we will not pay employer contributions for this enhancement period but you will be able to contribute if you wish. If you are receiving a pension or annual compensation payment then this may be reduced during your re-employment. If you received a top-up payment under the early severance temporary arrangements then your pay may be reduced during your re-employment.

14. OFFICIAL INFORMATION

You will owe a duty of confidentiality and loyal service and you are required to exercise care in the use of information obtained in the course of your duties and to protect information, which is held in confidence. The rules governing the use of official information and related activities are set out in paragraph 375 of the Pay

and Conditions of Service Code. Any breach of those provisions may result in disciplinary action and in certain circumstances criminal or civil proceedings. You are subject to the Official Secrets Act 1911-1989 and your duty of confidentiality continues after you have left our employment.

15. OUTSIDE INTERESTS

You are expected to give your exclusive service to the post and not at any time engage in any activity, which would tend to impair your usefulness as a public servant. You should not engage in any action, which might in any way conflict with the interests of the organisation or be inconsistent with your position as a public servant. If at any time you are in any doubt about the propriety of engaging in any outside activity you should seek the prior permission.

16. DISCIPLINARY PROCEDURES

The rules governing disciplinary and inefficiency procedures will be in line with paragraphs 1060 to 1096, 1138 to 1150 and 1185 to 1209 of the Pay and Conditions of Service Code. These procedures operate so that employees are treated fairly and consistently and everyone is given a chance to improve their conduct and performance. Please ensure that you read these paragraphs as you are expected to comply with their contents.

17. GRIEVANCES/ BULLYING & HARASSMENT POLICIES

The Policing Board is committed to providing a productive and harmonious working environment. As such, the Grievance Policy is designed to provide both informal and formal mechanisms for all staff to report issues relating to action that the employer has taken or is contemplating taking in relation to the staff member, which has not already been investigated by another process. All police staff raising a grievance must participate in the grievance procedure in good faith, attempt to resolve the grievance through constructive dialogue and have a realistic expectation of what can and cannot be achieved through the grievance procedure. In addition to the informal and formal grievance procedures, the Policing Board offers an independent and confidential mediation service via The Labour Relations Agency.

The Policing Board also has in place a Bullying and Harassment Policy which is designed to provide both informal and formal mechanisms for all staff to report any incident(s) of bullying and/or harassment which arise during the course of their employment. Any complaint of bullying and/or harassment will be treated seriously and dealt with quickly, sensitively and confidentially.

18. EQUALITY OF OPPORTUNITY

The Policing Board is fully committed to Equality of Opportunity in the workplace and as such is committed to providing a working environment that is free from discrimination, victimisation, harassment, bullying and inappropriate behaviour.

All employees of the Policing Board are required to adhere to the terms of its Equal Opportunities Policy, which fully reflects the provisions of current equality legislation; i.e.

- The Fair Employment and Treatment (NI) Order 1998
- The Sex Discrimination (NI) Order 1976 (Amendment) Regulations (NI) 2008
- The Disability Discrimination Act 1995
- The Race Relations (NI) 1997
- Equal Pay Act (NI) 1970
- Northern Ireland Act 1998 (Section 75)

All employees are required to adhere to these provisions in their relations with colleagues and in their dealings with the public.

These and other conditions of service are subject to review from time to time.

Signed _____
(Director of HR)

(on behalf of the Northern Ireland Policing Board)

Date _____

Signed _____

(employee: )

Date _____

RESTRICTED MANAGEMENT

**SUBJECT: HEAD OF WORKFORCE PLANNING – PERSONNEL
BRANCH**

**Mr J Stewart
DHR**

1. We have discussed how to fill the Head of Workforce Planning post on a number of occasions previously. I am writing to set out how to do so temporarily until [REDACTED] becomes available (probably at the end of 2010/11).
2. There are many challenges facing Personnel Branch during 2010/11. The most obvious are the implementation of the Resource to Risk Review; handling the final phase of severance; the wind down of the FTR and the development of the post Patten recruitment arrangements. Additionally, there will be significant HR scenario planning to match to the development of our submission to the next public spending round. For these reasons (and many others) there is a very strong argument for the retention of skills and experience until such time as the post can be filled substantively. It is for this reason I am writing.
3. Realistically, handling the churn and disruption from the Severance Scheme and Implement of the Resource to Risk Review will be the main priority for Personnel Branch during 2010/11. It is not a time to carry a vacancy or to put in place a makeshift arrangement to cover without appropriate level of knowledge and experience. Because of other demands across the organisation, there is no one available to fill this post **at this time**. [REDACTED] will be transferred to it after this temporary role in Resource to Risk Implementation is complete but that is unlikely to be before 31 March 2011. Therefore, I do not see any viable alternative other than to the appointment of [REDACTED] for a temporary period. There is no one else inside the organisation with the relevant experience to meet the challenges.
4. Assuming you accept my logic, the next step is to agree how to fill the vacancy. The most obvious solution would be to re-engage him through Grafton as a temporary agency appointment. This comes with a 30% on cost charge and, more importantly, has an inbuilt instability. Because of the temporary nature of agency appointments, there can be no certainty that [REDACTED] would not leave if a 'better offer' came along. An alternative would be to go to the job marked for a fixed term appointment. This would take time and cost about £26k for Grafton to run the competition. Moreover, the outcome would not be guaranteed. Therefore, I suggest that discretion is exercised to offer [REDACTED] a fixed term contract for the period from early April 2010 to 31 March 2011. This solution, which is justified in the particular circumstances, offers the most certain way of

RESTRICTED MANAGEMENT

meeting the likely challenges in 2010/11 until the permanent replacement is available.

5. I should be grateful for your approval. After that I will make the necessary arrangements. If you wish to discuss, I am content to do so.

Signed

MICHAEL COX
Deputy Director of Human Resources

Ext 69504

15 March 2010

NORTHERN IRELAND POLICING BOARD TERMS AND CONDITIONS OF EMPLOYMENT

This document sets out your principal terms and conditions of employment and, together with your offer letter and any rules and procedures published by the Board, constitutes the contract of employment between:


And

NORTHERN IRELAND POLICING BOARD (the employer, referred to as the Board hereafter)

Your employer will be the Northern Ireland Policing Board but in accordance with the Police (Northern Ireland) Act 2000, the Chief Constable manages Civilian Support Staff in the name and on behalf of the Policing Board.

Your employment as **Head of Workforce Planning and Resourcing** is for a fixed term of 2 years and will terminate on 21 June 2013. The fixed term may be terminated at any time before expiry of the fixed term by either party giving the other one month's prior written notice. This contract may be extended by mutual agreement for a further period following the expiry of the fixed term.

Your employment as Head of Workforce Planning and Resourcing will commence on 1 July 2011.

You will be based within **Human Resources Department, PSNI Lisnasharragh, 42 Montgomery Road, Belfast, BT6 9LD** and may be required to work at any PSNI/Board location.

1. JOB RESPONSIBILITIES

Your job title is **Head of Workforce Planning and Resourcing**. It is the Board's intention that any oral instructions or written descriptions of your job duties should serve as a guide to the major areas for which you will be accountable. Due to the changing nature of the branch the obligations upon you will inevitably vary and develop. The Board reserves the right to require you to undertake any duties, which fall within the remit of the Board's business.

2. SALARY

Your salary on commencement of employment will be £46,364 per annum and is subject to annual review.

You will be paid monthly by Bankers Automated Clearing Service (BACS) and you will need to advise your Personnel Office, immediately you commence employment, of details of a bank or building society account into which your salary can be paid directly.

An environmental allowance of up to £574 per annum may also be payable.

The appropriate Tax Office is:

Moir House
121 Hillsborough Road
Lisburn
BT28 1LA

Telephone: 028 9266 5230

3. HOURS OF WORK

Your normal hours of work will be 42 hours gross (37 hours nett) per week. However, you will be expected to work such hours as are necessary to effectively and efficiently discharge the functions of the post. Working hours beyond 42 hours gross per week may be expected and you may be invited to waive your rights on the restrictions of the Working Time Regulations.

4. TERMS AND CONDITIONS OF SERVICE

You have been appointed as a Direct Recruit to the Policing Board. However, your principal terms and conditions are those set out in the Northern Ireland Civil Service Pay and Conditions of Service Code applied and amended from time to time as appropriate for service to the Police. The Staff Handbook is available to view online at <http://handbook.nics.gov.uk/>

5. PROBATION

You will be on probation for the first six months of the fixed term.

6. ANNUAL LEAVE

The annual leave year runs from 1 February each year.

In addition to the usual public and privilege holidays, your annual leave allowance will be 25 days per annum on entry rising in accordance with the Pay

and Conditions of Service Code. In the first year of employment your annual leave entitlement will depend on the month in which your employment starts.

Annual leave may be taken at any time during the year but will be subject to the needs of the Board.

If you leave during the annual leave year, your annual leave entitlement will be reduced on a pro-rata basis.

If you leave employment you may receive payment for any untaken annual leave due to your effective date of termination of your employment normally up to maximum of 10 days. You should note that you will normally be required to take any outstanding leave entitlement reckoned by the Board during any period of notice, unless prevented from doing so by line management.

7. NOTICE

In all cases, other than dismissal on the grounds of gross misconduct, should the Board decide to terminate your employment for any other reason, you will be entitled to not less than one month's notice.

If for any reason other than a gross misconduct the period of notice cannot be given, you will receive pay in lieu of the unexpired period of notice.

Should you wish to terminate your appointment during your period of employment, other than reason of expiry of the contract period, you are required to give the Board not less than one months notice.

8. SICKNESS

The Policing Board provides a generous sick pay scheme should you be unable to carry out your duties because of illness or injury. This scheme operates on trust and it is up to you to comply with the spirit of the scheme as well as the detailed rules. Consequently, a satisfactory level of attendance is expected of all staff. Sick pay may be allowed at the discretion of the Authority within the following limits:

- Full pay for not more than six months in all during any period of twelve months and thereafter on half pay subject to a maximum of twelve months sick absence in any period of four years or less.
- Sickness absences must be supported by Doctor's Statement or Self-Certification.
- Absence through sickness must be reported to line management on the first day of illness.
- The Policing Board monitor sick absence records of all employees and if an employee's sick record is giving cause for concern he/she may be referred to the Board's Occupational Health and Welfare Unit.

Unsatisfactory attendance may result in an employee's service being terminated.

9. PATERNITY LEAVE

Staff members who are eligible for statutory paternity leave will be entitled to take either one week or two consecutive weeks leave within 56 days of either the actual date of birth or the expected week of birth if the child is born early. The first two days will be paid at the full contractual rate of pay.

10. PARENTAL LEAVE

Parents can use parental leave to spend more time with their children and strike a better balance between their work and family commitments. The reasons for the leave need not be connected with the child's health. Examples of how parental leave might be used include spending more time with young children; to accompany a child during a stay in hospital; to check out new schools; settling a child in new childcare arrangements; taking a child to stay with grandparents. Eligible officers may take up to 13 weeks unpaid leave in respect of each child who meets the qualifying conditions. (The entitlement is 18 weeks in respect of a child who is entitled to a disability living allowance).

11. ACCIDENTS AT WORK

Any accidents at work, however, minor, must be reported to the Health and Safety Officer immediately and recorded in the Accident Book.

12. RETIREMENT

Unless employment is terminated at an earlier date, all staff joining the Board may have a normal retiring age of 65.

13. PENSION

When you start your new job, you are eligible to join the Northern Ireland Civil Service (NICS) pension Principal Civil Service Pension Scheme (NI) (PCSP) arrangements. We offer all new employees the choice of either:

- A high quality, index-linked defined benefit pension scheme that currently has a 3.5% member contribution rate. We also make contributions and meet the bulk of the cost of this scheme; or
- A stakeholder pension with a contribution from ourselves. Our basic contribution is based on your age, and we pay this regardless of whether you choose to contribute anything. You do not have to contribute if you do not wish to but, if you do, we will also match your contributions up to an additional 3% of pay.

If you previously worked for an employer covered by the NICS pension PCSP arrangements, different conditions may apply. If you have an NICS PCSP pension in payment, you should be aware that the pension scheme rules prevent members from receiving more by way of pay and pension combined on re-employment than they were earning as salary before they retired. This is called "abatement". If you want to know more about how this may affect you, please contact Civil Service Pensions at:

Civil Service Pension
Waterside House
75 Duke Street
Londonderry
BT47 6FP
Tel: 028 7131 9000

Email: cspensions.cpg@dfpni.gov.uk<<mailto:cspensions.cpg@dfpni.gov.uk>>

If you left the NICS with an early retirement, severance or redundancy package then your existing benefits may be affected if you accept this post. If your service was enhanced (increased) when you left then you will not be able to build up benefits in the defined benefit scheme. If you opt to join our stakeholder scheme, we will not pay employer contributions for this enhancement period but you will be able to contribute if you wish. If you are receiving a pension or annual compensation payment then this may be reduced during your re-employment. If you received a top-up payment under the early severance temporary arrangements then your pay may be reduced during your re-employment.

14. OFFICIAL INFORMATION

You will owe a duty of confidentiality and loyal service and you are required to exercise care in the use of information obtained in the course of your duties and to protect information, which is held in confidence. The rules governing the use of official information and related activities are set out in paragraph 375 of the Pay and Conditions of Service Code. Any breach of those provisions may result in disciplinary action and in certain circumstances criminal or civil proceedings. You are subject to the Official Secrets Act 1911-1989 and your duty of confidentiality continues after you have left our employment.

15. OUTSIDE INTERESTS

You are expected to give your exclusive service to the post and not at any time engage in any activity, which would tend to impair your usefulness as a public servant. You should not engage in any action, which might in any way conflict with the interests of the organisation or be inconsistent with your position as a

public servant. If at any time you are in any doubt about the propriety of engaging in any outside activity you should seek the prior permission.

16. DISCIPLINARY PROCEDURES

The rules governing disciplinary and inefficiency procedures will be in line with paragraphs 1060 to 1096, 1138 to 1150 and 1185 to 1209 of the Pay and Conditions of Service Code. These procedures operate so that employees are treated fairly and consistently and everyone is given a chance to improve their conduct and performance. Please ensure that you read these paragraphs as you are expected to comply with their contents.

17. GRIEVANCES/ BULLYING & HARASSMENT POLICIES

The Policing Board is committed to providing a productive and harmonious working environment. As such, the Grievance Policy is designed to provide both informal and formal mechanisms for all staff to report issues relating to action that the employer has taken or is contemplating taking in relation to the staff member, which has not already been investigated by another process. All police staff raising a grievance must participate in the grievance procedure in good faith, attempt to resolve the grievance through constructive dialogue and have a realistic expectation of what can and cannot be achieved through the grievance procedure. In addition to the informal and formal grievance procedures, the Policing Board offers an independent and confidential mediation service via The Labour Relations Agency.

The Policing Board also has in place a Bullying and Harassment Policy which is designed to provide both informal and formal mechanisms for all staff to report any incident(s) of bullying and/or harassment which arise during the course of their employment. Any complaint of bullying and/or harassment will be treated seriously and dealt with quickly, sensitively and confidentially.

18. EQUALITY OF OPPORTUNITY

The Policing Board is fully committed to Equality of Opportunity in the workplace and as such is committed to providing a working environment that is free from discrimination, victimisation, harassment, bullying and inappropriate behaviour.

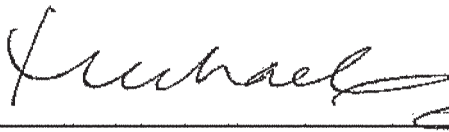
All employees of the Policing Board are required to adhere to the terms of its Equal Opportunities Policy, which fully reflects the provisions of current equality legislation; i.e.

- The Fair Employment and Treatment (NI) Order 1998

- The Sex Discrimination (NI) Order 1976 (Amendment) Regulations (NI) 2008
- The Disability Discrimination Act 1995
- The Race Relations (NI) 1997
- Equal Pay Act (NI) 1970
- Northern Ireland Act 1998 (Section 75)

All employees are required to adhere to these provisions in their relations with colleagues and in their dealings with the public.

These and other conditions of service are subject to review from time to time.

Signed 
(Mr Michael Cox)

(on behalf of the Northern Ireland Policing Board)

Signed 
(Employee: )

 June 2011

**NORTHERN IRELAND POLICING BOARD
TERMS AND CONDITIONS OF EMPLOYMENT**

This document sets out your principal terms and conditions of employment and, together with your offer letter and any rules and procedures published by the Board, constitutes the contract of employment between:

[REDACTED]

and

NORTHERN IRELAND POLICING BOARD (the employer, referred to as the Board hereafter)

Your employer will be the Northern Ireland Policing Board but in accordance with the Police (Northern Ireland) Act 2000, the Chief Constable manages Civilian Support Staff in the name of and on behalf of the Policing Board.

Your employment as **Outsourcing Contract Manager** is for a fixed term of 2 years and will terminate on 30 June 2013. The fixed term may be terminated at any time before expiry of the fixed term by either party giving the other one month's prior written notice. This contract may be extended by mutual agreement for a further period following the expiry of the fixed term.

Your employment as Outsourcing Contract Manager will commence on **1 July 2011**.

You will be based within **Human Resources Department, PSNI Lisnasharragh, 42 Montgomery Road, Belfast BT6 9LD** and may be required to work at any PSNI/Board location.

1. JOB RESPONSIBILITIES

Your job title is **Outsourcing Contract Manager**. It is the Board's intention that any oral instructions or written descriptions of your job duties should serve as a guide to the major areas for which you will be accountable. Due to the changing nature of the branch the obligations upon you will inevitably vary and develop. The Board reserves the right to require you to undertake any duties, which fall within the remit of the Board's business.

2. SALARY

Your salary on commencement of employment will be **£39,823 pro rata** per annum and is subject to annual review.

You will be paid monthly by Bankers Automated Clearing Service (BACS) and you will need to advise your Personnel Office, immediately you commence employment, of details of a bank or building society account into which your salary can be paid directly.

An environmental allowance of up to £574 per annum may also be payable.

The appropriate Tax Office is:

Moira House
121 Hillsborough Road
Lisburn
BT28 1LA

Telephone: 028 9266 5230

3. HOURS OF WORK

Your normal hours of work will be 24 hours gross per week.

However, you will be expected to work such hours as are necessary to effectively and efficiently discharge the functions of the post. Working hours beyond 42 hours gross per week may be expected and you may be invited to waive your rights on the restrictions of the Working Time Regulations.

4. TERMS AND CONDITIONS OF SERVICE

You have been appointed as a Direct Recruit to the Policing Board. However, your principal terms and conditions are those set out in the Northern Ireland Civil Service Pay and Conditions of Service Code applied and amended from time to time as appropriate for service to the Police. The Staff Handbook is available to view online at <http://handbook.nics.gov.uk/>

5. PROBATION

You will be on probation for the first six months of the fixed term.

6. ANNUAL LEAVE

The annual leave year runs from 1 February each year.

In addition to the usual public and privilege holidays, your annual leave allowance will be 25 days per annum (pro rata) on entry rising in accordance with

the Pay and Conditions of Service Code. In the first year of employment your annual leave entitlement will depend on the month in which your employment starts.

Annual leave may be taken at any time during the year but will be subject to the needs of the Board.

If you leave during the annual leave year, your annual leave entitlement will be reduced on a pro-rata basis.

If you leave employment you may receive payment for any untaken annual leave due to your effective date of termination of your employment normally up to maximum of 10 days. You should note that you will normally be required to take any outstanding leave entitlement reckoned by the Board during any period of notice, unless prevented from doing so by line management.

7. NOTICE

In all cases, other than dismissal on the grounds of gross misconduct, should the Board decide to terminate your employment for any other reason, you will be entitled to not less than one month's notice.

If for any reason other than a gross misconduct the period of notice cannot be given, you will receive pay in lieu of the unexpired period of notice.

Should you wish to terminate your appointment during your period of employment, other than reason of expiry of the contract period, you are required to give the Board not less than one months notice.

8. SICKNESS

The Policing Board provides a generous sick pay scheme should you be unable to carry out your duties because of illness or injury. This scheme operates on trust and it is up to you to comply with the spirit of the scheme as well as the detailed rules. Consequently, a satisfactory level of attendance is expected of all staff. Sick pay may be allowed at the discretion of the Authority within the following limits:

- Full pay for not more than six months in all during any period of twelve months and thereafter on half pay subject to a maximum of twelve months sick absence in any period of four years or less.
- Sickness absences must be supported by Doctor's Statement or Self-Certification.
- Absence through sickness must be reported to line management on the first day of illness.
- The Policing Board monitor sick absence records of all employees and if an employee's sick record is giving cause for concern he/she may be

referred to the Board's Occupational Health and Welfare Unit. Unsatisfactory attendance may result in an employee's service being terminated.

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- The Disability Discrimination Act 1995
- The Race Relations (NI) 1997
- Equal Pay Act (NI) 1970
- Northern Ireland Act 1998 (Section 75)

All employees are required to adhere to these provisions in their relations with colleagues and in their dealings with the public.

These and other conditions of service are subject to review from time to time.

Signed


(Mr Joseph Stewart)

(on behalf of the Northern Ireland Policing Board)

Signed


(employee: )

 June 2011

ACC 2/13009
3.4a

Personal, Professional, Protective Policing



DISTRICT REF NO

HEADQUARTERS REF NO

NICHE REF NO

District/Department Crime Operations Department, PSNI Headquarters, Brooklyn

Sector/Station/Branch Assistant Chief Constable's Office

Date 15.03.13

SUBJECT Fixed Term Contracts SOB and HET

TO: Deputy Chief Constable

Fixed Term Contracts SOB & HET

Within C4/SOB training we have 3 specialist areas of training:- Firearms (HMSU and SOBSU), Surveillance and Intelligence. Throughout the Voluntary Severance Scheme we lost significant numbers from SOB and related training capacity. We are unable to backfill these officers from operational teams due to the prevailing and ongoing security threat and the demands this makes of surveillance.

At this time we have Surveillance and SOBSU courses ongoing. In order for these training programmes to continue and to provide business continuity we required 7 Trainers to be employed. In addition to the District Trainer role profile the area of Skills, Knowledge and experience is further enhanced given the specifics of this training. All candidates needed to have a Police Trainers Certificate and Firearms Training Certificate and they would have responsibility for training, mentoring and supervising candidates in live exercise environments. This fixed term contract option provides the opportunity to allow C4 officers who would be used to supplement the training numbers to be used for operational duty. We have two options:-

1. Recruit the 7 trainers on a temporary basis via our Recruitment provider based on the agreed Role profile and grade of Executive Officer 1.
2. Recruit the 7 trainers on a fixed term contract in line with the security bid funding in order to increase our capability within the specific areas of SOB. This again would be based on the agreed role profile and at the grade of Executive Officer 1.

Given the legislative requirements specifically "The Firearms (Northern Ireland) Order 2004 it is clear that option 1 would not be appropriate and that the only feasible option would be to directly employ the 7 trainers as police staff. This is because only the Chief Constable's employees can carry firearms under the Firearms (N.I.) Order 2004. Associate staff are excluded from doing so.

I intend to renew their fixed term contract as otherwise I would lose seven surveillance officers from live surveillance operations. As a team is made up of Chief Constable's this loss of seven officers would have a detrimental impact upon our operational capability in respect of surveillance. I should stress that SOB resources are under extraordinary strain at this moment and the issue is as much one of actual operational and personal resilience as it is capacity.

Mr Dave Cox received a fixed term contract on 01 February 2005 for four years as head of HET. This was renewed in November 2008 for a period of two years. His further extensions of contract have reflected the perceived finish date of HET as estimated at that time. The difficulty is that it was originally envisaged in 2006, that the HET would be finished by 2011. This has not been possible. The next deadline established was 31 March 2013, again it has not been possible to finish the HET'S work. The reasons for this are well known but bear repeating, namely the scale of the undertaking, the search of the entire police estate for records, the Op Stafford investigation, the amount of follow up questions from families and the increasing challenge from solicitors. The next date for completing the HET's work is 31 March 2015. As of

01 April 2013 HET are without a "ring fenced" budget but for the first time will be paid from PSNI main grant.

As Mr Dave Cox has unique experience and knowledge of the work of HET, his extensive link with NGO's and other Government departments and his knowledge of the Finucane case intend to extend his contract for one year. I believe this is prudent given the budget position we find ourselves in.

For your attention.



J A HARRIS
ACC Crime Operations

3-46

Personal, Professional, Protective Policing



CONFIDENTIAL

Our Ref: Com Sec 13\2866

SUBJECT: FIXED TERM CONTRACTS**ACC Harris**
Crime Operations Department

As you will be aware the Public Accounts Committee are seeking further information about a number of Fixed Term Contracts which have been issued in the Organisation without external competition.

Furthermore there has been an FOI on the subject. I am writing to you as I wish to be fully apprised of the reasons why any of these Fixed Term Contracts from within your own Department were offered without an open competition. I am referring specifically to seven Fixed Term Contracts issued to SOB Trainers and I would ask that you provide me with full details of all the circumstances leading to these appointments.

I also understand that Dave Cox has just had his Fixed Term Contract renewed. Can you confirm if this is correct and, if so, provide me with full information, as far as you know, relating to his initial appointment without competition and any subsequent renewals of that contract.

As you will be aware, PSNI adopts the merit principle when making appointments and I would ask that you specifically address why on these occasions the merit principle was set aside.

You will appreciate that the PAC and indeed others, most obviously the Policing Board, will be interested in this information and I wish to be in a position to advise them of the reasons behind the appointment in order that they may consider the appointments and their circumstances.

On a related matter, I understand that the seven SOB Trainers' contracts are due to expire in one month. It is for you to decide whether or not it is appropriate for these

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Personal, Professional, Protective Policing



contracts to be extended. If it is your assessment that such an extension is appropriate, I would ask that you progress this through Human Resources indicating what succession planning can be put in place to ensure longer term resilience in these roles.

Thank you for your assistance in this matter.


JUDITH GILLESPIE
Deputy Chief Constable

6th March 2013



B-4 c

Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

DU REF NO

HEADQUARTERS REF NO

DU/Department Crime Operations

Director/Station/Branch HR

Date 13 March 2013

SUBJECT Fixed Term Contracts.

TO: ACC Harris

I refer to my conversation with Jeanette and would have the following comments in respect of Mr Dave Cox Director of HET and the 7 Trainers within SOB.

I will firstly clarify the position with regards to Mr Cox. I received a number of files from Heather Palmer who was responsible for the review of HET in 2008/09 and there were a number of useful documents within these files which assisted in outlining the process for his original appointment, his new Fixed Term Contract and further extensions.

Mr Cox was given his first of two fixed term contracts on 1st February 2005 for a period of four years. The rationale and terms are as outlined within the minute from the then ACC Crime, Mr Kinkaid to Mr Stewart DHR dated 7th January 2005. (Tab A) I have also attached a minute from I believe Tabitha Ramsay dated 19th January which also refers to Mr Cox's offer and terms point 1 of (Tab B). I have attached the Fixed Term Contract which was issued to Mr Cox dated 4 February 2005 (Tab C).

From the file it seems that in and around May 2008 Mr Cox requested a review to his Terms and Conditions and [REDACTED] took this forward through the remuneration committee. Mr Cox was given a new Fixed Term Contract dated 5th November 2008 for a period of two years (Tab D). I have also attached a file note from Heather Palmer which outlines the offer and new terms and for ease I have retyped the details for your information (Tab E and F).

This brings us to our involvement and Mr Cox's extensions. The first one dated 26 October 2010 (Tab G) and the second one dated 30 March 2011 for 2 years (Tab H).

Given the grade of this staff member (grade 5) the contract extensions had to be dealt with by Mr Stewart after our initial discussions and your approval to extend. As you are aware I recently raised the issue of Mr Cox's contract expiring on 31 March 2013 and given the fact that it is likely that PSNI will be funding HET next year you agreed to extend the associates and Limited Companies for six months. We had a brief discussion with regards Mr Cox and you asked me to take forward a further extension for one year. Mr

Cox was enquiring about his status and I have verbally informed him of the decision but this has not been confirmed in writing at this stage.

On the second issue of our seven SOB trainers, I believe it would be helpful to outline the background to the award for the original contract. We had issued a request to Grafton to supply 9 Trainers for SOB after initial advice from legal services [REDACTED] (Tab JK) that agency staff could fulfil the full duties of the role including the firearms aspect. However further advice was obtained via [REDACTED] stating that this wasn't the case and that these staff needed to be employed by the Chief Constable to fulfil the full role. Some but not all trainers had started via Grafton and at this stage a business case was prepared by Head of Branch C4, Mr [REDACTED] outlining our options (Tab L). I then forwarded this business case to Mr Michael Cox DDHR and met him to discuss the options. His response dated 4 April 2011 (Tab M) outlines his views and approval to offer Fixed Term Contracts for two years. Crime Ops HR offered the Trainers Fixed Term Contracts with effect from 7 April 2011 for a period of two years.

We are now at the stage of reviewing these contracts and [REDACTED] has confirmed that the security money which paid for the original two years expires on 31 March 2013. [REDACTED] met with [REDACTED] last week to discuss Resources within the Security Fund. Both [REDACTED] and [REDACTED] have requested that the 7 SOB trainers' contracts are extended as there is an operational requirement given the fact we have a training programme in progress and further Vacancy Bulletin released with a projected appointment date of December 2013.

[REDACTED] is fully aware that if the 7 SOB trainers are to be retained this will require 7 Constable posts within C4 to be given up to fund these posts given the amount of overtime worked within these roles. If we do not progress with the extensions we will have to replace with 7 operational officers back to training duties in order to complete the current training programme and any future recruitment processes which impacts on operational delivery at a critical time.

If you decide to extend these contracts please let me know and I will take forward with Michael Cox. I would stress that these contracts are due to expire on 6 April and we would need to progress as soon as possible.

I trust I have cover all of the issues and happy to discuss or provide further detail if required.

Regards



RODNEY MCGUCKEN
Head of HR - Crime Operations Department



DHR 3.5 a
1104/04

Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

ACC 434/28

DCU REF NO HEADQUARTERS REF NO

DCU/Department Crime Operations

Sector/Station/Branch Assistant Chief Constable's Office Date 7 January 2005

SUBJECT HISTORICAL MURDER REVIEW TEAM

TO: Joe Stewart
Director HR Dept
Lisnasharragh

You are aware of this project and the rationale behind it.

The Chief Constable has agreed that the Review Team be headed by David Cox a senior Metropolitan Police Officer who is due to retire this month.

His deputy and nominated Head Of Investigations in the Review Team will be Detective Superintendent Philip James a serving Metropolitan Police Officer who will be seconded to PSNI.

David Cox will be contracted by PSNI as a civilian for the duration of the review (four years). It has been agreed that he will receive a salary commensurate to that of a Chief Superintendent (top of salary range) less pension and allowances. This salary to be linked to future pay adjustments

He will also be entitled to weekly flights home and accommodation in Northern Ireland to the sum of £9,000 per annum or that which is normally paid for contracted agency staff.

The Commissioner of the Metropolitan Police Service has agreed with the Chief Constable that D/Superintendent James's period of secondment should initially be for two years. This officer will be entitled to such travel and accommodation expenses as other seconded serving officers.

Both these individuals should commence their employment with PSNI from 1st February 2005.

SAM KINKAID

cc Chief Constable

SENIOR DIRECTOR OF
HUMAN RESOURCES
12 JAN 2005
RECEIVED
DEPARTMENT LISNASHARRAGH

3.56
19th January 2005

Michael

Further to our discussion regarding the resourcing of the Historical Murder Review Team (CB), please find the discussions points from a meeting between [REDACTED] and myself which took place on 18th January 2005 at 2.00pm.

1. David Cox (retired Commander from the Met) has been appointed as Head of Branch. This appointment appears to have been made by the Chief Constable. Mr Cox is to be paid the top of the Chief Superintendent scale and a £9,000 per annum allowance for travel and lodgings. The effective date is 1st February 2005.
2. d/Superintendent [REDACTED] is a Commander in the Met. He is to be seconded to the PSNI effective from 1st February 2005.
3. HR have not been involved in the negotiations surrounding the appointments of Messrs Cox and James. No contracts have been prepared or awarded.
4. The building work in Sprucefield is due to be completed by end of May 2005. Providing there is no slippage in the building work, it is intended that the seconded officers⁽¹⁵⁾ will commence training in June 2005. Training College is currently reviewing proposals made by John Middlemiss on the training requirements of these officers. This is based on the SIO secondments from last year.

5. Agency staff are to be provided from Northern Ireland and GB. I have sought advice from the procurement unit in respect of Grafton acquiring a 'second tier' supplier arrangement with the companies that have expressed an interest - RIG and Drear Policing. If this arrangement is not acceptable by either agency then a procurement exercise will have to be undertaken.
6. The numbers required to resource this Unit are attached (TAB A)
7. [REDACTED], NIO is managing the Business Case that has been submitted to fund this unit. This Business Case has not yet been approved by the Secretary of State.
8. The proposed structure of the department are attached at TAB B.
- Issues:
9. Messrs Cox and [REDACTED] have not been awarded terms and conditions of appointment (please ^{note} Mr [REDACTED] is seconded from the Met). There are no papers showing how they were selected.
10. The negotiations with these gentlemen have not been disclosed to HR.
11. A recruitment plan or project plan does not ^{appear to} exist for the set up of this department.
12. [REDACTED] has requested a Recruitment Plan from myself. I have no difficulty in preparing same.

3.5e



Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

NORTHERN IRELAND POLICING BOARD TERMS AND CONDITIONS OF EMPLOYMENT

This document sets out your principal terms and conditions of employment and, together with your offer letter and any rules and procedures published by the Board, constitutes the contract of employment between:

MR DAVID COX (employee)

And

NORTHERN IRELAND POLICING BOARD (employer, referred to as the Board hereafter)

Your appointment as Head of Historical Inquiry Team is for a fixed term period of four years and will terminate no sooner than 31st January 2009.

Your employer will be the Northern Ireland Policing Board but in accordance with the Police (Northern Ireland) Act 2000, the Chief Constable manages Civilian Support Staff in the name of and on behalf of the Policing Board.

Your employment as Head of Historical Inquiry Team will commence on 1st February 2005.

You will be based within the Belfast region and may be required to work at any PSNI/Board location. However, you will initially be based at Sprucefield, 8 Ravernet Road, Lisburn, BT27 5ND

1. JOB RESPONSIBILITIES

Your job title is Head of Historical Inquiry Team. It is the Board's intention that any oral instructions or written descriptions of your job duties should serve as a guide to the major areas for which you will be accountable. Due to the changing nature of the branch the obligations upon you will inevitably vary and develop. The Board reserves the right to require you to undertake any duties, which fall within the remit of the Board's business.



2. SALARY

Your salary on commencement of employment will be £66,951 per annum. In addition you will be awarded an allowance of £9,000 per annum for accommodation and travel.

You will be paid monthly by Bankers Automated Clearing Service (BACS) and you will need to advise Personnel Branch, immediately you commence employment, of details of a bank or building society account into which your salary can be paid directly.

An environmental allowance of up to £574 per annum may also be payable.

The appropriate Tax Office is:

Moir House
121 Hillsborough Road
Lisburn
BT28 1LA

Telephone: 028 9266 5230

3. HOURS OF WORK

You will be expected to work such hours as are necessary to effectively and efficiently discharge the functions of the post. Working hours beyond 37 hours a week can be normally expected and you may be invited to waive your rights on the restrictions of the Working Time Regulations.

4. TERMS AND CONDITIONS OF SERVICE

You have been appointed as a Direct Recruit to the Policing Board on a fixed term contract. However, your principal terms and conditions are those set out in the Northern Ireland Civil Service Pay and Conditions of Service Code applied and amended from time to time as appropriate for support service to the Police.

5. PROBATION

You will be on probation for the first year of service and appointment will not be confirmed at the end of that time unless we are satisfied that you are qualified in all respects including health, attendance, conduct and performance, to carry out your duties. During the trial period your services may be terminated without cause assigned subject to four weeks' notice being given.

6. ANNUAL LEAVE

The annual leave year runs from 1 February each year.

In addition to the usual public and privilege holidays, your annual leave allowance will be 30 days per annum on entry. In the first year of employment your annual leave entitlement will depend on the month in which your employment starts.

Annual leave may be taken at any time during the year but will be subject to the needs of the Service.

If you leave during the annual leave year, your annual leave entitlement will be reduced on a pro-rata basis.

If you leave employment you may receive payment for any untaken annual leave due to your effective date of termination of your employment normally up to maximum of 10 days. You should note that you will normally be required to take any outstanding leave entitlement during any period of notice, unless prevented from doing so by line management.

7. NOTICE

In all cases, other than non-confirmation of your appointment under paragraph 5 or dismissal on disciplinary or inefficiency grounds, should the Board decide to terminate your employment for any other reason, you will be entitled to not less than one month's notice.

If for any reason other than a disciplinary dismissal the minimum period of notice cannot be given, you will receive pay in lieu of the unexpired period of notice.

Should you wish to terminate your appointment during your period of employment, other than reason of expiry of the contract period, you are required to give the Board not less than three months notice.

8. SICKNESS

The Policing Board provides a sick pay scheme should you be unable to carry out your duties because of illness or injury. This scheme operates on trust and it is up to you to comply with the spirit of the scheme as well as the detailed rules. Consequently, a satisfactory level of attendance is expected of all staff. Sick pay may be allowed at the discretion of the Board within the following limits:

- Full pay for not more than six months in all during any period of twelve months and thereafter on half pay subject to a maximum of twelve months sick absence in any period of four years or less.
- Sickness absences must be supported by Doctor's Statement or Self-Certification.
- Absence through sickness must be reported to line management on the first day of illness.

- The Policing Board monitor sick absence records of all employees and if an employee's sick record is giving cause for concern he/she may be referred to the Board's Occupational Health Unit. Unsatisfactory attendance may result in an employee's service being terminated.

10. ACCIDENTS AT WORK

Any accidents at work, however, minor, must be reported to the Health and Safety Officer immediately and recorded in the Accident Book.

11. RETIREMENT

Should the contract be renewed, extended or made permanent and unless your employment is terminated at an earlier date, you will be required to retire on your sixtieth birthday.

12. OFFICIAL INFORMATION

You will owe a duty of confidentiality and loyal service and you are required to exercise care in the use of information obtained in the course of your duties and to protect information, which is held in confidence. The rules governing the use of official information and related activities are set out in paragraph 375 of the Pay and Conditions of Service Code. Any breach of those provisions may result in disciplinary action and in certain circumstances criminal or civil proceedings. You are subject to the Official Secrets Act 1911-1989 and your duty of confidentiality continues after you have left our employment. **This post requires you to be security cleared to Developed Vetted status.**

13. OUTSIDE INTERESTS

You are expected to give your exclusive service to the post and not at any time engage in any activity, which would tend to impair your usefulness as a public servant. You should not engage in any action, which might in any way conflict with the interests of the organisation or be inconsistent with your position as a public servant. If at any time you are in any doubt about the propriety of engaging in any outside activity you should seek prior permission.

14. DISCIPLINARY PROCEDURES

The rules governing disciplinary and inefficiency procedures will be in line with paragraphs 1060 to 1096, 1138 to 1150 and 1185 to 1209 of the Pay and Conditions of Service Code. These procedures operate so that employees are treated fairly and consistently and everyone is given a chance to improve their conduct and performance. Please ensure that you read these paragraphs as you are expected to comply with their contents.

15. GRIEVANCES

If you have an individual problem or complaint about work, it should be raised in accordance with established grievance procedure, details of which are contained in the relevant circular on grievance procedure. A grievance in this context is any matter, arising from your employment, which an individual officer, or group of officers, feels is detrimental to his or her interests.

16. EQUALITY OF OPPORTUNITY

The Northern Ireland Policing Board is fully committed to Equality of Opportunity in the workplace.

All employees of the Policing Board are required to adhere to the terms of its Equal Opportunities and Harassment policies, which fully reflect the provisions of equal opportunities legislation:

i.e. The Fair Employment and Treatment (NI) Order 1998
Sex Discrimination (NI) Order 1976
Disability Discrimination Act 1995
Race Relations (NI) Order 1997

All employees are required to adhere to these provisions in their relations with colleagues and in their dealings with the public.

Signed 


(On behalf of the Northern Ireland Policing Board)

Signed 

(David Cox)

(Employee)

4th February 2005

3.5d

**NORTHERN IRELAND POLICING BOARD
TERMS AND CONDITIONS OF EMPLOYMENT**

This document sets out your principal terms and conditions of employment and, together with your offer letter and any rules and procedures published by the Board, constitutes the contract of employment between:

MR DAVID COX (employee)

And

NORTHERN IRELAND POLICING BOARD (employer, referred to as the Board hereafter)

Your appointment as Director of Historical Inquiry Team is for a fixed term period of two years and will terminate no sooner than 31st October 2010.

Your employer will be the Northern Ireland Policing Board but in accordance with the Police (Northern Ireland) Act 2000, the Chief Constable manages Civilian Support Staff in the name of and on behalf of the Policing Board.

Your employment as Director of Historical Inquiry Team will commence on 1st November 2008.

You will be based within the Belfast region and may be required to work at any PSNI/Board location. However, you will initially be based at Sprucefield, 8 Ravernet Road, Lisburn, BT27 5ND

1. JOB RESPONSIBILITIES

Your job title is Director of Historical Inquiry Team. It is the Board's intention that any oral instructions or written descriptions of your job duties should serve as a guide to the major areas for which you will be accountable. Due to the changing nature of the branch the obligations upon you will inevitably vary and develop. The Board reserves the right to require you to undertake any duties, which fall within the remit of the Board's business.

2. SALARY

Your salary on commencement of employment will be £88,000 per annum. In addition accommodation and travel expenses will be agreed locally. This is a non pensionable post.

You will be paid monthly by Bankers Automated Clearing Service (BACS) and you will need to advise Personnel Branch, immediately you commence employment, of details of a bank or building society account into which your salary can be paid directly.

An environmental allowance of up to £574 per annum may also be payable.

The appropriate Tax Office is:
Moir House
121 Hillsborough Road
Lisburn
BT28 1LA

Telephone: 028 9266 5230

3. HOURS OF WORK

You will be expected to work such hours as are necessary to effectively and efficiently discharge the functions of the post. Working hours beyond 42 hours a week can be normally expected and you may be invited to waive your rights on the restrictions of the Working Time Regulations.

4. TERMS AND CONDITIONS OF SERVICE

You have been appointed as a Direct Recruit to the Policing Board on a fixed term contract. However, your principal terms and conditions are those set out in the Northern Ireland Civil Service Pay and Conditions of Service Code applied and amended from time to time as appropriate for support service to the Police.

5. PROBATION

You will be on probation for the first year of service and appointment will not be confirmed at the end of that time unless we are satisfied that you are qualified in all respects including health, attendance, conduct and performance, to carry out your duties. During the trial period your services may be terminated without cause assigned subject to four weeks' notice being given.

6. ANNUAL LEAVE

The annual leave year runs from 1 February each year.

In addition to the usual public and privilege holidays, your annual leave allowance will be 30 days per annum on entry. In the first year of employment your annual leave entitlement will depend on the month in which your employment starts.

Annual leave may be taken at any time during the year but will be subject to the needs of the Service.

If you leave during the annual leave year, your annual leave entitlement will be reduced on a pro-rata basis.

If you leave employment you may receive payment for any untaken annual leave due to your effective date of termination of your employment normally up to maximum of 10 days. You should note that you will normally be required to take any outstanding leave entitlement during any period of notice, unless prevented from doing so by line management.

7. NOTICE

In all cases, other than non-confirmation of your appointment under paragraph 5 or dismissal on disciplinary or inefficiency grounds, should the Board decide to terminate your employment for any other reason, you will be entitled to not less than one month's notice.

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All employees of the Policing Board are required to adhere to the terms of its Equal Opportunities and Harassment policies, which fully reflect the provisions of equal opportunities legislation:

- i.e. The Fair Employment and Treatment (NI) Order 1998
- Sex Discrimination (NI) Order 1976
- Disability Discrimination Act 1995
- Race Relations (NI) Order 1997

All employees are required to adhere to these provisions in their relations with colleagues and in their dealings with the public.

Signed _____
(Mr J Stewart)

(On behalf of the Northern Ireland Policing Board)

Signed _____
(Mr David Cox)

(Employee)

5th November 2008

Mr D Cox
C142576
Director of HET
Sprucefield

February 2009

Dear Dave

Senior Police Staff Pay review 2008

The Remuneration Committee met on 28 January 2008 and agreed a base pay uplift of 2.65% for eligible Senior Police Staff effective from 1 September 2008.

This basic pay uplift is comparable to that applied to Senior Police Officers and has been determined within the overall 2008 staff cost envelope.

Your basic pay changes are:

Current salary £ 72,876 (1/9/07)

New salary £ 88,000 (1/9/08)

The Performance panel discussed the parameters of the bonus framework for senior police staff and in order to fairly distribute the 8.6% performance pot the levels for 2007/2008 appraisal year are £6500 for level 1 exceptional performer, £5000 for level 2 performer and £4000 for level 3 satisfactory performance. Level 4 will not attract payment.

Your agreed performance level for reporting period 2007/08 is 2 attracting a bonus award of £5000.

The Chief Officer team would wish to congratulate you on your achievement in year and look forward to continued success.

Thank you for your efforts in leading and delivering the policing plan objectives.

Yours sincerely.

Director of HET

1. Remuneration Committee

Paper considered: May 2008

Focus on continuity, promotion of stability in HET

Job evaluation based on established Hay equivalent grading and placed on Senior Civil Service Grade 5 (job weight equivalent to Chief Superintendent)

SCS Pay Range 2007

Band 1: Min £56,100-£116,000 Progression Target rate £78,540

Band 1A: £65,280 - £127,000 Progression Target rate £87,720

Current reward package:

£72,876 pay review due 1/9/08 +£9000 travel- non pensionable appointment

Consideration given to assign an element of pay in relation to non-pension as pension would cost circa £13k in ASLCs

2. HET submission to Chief Constable

May 2008: £100,000 +£12,500 Travel +Institute of Directors

Revised July 2008:£88,000+ expenses

3. HET Review instigated by ACC Finlay

Job analysis of the Senior Posts was conducted- scores awaiting validation
JESP Score 14 Director of HET; JESP Score 8 Deputy Director role.

A score of 14 suggests that the role sits between Grade 5/ Grade 3 subject to the reporting structure. As the structure provides the ultimate responsibility at the level of Chief Constable a high end grade 5 position is recommended.

Considerations:

Acquired rights for period in Service

Performance in role

Need for independent perspective

High level of past policing and inquiry experience

Ambiguity of future position

Position requires that agency/consultant status is not sufficiently robust to be properly accountable under Governance- need for substantive resourcing.

In light of current context a 2 year fixed term is recommended within the Grade 5 payband. If circumstances result in a separate Commission to be set up independently of the PSNI structure and the Chief Constable was no longer the designated accounting officer it is likely that the resulting role would sit at the higher Grade 3 Senior Civil Service level.

4. Recommendation for reward:

Payband 1A has been removed from NICS agreement August 2008

The 2008 SCS Bands are:

- Band 1 (Grade 5): £57,300- £116,000
Progression Target rate £78,540 is removed from 1 April 2008.
- Band 2 (Grade 3): £81,600-£160,000

The pay award maxima is set in line with the Treasury envelope at 2.75%.
The bonus element will be determined by the Remuneration Committee and normally reflects the 5% non-pensionable performance related pay that applies to Senior officers rather than the NICS maximum bonus (£10,500 for 2008).

In role progression:

Maximum increase in role: Basic pay £74,880

Non-pensionable uplift maxima £13k

£77,880+£574 environmental allowance

Contract revision/ extension:

JESP score sets role at 14- high end Grade5/ entry level Grade 3

A commensurate pay level would be no less than £81,600 on entry.
Consideration given for prior knowledge and experience in role of 4 years minimum at 2% average per year £6,528 would equate to £88,128.

On the above assessment and calculations, Mr Cox's proposals are reasonable in terms of reward level in line with the job content and accountability as Director of HET, in the current context.

Submitted for your consideration.


14 October 2008

[REDACTED]

From: [REDACTED]
Sent: 12 March 2013 16:20
To: [REDACTED]
Subject: : FTC Director of HET - D Cox
Rodney

Direction on instructions note from [REDACTED] - text as follows:

- Please complete 2 yr fixed term contract (reviewable annually)
- Director of HET £88 k
- (housing and travel expenses to be agree locally Non pensionable)
- Termination clauses as before.

[REDACTED]

[REDACTED]

Police Staff Appointments & Postings
Room 12A, Lisnasharragh
ext. 69572 Direct Line 028 909 22572

P. Leave Mr D Cox
complete

27, fixed term contract
(renewable annually)

Director of HET £88k

(having not travel expenses to be
agreed in writing or non personable)

Deputy Director of HET £80k

(as above) Mr [REDACTED]

Termination clauses
as before.

2



Making Northern Ireland Safer For Everyone Through Professional, Progressive Policing

Our ref: 742260

26 October 2010

Mr Dave Cox
C142576
Director of HET
Sprucefield

Dear 

RE: FIXED TERM CONTRACT

I refer to your fixed term contract dated 5th November 2008 which was due to terminate no sooner than 31st October 2010.

After discussions with ACC Harris it has been agreed that your contract will be extended until 31 March 2011. All other terms and conditions will remain the same as outlined within the documentation dated 5 November 2008.

Yours sincerely


JM Stewart
Director of Human Resources

JM STEWART, OBE LLB FCMI FCIPO JP
DIRECTOR OF HUMAN RESOURCES
PSNI Lisnasharragh, 42 Montgomery Road, BELFAST, BT6 9LD
Tel No: 028 90 922928, Fax: 028 90 922943; 'E'-Mail: Joe.Stewart@psni.pnn.police.uk



Calls within Police Service of Northern Ireland telephone system may be monitored or recorded

MCGUCKEN Rodney

From: [REDACTED]
Sent: 30 March 2011 10:52
To: [REDACTED]
Subject: 2.RESTRICTED:: dave cox contract mar2011
Attachments: dave cox contract mar2011.doc

Tracking:

Recipient	Read
[REDACTED]	Read: 30/03/2011 10:53

[REDACTED]

can you amend as necessary and have Mr Stewart sign the attached letter. previous letter was sent to you on 26 October 2010 to extend until 31 march.

Thanks

[REDACTED]

Mr Dave Cox
C142576
Director of HET
Sprucefield

30th March 2011.

Dear Dave

I refer to your fixed term contract dated 5th November 2008 which was due to terminate no sooner than 31st March 2011. After discussions with ACC Harris it has been agreed that your contract will be extended until 31st March 2013. All other terms and conditions will remain the same as outlined within the documentation dated 5th November 2008.

Yours sincerely,

JM Stewart
Director for Human Resources

From: [REDACTED]
Sent: 13 March 2013 09:42
To: [REDACTED]
Subject: : FW: FIREARMS - AGENCY STAFF
Importance: High

B.6a

[REDACTED]
HR Manager
Crime Operations
Brooklyn

From: [REDACTED]
Sent: 29 March 2011 09:08
To:
Cc:
Subject: FIREARMS - AGENCY STAFF
Importance: High

Louise,

[REDACTED]

Regards,

[REDACTED]

[REDACTED]

LEGAL SERVICES BRANCH, P.S.N.I HQ (Brooklyn),
POLICE SERVICE OF NORTHERN IRELAND,
65 KNOCK RD, BELFAST, NORTHERN IRELAND, UK, BT5 6LE.
TEL: 028 90 650 222 EXT: [REDACTED]
FAX: 028 90 700 125 INT: 21125

[INB: SP 08/06 'Use of & access to PSNI Legal Services' & SP 22/08 'Court attendance procedures for Police Officers & Police Staff.]

From:
Sent: 28 March 2011 19:02
To: [REDACTED]
Subject: : FIREARMS - AGENCY STAFF

Hi [REDACTED]

I was wondering if you could assist me.

I understand you have previously provided advice to the College on the issue of Agency staff and the use, carriage and handling of Firearms. We have an immediate and pressing need to appoint as an interim

13/03/2013

measure civilian trainers into SUB training. This is for business continuity purposes as we have trainers leaving the Service at the end of the month and we are currently in the process of several recruitment processes to address the current shortfall in numbers against pressing resourcing areas which deal with National Security matters.

In short, we require these agency personnel engaged through Grafton as trainers to undertake the full role which will include the following:

- The handling of all weapons and ammunition on ranges (both Police and Military)
- The carriage of weapons to and from ranges (both Police and Military)
- The capability to instruct students in the carriage, handling and shooting of weapons (both classroom and range based)
- The capability to carry out the duties of a Range Safety Supervisor


The individuals selected have the required skills and experience to perform these duties presently as Police Officers, however given as they are being employed on a civilian agency basis I understand that your previous opinion suggested that by virtue of Art 79, the PSNI could by way of the Chief Constable giving a written direction permit agency staff being part and parcel of support staff certain permission to undertake the functions required in handling firearms.

With that in mind, are you in a position to advise what the existing written direction states and if the direction is required to be altered, what is the process for doing this.

As noted above, this is an extremely urgent matter which needs to be addressed.

Any guidance and assistance you can provide on the matter would be great.

Regards
Lauren


HR Manager
Crime Operations
Brooklyn

13/03/2013

From: [REDACTED]
Sent: 13 March 2013 09:52
To: MCGUCKEN Rodney
Subject: : FW: Firearms - Agency Staff.
This is a further chain of e-mails with substantial reference from [REDACTED]

[REDACTED]
HR Manager
Crime Operations
Brooklyn

From: [REDACTED]
Sent: 25 March 2011 11:38
To: [REDACTED]
Subject: Firearms - Agency Staff.

[REDACTED]
as discussed. The college did not progress this to conclusion! I would however, be interested to know how you get on.

Best regards,

[REDACTED]
[REDACTED]
HR Manager
Police College

From: [REDACTED]
Sent: 01 April 2010 09:35
To: [REDACTED]
Cc: [REDACTED]
Subject: 2.RESTRICTED:: Firearms - Agency Staff.

[REDACTED]

Thank you,

[REDACTED]
HR Manager
Police College

13/03/2013

From: [REDACTED]
Sent: 30 March 2010 08:33
To: [REDACTED]
Subject: : RE: 2.RESTRICTED:: Firearms - Agency Staff.

[REDACTED]

The qualifications required for this post will be based around those of Nationally accredited firearms instructors. A position that the applicant will have had to have held within the previous 24 months. This ensures that their knowledge of firearms and procedures will be current. I would have no qualms about using a member of agency staff to deliver and supervise firearms training.

[REDACTED]
Sergeant
Deputy Chief Firearms Instructor
Tactical Firearms Unit
Garnerville

From: [REDACTED]
Sent: 29 March 2010 20:15
To: [REDACTED]
Cc: [REDACTED]
Subject: 2.RESTRICTED:: Firearms - Agency Staff.

Chris

Re email below. Are you content to progress?



[REDACTED]
HR Manager
Police College

From: [REDACTED]
Sent: 29 March 2010 17:14
To: [REDACTED]; [REDACTED]
Cc: [REDACTED]
Subject: 2.RESTRICTED:: Firearms - Agency Staff.

[REDACTED]

From a Contract management perspective, Yvonne has serious concerns with regards to permitting an agency worker to handle firearms.

[REDACTED]

13/03/2013

[REDACTED]

Please update Yvonne after legal advice is provided.

Many thanks.

[REDACTED]
Recruitment & Selection
ext. 69853

From: [REDACTED]
Sent: 25 March 2010 15:05
To: [REDACTED]; [REDACTED]; [REDACTED]
Cc: [REDACTED]
Subject: : FW: : RE: 2.RESTRICTED:: Firearms - Agency Staff.

Colleagues

Please ignore my last. I need to speak with [REDACTED] first.

Regards
[REDACTED]

From: [REDACTED]
Sent: 25 March 2010 14:42
To: [REDACTED]
Cc: [REDACTED]; [REDACTED]
Subject: : RE: 2.RESTRICTED:: Firearms - Agency Staff.

Michele

I am content for COT to instigate this with Grafton, but I would ask that you keep [REDACTED] updated in case this has any bearing on management of the Contract.

With Regards
[REDACTED]

From: [REDACTED]
Sent: 25 March 2010 14:31
To: [REDACTED]
Cc: [REDACTED]
Subject: 2.RESTRICTED:: Firearms - Agency Staff.
Importance: High

[REDACTED]

The college have a requirement for temporary (agency) firearms instructors. They will have previous experience of Firearms Training. An issue was raised with the Legal Adviser in relation to permitting an agency member of staff handle / teach firearms in a police firearms training location. [REDACTED]



13/03/2013

Can you please let me know if you are content for Combined Ops Training to do this, or would you prefer central involvement?


Thank you,


HR Manager
Police College

Ext: 69221



From: 
Sent: 24 March 2010 10:14
To: 
Subject: : FW: 3.CONFIDENTIAL:: FW: 2.RESTRICTED:: Firearms - Agency Staff.
Importance: High



Please see the latest message from  legal advisor. I have chatted this over with C/Insp Cameron and it appears to us that the only obstacle preventing us from using suitably qualified Grafton staff is the agency itself. I can't see any reason why Grafton would object. Would it be more appropriate for you to approach them re this? I am happy to liaise with your consent.

I am in Glasgow tomorrow but back on Friday.


Sergeant
Deputy Chief Firearms Instructor
Tactical Firearms Unit
Garnerville

From: 
Sent: 23 March 2010 08:44
To: 
Subject: 3.CONFIDENTIAL:: FW: 2.RESTRICTED:: Firearms - Agency Staff.
Importance: High



To see please.

Can you progress and advise.

Thanks





13/03/2013

Sent: 06 November 2009 15:42
To: [REDACTED]
Cc: [REDACTED]
Subject: 2.RESTRICTED:: Firearms - Agency Staff.
Importance: High

Internal PSNI use only: This communication is legally privileged to the Chief Constable & is non-disclosable under FOI/DP or S66 Police (NI) Act 2000 re PONI.

Colleagues,

[REDACTED]

Happy to discuss/meet as required.

Regards,

[REDACTED]
[REDACTED]
LEGAL SERVICES BRANCH, PSNI HQ (Brooklyn)
Tel: 028 90 650 222 Ext: [REDACTED]
Fax: 028 90 700125 Int: 21125

INB: SP 08/06 'Use of & Access to PSNI Legal Services' & SP 22/2008 'Court attendance procedures for Police Officers & Police Staff']

From: [REDACTED]
Sent: 05 November 2009 14:47
To: [REDACTED]
Cc: [REDACTED]

13/03/2013

Subject: 3.CONFIDENTIAL:: FW: 3.CONFIDENTIAL:: RE: : FW: : RE: 3.CONFIDENTIAL:: FW: : FW: : RE:
2.RESTRICTED:: FW: : RE: 2.RESTRICTED:: FW: 2.RESTRICTED:: Agency Staff
Importance: High

FAO- [REDACTED]

[REDACTED]

Regards,

[REDACTED]

Sergeant
Tactical Firearms Unit
Garnerville PSNI

From: [REDACTED]
Sent: 05 November 2009 14:29
To: [REDACTED] (T); [REDACTED]
Subject: 3.CONFIDENTIAL:: RE: : FW: : RE: 3.CONFIDENTIAL:: FW: : FW: : RE: 2.RESTRICTED:: FW: : RE:
2.RESTRICTED:: FW: 2.RESTRICTED:: Agency Staff

[REDACTED]

Can you liaise with Legal Services [REDACTED]

[REDACTED]

From: [REDACTED] (T)
Sent: 05 November 2009 13:40
To: [REDACTED] (COT)
Cc: [REDACTED]
Subject: : FW: : RE: 3.CONFIDENTIAL:: FW: : FW: : RE: 2.RESTRICTED:: FW: : RE: 2.RESTRICTED:: FW:
2.RESTRICTED:: Agency Staff

Inspector,

Please see the below email from mr [REDACTED] Unfortunately this does not move us any further forward.

Respectfully submitted for your information and direction.

[REDACTED]

From: [REDACTED]
Sent: 05 November 2009 11:53
To: [REDACTED] (COT)
Cc: [REDACTED]
Subject: RE: 3.CONFIDENTIAL:: FW: : FW: : RE: 2.RESTRICTED:: FW: : RE: 2.RESTRICTED:: FW:
2.RESTRICTED:: Agency Staff

13/03/2013

I refer to your email below but I am afraid the answer is - sorry - but I can't help on that one.

Art 76 of the Firearms (NI) Order 2004 does provide an exemption under the Order to police officers and members of the police support staff in so far as it relates to the possession of firearms and ammunition. Basically it means they don't need to have the FAC to perform their duties regarding carriage of firearms and / or ammunition. I am unable to say how this would affect an agency member of staff employed in that capacity at your location.

As the possession / carriage etc of police issue firearms do not fall within the remit of this Branch it isn't one for us - sorry. May want to try HR.

[REDACTED]
Senior Firearms Licensing Manager
PSNI Firearms & Explosives Branch
Lisnasharragh, 42 Montgomery Road
Belfast. BT6 9LD

Telephone Number 0845 600 8000 ext 24510
Web - www.psnj.police.uk
Email - firearms@psni.pnn.police.uk

From: [REDACTED] (T)
Sent: 05 November 2009 11:45
To: [REDACTED]
Subject: 3,CONFIDENTIAL:: FW: : EW: : RE: 2.RESTRICTED:: FW: : RE: 2.RESTRICTED:: FW: 2.RESTRICTED:: Agency Staff
Importance: High
FAO [REDACTED] Firearms and Explosives Branch

[REDACTED]
Please see the below partial email chain.

I would appreciate your input on this issue as a matter of some urgency.

Can a recently retired PSNI firearms instructor, employed on a Grafton Agency temporary contract teach and handle police issue firearms within a police training establishment without some type of waiver, firearms certificate or special written authorisation.

If either of these are required, can they be given and who would grant them?

Your thoughts on this would be very much appreciated.

Kind regards,

[REDACTED]
[REDACTED]
Sergeant
Tactical Firearms Unit

13/03/2013

Extension 66085

[REDACTED]@i.pnn.police.uk

From: [REDACTED]
Sent: 05 November 2009 11:33
To: [REDACTED] (T)
Cc: [REDACTED]
Subject: : FW: : RE: 2.RESTRICTED:: FW: : RE: 2.RESTRICTED:: FW: 2.RESTRICTED:: Agency Staff

Inspector,

This may well be a problem.

Being outside agency staff means he will not be governed by the same regulations as civilian staff employed directly by the organisation.

I am uncertain who would be able to give us a definitive answer but would suggest that either Legal Services or Firearms Licensing would be a good start.

I will personally liaise with [REDACTED] Firearms & Explosive Licensing and seek clarification.

[REDACTED]

From: [REDACTED]
Sent: 05 November 2009 10:38
To: [REDACTED] (COT); [REDACTED]
Subject: : RE: 2.RESTRICTED:: FW: : RE: 2.RESTRICTED:: FW: 2.RESTRICTED:: Agency Staff

Just confirm please that [REDACTED] will be able to do the whole range of duties, ie will the fact that he is agency staff prevent him in any way from handling firearms?

[REDACTED]

13/03/2013

3.6b

BUSINESS CASE



**SOB - Trainers
Grading EO1**

C4 Specialist Operations Branch

Case prepared by [REDACTED]

Accountable Officer T/D/Chief Superintendent [REDACTED]

31 March 2011

1. ORGANISATIONAL NEED

Within SOB training we have 3 specialist areas of HMSU, Surveillance and Intelligence. Under the Voluntary Severance Scheme we have lost 20% of our training capacity and of this 2/3 are from HMSU. We are unable to backfill these officers from operational teams due to the current security situation and also the impact of Voluntary Severance scheme. With effect from 1st April 2011 Surveillance will have a reduced capacity of 30% due to the VSS and vacancies and 17% reduced capacity within HMSU for the same reasons.

Currently we have Surveillance and SOBSU courses ongoing with a further Surveillance programme about to commence. In order for these training programmes to continue and to provide business continuity we require 9 Trainers to be employed with effect from 1st April 2011. This option will also provide the opportunity to allow C4 officers who were used to supplement the training numbers to be utilised back within operational duty.

2. OPTIONS

1. Recruit the 9 trainers on a temporary basis via Grafton Recruitment based on the agreed Role profile and grade of Executive Officer 1.
2. Recruit the 9 trainers on a two year fixed term contract in line with the security bid funding in order to increase our capability within the specific areas of SoB. This again would be based on the agreed role profile and at the grade of Executive Officer 1

Given the skills that are required for these roles and the fact that these skills would not be readily available in the open market, it would be my view that these roles should not be externally advertised however as part of the initial scoping exercise a selection procedure was held with members of SoB staff and Crime Ops HR and 9 people have been selected.

Also given the legislative requirements specifically "The Firearms (Northern Ireland) Order 2004 it is clear that option 1 would not be appropriate and that the only feasible option would be to directly employ the 9 trainers as police staff.

3. AFFORDABILITY

The role of SoB trainer would report to the Detective Inspector SoB Training.

Proposed Funding will come from the Security Funding; any contract should be for 2 years with a review at this time of both funding and future training

requirements. It would be my view to offer of a two year fixed term contract subject to funding and satisfactory performance.

8. CONCLUSIONS

The role of Police staff SoB trainers will allow us to successfully manage SoB training requirements for the next two years. There will also be the added benefit of allowing more officers to return to operational duties.

[REDACTED]

From: [REDACTED] COX Michael
Sent: 04 April 2011 15:45
To: [REDACTED]
Cc: STEWART Joseph; [REDACTED]
Subject: Business Case sob trainer march 2011

[REDACTED]

Thanks. We discussed these matters previously and I am writing to confirm the main points.

It is clear from the attachment that there is a strong organisational need to be addressed. The peculiarities of the subject matter (and the skills and experience needed to address it) that a 'normal' response would not be appropriate. The Firearms Legislation's requirements are a further consideration.

Therefore, I am prepared to approve the use of Fixed Term contracts for these individuals for a 2 year period. Any decision on extension can be taken on its merits at that time.

Please take forward.

Michael

From: [REDACTED]
Sent: 01 April 2011 11:56
To: COX Michael
Subject: 2.RESTRICTED:: Business Case sob trainer march 2011

Michael

As discussed Business Case for SOB trainers.

Thanks

[REDACTED]

12/03/2013

Correspondence of 13 June 2013 from Mr Matt Baggott

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 12\6976-2

13TH June 2013

Dear John.

PAC INQUIRY INTO PSNI USE OF AGENCY STAFF

Thank you for your letter of 15 May 2013 which sought further information to assist the Committee inquiry into PSNI Use of Agency Staff.

To aid the Committee I have listed the questions raised in your correspondence (*italicized*) and follow each with the relevant response. You will note that I have not dealt with the point regarding profit margin as I await further information in that regard. However, not wishing to delay the process, I felt you would value an answer to the other points now that I am in a position to provide them. I shall revert to you later with the outstanding information.

You asked for:

'Clarification of the relationship between Grafton agency contracts and the Resource Ltd managed services contract. In particular, were the roles previously allocated to agency / associate staff subsumed into the Resource 'managed service' contract, and if so, when; how many roles were transferred in this way; and whether any of the agency/ associate staff employed by Grafton were transferred to Resource.'

Response: There is no relationship between the Grafton agency contract and the Resource NI Ltd managed service contract – these have always been two separate contracts, for the provision of separate services.

However, for the purposes of clarity, these companies tendered together as a partnership for the previous Security Guarding & Associate Services contract, and were awarded that contract in 2009, until it expired on the 6 September 2012. Grafton carried out all recruitment campaigns for Resource under that contract, which has now lapsed with the partnership ending.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk

No agency/associate staff were automatically subsumed into Resource employment. Those temporary workers occupying roles which fell under the scope of the new Managed Services contract were advised that their services would be terminated. The staff taking up the new positions under the Managed Services Contract awarded to Resource NI Ltd all went through a recruitment application and interview process for the jobs available within the contract. Whether any of the former temporary staff applied for these roles was a decision for the individual. It was not a matter for the PSNI. Those candidates who were successful in passing the process were accepted and appointed as Resource employees. Any agency staff that were not successful either remained in the employment of Grafton or their contracts were terminated completely by Grafton.

There was no transfer of staff from Grafton to Resource. Had this been so, the staff would have been transferred under the terms of the TUPE regulations. This did not happen.

'Please provide and put in context a copy of standard tender specification and contractual documentation you referred to that now stipulates associate / agency staff will be accountable to the Police Ombudsman;'

Response: Temporary workers assigned to the Police Service of Northern Ireland are asked to declare, as part of their contractual agreement, that 'they will maintain the standards of conduct as set out in the PSNI Staff Handbook as it applies to police staff'.

The Police Ombudsman's Office has no statutory power to investigate police support staff, other than those designated with police powers under the Police (NI) Act 2003. Temporary staff are asked to declare that 'they agree to co-operate with all statutory agencies, including the Police Ombudsman's office'.

The PSNI intend to tender for a new temporary worker contract (probably later in 2013), and these obligations will be included in the tender specification (similar to those included in the recent Managed Services contract).

It should be noted that the remit of the Police Ombudsman is determined by legislation. Only police officers and those support staff who have been designated come within his remit currently. However, when the PSNI was invited to contribute to the public consultation on the proposals for the future of the Office of the Police Ombudsman for Northern Ireland, the Deputy Chief Constable stated the remit of the Police Ombudsman should be to cover all staffing groups within the PSNI.

'How many of the posts earmarked for agency/ associate staff since 2001 were civilian support staff roles which could have been advertised under the PSNI civilianization programme?'

Response: No posts were 'earmarked' for agency or associate staff. As with any other large-scale organisation, the use of temporary workers was and is a means of maintaining capability, during periods of financial and/ or organisational uncertainty.

The Police Service of Northern Ireland lost over 5,500 officers during the severance programme, exacerbating the 'churn' during a period of unprecedented transformational change. The use of agency staff was a mechanism to address interim resourcing requirements against this context, when permanent recruitment opportunities were reducing as a means of maintaining overall long-term affordability.

It would not be possible to conduct any meaningful analysis of each of the roles undertaken by the 2,740 temporary agency staff engaged over the previous 12 years, as referenced in the Northern Ireland Audit Office Report. This is because most of the engagements were relatively short-term in nature (in the context outlined above), the availability and accuracy of records over the entire 12 year period is limited, and the complexity of various funding arrangements over that time.

However, for illustrative purposes, some simple analysis has been undertaken of the 37 roles quoted in the report as being of 5 or more years in duration (fig 10, P31), and this shows that 27 of those staff have since left, and a further 6 are externally funded and due to leave later this year, leaving a total of 4 posts under main grant, all of which are also due to leave before the end of the financial year 2014/15.

With long-term affordability and sustainability as the PSNI's overarching focus in the corporate resourcing strategy, none of the roles analysed would have been suitable for permanent recruitment, for the reasons set out above.

'How many of the posts earmarked for agency/ associate staff since 2001 required employees to be authorized to use police powers?'

Response: None. Agency/associate staff could not be designated under the terms of the Police (NI) Act 2003.

'In respect of questions of 8 May relating to the costs and overheads of consultants, for illustration please provided those details as they apply to the case of Supt F who was the subject of a case study in the NIAO report.'

Response: In my letter to the Committee Chair of 3 June 2013 I provided information outlining the requirement placed by PSNI on the PII advisor to use PSNI accommodation due to the confidential nature of the material being handled.

In calculating cost to PSNI it should be noted that these are opportunity costs. PSNI utilize a 'ready reckoner' as a indicative guide for total staff costs which estimates the proportion of cost attributable to overheads, which includes accommodation, transport, communication and technology, and depreciation. This is calculated to be at 38% of gross pay.

I hope the Committee finds this information useful in their deliberations and I shall provide an answer to the one remaining point as soon as I am able. In addition I intend to take the opportunity to review your correspondence and our responses to date as a final measure to assure us both that the Committee have been provided with all that they have asked to this point.

Yours sincerely

Matt Baggott

MATT BAGGOTT

John Dallat
Deputy Chairperson
Public Accounts Committee
Northern Ireland Assembly
Room 371
Parliament Buildings
Ballymiscaw
Belfast BT4 3XX

Correspondence of 18 June 2013 from Ms Fiona Hamill

Fiona Hamill
Treasury Officer of Accounts

Aoibhinn Treanor
Committee Clerk
Public Accounts Committee
Northern Ireland Assembly
Room 371
Parliament Buildings
BELFAST
BT4 3XX

18 June 2013

Dear Aoibhinn

PAC Inquiry into PSNI: Use of Agency Staff

In confidence if necessary, please detail the profit margins secured by Grafton and by Resource in each of the contracts awarded during this time for the provision of agency/ associate staff.

CPD has advised that it holds profit margin information for the most recent Grafton contract for PSNI Civilian Recruitment Services. CPD does not hold profit margin information in respect of the Resource contract referred to in the question. I would ask the Committee to treat this information as Commercial-in-Confidence and that it is not disclosed in the Committee's report.

The Grafton contract was awarded on 11 December 2007, took effect from 1 January 2008 and will expire on the 31 December 2013. CPD have advised Grafton that the Committee has requested this information and that the data has been provided to the Committee along with a request that it is treated as Commercial-in-Confidence. The profit margin details for this contract are attached at Annex A.

As indicated this contract will expire on 31 December 2013, therefore it is the intention of CPD and PSNI that this requirement will be subject to open competition in the near future. Any public release of the data provided to the Committee would prejudice that competition and/or unfairly disadvantage Grafton, damaging its commercial interests. In addition it could reduce Grafton's ability to compete successfully for such services in the future in both the public and private sectors, because competitors would have the unfair advantage of knowing Grafton's pricing model structure.

Disclosing commercially sensitive material could diminish confidence in the integrity of the public tendering process and thus disincline companies from competing in such contests. This would weaken the ability of public authorities to obtain value for money in procurement.

I am happy to discuss the matter further with yourself or the Committee as required.

Yours sincerely



FIONA HAMILL

Chairperson's Letter of 24 June 2013 to Dr Michael Maguire

Public Accounts Committee

Dr Michael Maguire
Police Ombudsman
New Cathedral Buildings
Writers' Square
11 Church Street
Belfast

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

24 June 2013

Dear Michael,

PAC Inquiry on PSNI: Use of Agency Staff

As you may be aware, the Public Accounts Committee inquiry into this issue is ongoing. The issue of accountability arrangements to your office for PSNI agency staff has come to the Committee's attention.

The Committee understands that the tender specification and contractual documentation for the Managed Services contract now include a reference to co-operation with the Police Ombudsman.

The Chief Constable has advised the Committee that the PSNI will tender for a new temporary worker contract later in 2013 and that the tender specification will include an undertaking to co-operate with statutory agencies including the Police Ombudsman's office.

I would be grateful for your assessment of the adequacy of these arrangements in making all categories of agency staff accountable to your office in a meaningful and practical sense.

Please also outline whether it is envisaged, and if so in what timeframe, that legislative change will take effect to include agency staff substantively among the PSNI personnel to whom your oversight remit extends.

I would appreciate your reply by 28 June 2013.



Michaela Boyle
Chairperson
Public Accounts Committee

Chairperson's Letter of 25 June 2013 to Mr Ryan Henderson

Public Accounts Committee

SUPT Ryan Henderson
PSNI

Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX
Tel: (028) 9052 1208
Fax: (028) 9052 0366
E: pac.committee@niassembly.gov.uk
aoibhinn.treanor@niassembly.gov.uk

25 June 2013

Dear Ryan,

PAC inquiry into PSNI Use of Agency Staff

The Chairperson has asked me to write to you in response to your letter of 17 May.

You inquired whether the Committee had any outstanding queries to which the PSNI had not yet replied.

The Committee has considered this query and wishes to confirm that all questions have been answered.

I can also advise that Mr Gerry Kelly MLA is not a member of the Committee.

Finally, the Committee would also like to establish an indicative date for the Deloitte internal audit report into fixed term contracts awarded without competition. I would be grateful if you would please provide this by close of play today.

Yours sincerely,

Aoibhinn Treanor
Committee Clerk
Public Accounts Committee

Correspondence of 26 June 2013 from Mr Ryan Henderson

From: ryan.henderson@psni.pnn.police.uk [mailto:ryan.henderson@psni.pnn.police.uk]

Sent: 26 June 2013 12:04

To: Treanor, Aoibhinn

Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: RE: Correspondence from PSNI

Hi Aoibhinn,

You had asked that I enquire as to an indicative date for completion of the Internal Audit consideration of Fixed Term Contracts. The suggested date that is being worked towards is the 30th August 2013. I will keep you informed if this changes.

I hope this is helpful.

Best regards

Ryan

Correspondence of 27 June 2013 from Dr Michael Maguire



Our ref: AMcA/MF

27 June 2013

Ms Michaela Boyle
Chairperson
Public Account Committee
Room 371
Parliament Buildings
Ballymiscaw
Belfast

Dear Ms Boyle

PAC Inquiry on PSNI: Use of Agency Staff

Thank you for your letter of 24 June 2013 regarding the above.

At present my Office has the power to investigate public complaints made against civilian/agency employees of the PSNI who perform 'designated' roles, for example Custody Detention Officers. As part of a review of the powers available to me I have recommended that my remit is extended to include any civilian PSNI employee who operates alongside police officers in a policing capacity. I must stress that this will not cover all civilian/agency staff. My Office has been involved in ongoing discussions with the Department of Justice regarding these changes.

I welcome and support the proposal to include in the tender specification the undertaking that agency staff will co-operate with my Office. This, however, will only apply at present to those who perform designated roles. I am advised by the Department of Justice that the legislation to broaden my powers to include other civilian/agency PSNI employees who operate in a policing capacity will not be in place until 2015.

The proposal being made for the tendering process along with the new legislation will provide me with powers to investigate any civilian staff who occupy "designated" roles. Until the legislative changes are introduced the oversight of civilian staff will be limited to those staff currently designated. The sooner the legislative changes are introduced the more robust the oversight mechanisms will be.

Please do not hesitate to contact me should you require any further information.

Yours sincerely

A handwritten signature in black ink that reads 'Michael Maguire'.

MICHAEL MAGUIRE
Police Ombudsman for Northern Ireland

Dr Michael Maguire - Police Ombudsman for Northern Ireland



INVESTOR IN PEOPLE

New Cathedral Buildings, 11 Church Street, Belfast BT1 1PG Tel: 028 9082 8727
Fax: 028 9082 8615 Email: michael.maguire@policeombudsman.org Web: www.policeombudsman.org
Telephone calls to this office may be recorded and monitored for training, quality assurance and other lawful purposes

Correspondence of 25 September 2013 from Mr Ryan Henderson

From: ryan.henderson@psni.pnn.police.uk [mailto:ryan.henderson@psni.pnn.police.uk]
Sent: 25 September 2013 11:11
To: Treanor, Aoibhinn
Cc:
Subject: 1.NOT PROTECTIVELY MARKED-All Networks:: FW: Internal Audit Report

Dear Aoibhinn,

I have attached for the Committee a copy of the final Internal Audit report relating to Governance of Fixed Term Contracts. You will recall we had suggested providing this to members once complete.

The report has been considered by the PSNI Audit and Risk Committee and the recommendations placed onto our Overview system. Implementation of the recommendations will be monitored by the Service Executive Board and reported to the Audit and Risk Committee.

I hope you find this helpful. I would also invite you again to consider if there are any final requests for information that remain outstanding.

Best regards,

Ryan

Ryan Henderson
Superintendent for Chief Constable

PSNI Headquarters | Brooklyn | 65 Knock Road | Belfast | BT5 6LE

T: 028 9070 0005 (Direct)
E: ryan.henderson@psni.pnn.police.uk



Police Service of Northern Ireland
Internal Audit Ad-Hoc Review of Governance over Fixed Term Contracts

Date of Report: July 2013
 Status: **FINAL**
 Fieldwork Visit: April – July 2013
 Report Recipients: Judith Gillespie – Deputy Chief Constable
 Michael Cox – Deputy Director of HR
 Mark McNaughten – Head of Finance
 Paul King – Head of Financial Reporting & Accounting
 Louise Crilly – Employment Lawyer
 Niall McLaughlin – Internal Audit Contract Manager (for information purposes only)

This report has been prepared on the basis of the limitations set out in Section 5

This report and the work connected therewith are subject to the Terms and Conditions of the engagement letter dated October 2012 between Police Service of Northern Ireland and Deloitte LLP. The report is produced solely for the use of Police Service of Northern Ireland. Its contents should not be quoted or referred to in whole or in part without our prior written consent except as required by law. Deloitte LLP will accept no responsibility to any third party, as the report has not been prepared, and is not intended for any other purpose.

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Acknowledgement

We would like to take the opportunity to thank all the staff involved in assisting us in this review for their co-operation.

Section 1 - Executive Summary

1.1 Introduction

As part of the 2012/13 Internal Audit Operational Plan, Internal Audit was requested by the Deputy Chief Constable to undertake an ad-hoc review of the governance arrangements over fixed term contracts including the justification, documentation and approval processes associated with these contracts with a view to ensuring they are appropriate going forward.

A 'fixed term contract' is defined by NI Direct as one which is due to end when a specified date is reached, a specified event does or does not happen; or a specified task has been completed. Whilst PSNI has not formally defined a 'fixed term contract' as part of its overall policy framework, this term is used to refer to employees whose terms and conditions dictate a defined period of employment with PSNI. These employees are not agency staff or members of the permanent workforce.

PSNI is engaged in on-going discussions with the Public Accounts Committee (PAC) on the issue of temporary workers and other staffing issues. The PAC is particularly interested in the number of individuals engaged by PSNI on fixed term contracts "without an open and transparent competition having taken place". In a letter from the Chairperson of the PAC dated 7th December 2012, a request was made for the Chief Constable to respond to a number of queries, with the following requests specifically relating to fixed term contracts:

- *"Whether it was the case that two former Grafton employees now occupy fixed term contracts in the PSNI's central HR and crime departments; whether this was via open competition; whether any potential conflicts of interests were declared or identified in this respect; and if so how they are being managed by PSNI";*
- *"How many Grafton employees have been employed subsequently by PSNI on fixed term or permanent contracts? For which posts and in which Departments? How many were former police officers?"*
- *"How many appointments of Grafton employees by PSNI on fixed term or permanent contracts were not made through a competitive process, that is involving public advertisement of the vacancy, sifting of applications received in response and formal interview of the suitable candidates? For which posts and in which Departments? How many are former police officers?"*

PSNI have recently provided a response to the PAC and NIPB in relation to these queries, in a letter dated 29th March 2013 which we have had access to as part of our planning for this review. The response disclosed that there are currently 11 individuals engaged on fixed term contracts which were awarded without open competition.

Further details of the scope are provided in Section 1.2.

1.2 Objectives and Scope of the Internal Audit

The purpose of this ad-hoc review was to:

- Understand the current policies, processes and procedures in place around the justification and documentation of fixed term contracts (including the associated monitoring and reporting processes), through discussions with nominated PSNI Management and Staff (as outlined in Appendix II); and
- Consideration of the governance arrangements and approval structures around fixed term contracts in order to consider any potential improvements going forward.

Annex II provides a summary of the work completed against the detailed scope agreed in the terms of reference, which was approved by the Deputy Chief Constable.

Scope Limitations

We discussed at a high level the principles of an 'off payroll engagement' and how this differs from the circumstances of a fixed term contract, however we did not review the governance arrangements or control framework in place over 'off payroll engagements'. Furthermore, we would highlight that as internal auditors we are not legal advisers and as such have not considered the legal background to any of the individual cases disclosed to the PAC in the letter dated 29th March 2013.

Further details of the scope and approach of our review are included in Appendix I.

1.3 Background

Expenditure

At the time of our review there were 10 'live' fixed term contract employees employed by PSNI. In the 2012/13 financial year there were only two fixed term contracts awarded.

During 2012/13 PSNI spent £768,020 (including Employers National Insurance) on fixed term contract payments¹. This does not include payments to agency staff recruited through the recruitment provider contract.

"Off Payroll Engagements"

During the course of our review we were made aware of a number of "off payroll engagements". Off payroll engagements are legitimate routes to procure services under public sector rules. We understand that these engagements refer to individuals providing services to PSNI as suppliers (i.e. neither agency, fixed term contract employees or permanent members of staff). Each individual will invoice PSNI for their services and therefore

¹ PSNI Head of Payroll Branch, June 2013

are not paid via payroll. As a result, the control framework over the authorisation, use and monitoring of off payroll engagements rests with the Finance & Support Services Department, not the HR Department (on the basis that these individuals are suppliers to PSNI, not PSNI employees).

In April 2013 (subsequent to PSNI's correspondence with PAC with regards to fixed term contracts), DFP issued guidance which required PSNI to disclose 'off pay-roll' engagements in the annual accounts for the year ended 31st March 2013. Only those engagements exceeding £58,200 per annum in place as at 31 January 2012 were required to be disclosed, of which PSNI only had one.

At the time of this review, PSNI were conducting an exercise to establish a register of all off payroll engagements.

Recruitment process

Section 10 of the Constitutional Reform and Governance Act 2010 requires selection for appointment to the Civil Service to be on merit on the basis of fair and open competition (i.e. application of the 'merit principle'). The 'merit principle' has been defined by the Civil Service Commissioners (NI) Order 1999 that "...a person shall not be appointed to a situation in the Civil Service unless...the selection...was made on the basis of merit in fair and open competition".

However there are specific cases in which the merit principle can be set aside (for example, where legally a member of staff must be an employee of PSNI and therefore the post cannot be filled by agency staff). The Civil Service Commissioners acknowledge that there will be "specific circumstances where there exist strong and compelling grounds to depart from the principle".

Applicable legislation²

PSNI is obliged to comply with the "Fixed Term Employees (prevention of less favourable treatment) Regulations 2002". This legislation does not cover agency workers.

All fixed term contract workers have the same legal rights as members of permanent staff. For example, once a fixed term contract worker has been recruited, they are eligible to apply for transfer into a permanent role within the organisation. The legislation states that the employee shall be a permanent employee of the organisation if:

- "a) the employee has been continuously employed under the contract, or under that contract taken with a previous fixed term contract, for a period of 4 years or more; and
- b) the employment of the employee under a fixed term contract was not justified on objective grounds –
 - i) where the contract has been renewed, at the time when it was last renewed;
 - ii) where that contract has not been renewed, at the time when it was entered into."

We understand that where a fixed term contract worker has been recruited for a specific task (e.g. to lead a project) and that task still continues at the end date of the fixed term contract, the worker can argue that they should be retained by PSNI for that particular role as the business need continues³.

² This summary has been provided through discussions with PSNI Legal Services.

Under legislation, once an employee under a fixed term contract has been on more than one fixed term contract, spanning a total of 4 year or more, they can argue that they have become permanent members of staff.

Other Reviews in this Area

In May 2013, Criminal Justice Inspectorate NI issued a report entitled “Finding the Balance: matching human resources with priorities in the Police Service of Northern Ireland” which focused on how the organisation will move forward with workforce planning, whilst balancing the significant challenges of increased security threat and financial pressures.

In October 2012, NIAO issued a report entitled “The Police Service of Northern Ireland: Use of Agency Staff” which focused on the use of agency staff by the organisation. As part of the 2012/13 Internal Audit Operational Plan we have conducted follow up work to assess the progression of PSNI against the NIAO recommendations reported. The results of this follow up will be reported separately.

We do not believe there to be any specific recommendations coming out of these two reviews specifically applicable to the governance arrangements over fixed term contracts.

PSNI Process Improvement Unit are also conducting a review of the processes around recruitment of agency staff at the time of our internal audit review.

1.4 Summary of Current Governance Arrangements over Fixed Term Contracts

As part of the preparation for the change in regulations governing the use of Agency Workers, the Risk Demand and Resourcing (RDR) Committee, chaired by the Deputy Chief Constable, gave the authority to approve posts to the Resourcing Delivery Group in early 2011. As a result, all new fixed term contract, agency or permanent posts must be approved by the PSNI Resourcing Delivery Group, which is jointly chaired by the Director of HR and ACC Rural. The Resourcing Delivery Group is attended by Heads of Departments and Branches.

As outlined in Diagram 1.1. overleaf, there are numerous control points throughout the current end to end process from the identification of the need for a fixed term contract post, through to any subsequent approval of extensions to contracts previously awarded. To summarise, the key controls are:

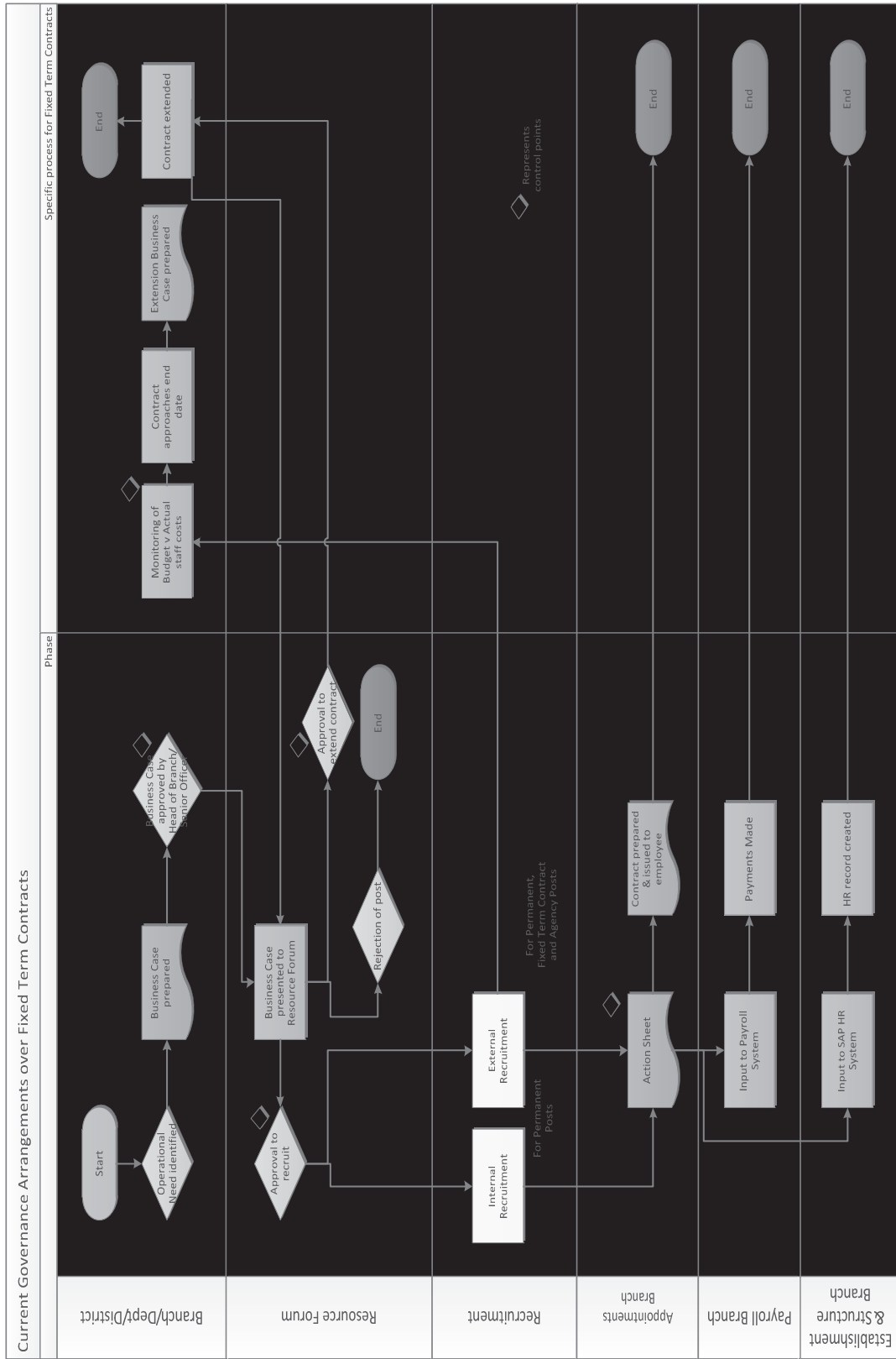
- Initial oversight and challenge of the business need for a fixed term contract post by the relevant SEB member who are required to sign off the local business case for the post;
- Subsequent challenge of the need for the post by the Resourcing Delivery Group which is jointly chaired by the Director of HR and ACC Rural;

³ As per discussion with PSNI Legal Services.

- Oversight of 'Action Sheets' by Central HR Appointments Branch, which must be completed by the Branch/District requesting the post subsequent to Resourcing Delivery Group approval. The employee should not be added to the SAP system or the PSNI payroll system without a completed Action Sheet.
- Review of payroll costs against budget by Heads of Business Services which will identify any additional posts which have not been budgeted for; and
- Requirement for additional business cases to be prepared and approved by the Head of Branch/ACC and subsequently the Resourcing Delivery Group, for extensions to contracts previously approved.

Prior to the implementation of the Resourcing Delivery Group in early 2011, all bids for fixed term contract posts were considered by the Resourcing Branch which was responsible for appropriately escalating bids for Director of HR/Deputy Director of HR approval where the bid was considered outside of allocated budget and/or required specific justification. Any bids for fixed term contracts which were being funded outside of the main grant would also have been escalated to the Director of HR/Deputy Director of HR for approval.

Diagram 1.1. Current Governance Arrangements for Challenge, Approval and Monitoring of Fixed Term Contracts



PSNI – Internal Audit Ad-Hoc Review of Governance of Fixed Term Contracts (Final) July 2013
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1.5 Conclusions

This report is based on the work performed as set out in the Terms of Reference, previously issued, and as noted at Appendix I.

As a result of our review we noted that the governance arrangements in place over the identification and authorisation of posts in relation to fixed term contracts have been significantly enhanced over the period from early 2011 through the implementation of the Resourcing Delivery Group which now provides an independent challenge function to ensure that all fixed term contracts are:

- a) required from an operational need perspective;
- b) subject to the appropriate recruitment process either internally or externally; and
- c) have authorisation from an SEB member.

However in Section 2, and Table 1.1 below, we have made a number of recommendations to further enhance controls in this area.

Based on our review, three recommendations have been made in this report as follows:

Table 1.1 Summary of Recommendations

Priority	Number	Accepted
One	1	-
Two	2	-
Three	-	-

The remainder of this report is summarised as follows:

- Section 2 - Results of Compliance Testing against Current Governance Arrangements;
- Section 3 - Overview of Governance Arrangements in place for Fixed Term Contracts disclosed to PAC;
- Section 4 - Summary of Other Key Findings and Recommendations; and
- Section 5 - Statement of Responsibility.

Section 2 – Results of Compliance Testing Against Current Governance Arrangements

Table 2.1 below outlines the summary results of our review of the fixed term contracts awarded during 2012/13, against the current governance arrangements we have identified through discussions with key PSNI Management and Staff. This represented a 100% sample.

Table 2.1 Results of Compliance Testing of New Fixed Term Contracts

Sample Ref	Business Case Completed	Business Case includes cost analysis of post	Business Case authorised by SEB member	Evidence of authorisation by Resourcing Delivery Group	Recruitment in line with route approved by Resourcing Delivery Group	Comments
EOI Media	✓ ⁴	X	✓ ⁵	X	N/A	This post was required due to an administrative error whereby a Student Officer missed the last training intake. Authorisation for this fixed term contract was not provided by the Resourcing Delivery Group. We understand that it was approved by the Director of HR.
Assistant Legal Adviser	✓ ⁶	X	✓ ⁷	X	N/A	Three fixed term contracts were awarded for Assistant Legal Advisors, from the same competition held in 2011. Two posts were awarded in 2012 and a further post was awarded in 2013.
Procurement Manager	X	N/A	X ⁸	X	N/A	This post was approved by the Director of HR.

⁴ Business Plan was an email from Head of Resourcing Branch to Appointments Branch with background to circumstances of appointment.

⁵ Approved by Director of HR

⁶ Request for Replacement Resources form completed outlining actions taken to find local solutions and why fixed term contract was deemed necessary.

⁷ Approved by the Head of Legal Services, Director of HR and Deputy Chief Constable.

⁸ Whilst a formal business case was not prepared, Internal Audit had sight of email communications with the Director of HR outlining the urgent requirement for the post.

Table 2.2 below outlines the summary results of our review of two fixed term contract extensions awarded during 2012/13, against the current governance arrangements we have identified through discussions with key PSNI Management and Staff. This represents a 100% sample of contract extensions during 2012/13.

Results of Compliance Testing of Extensions to Fixed Term Contracts						
Sample Ref	Business Case completed for extension	Business includes analysis extension to post	Case cost of extension to post	Business Plan authorised by SEB member	Evidence of authorisation of extension by Resourcing Delivery Group	Comments
Crime Ops Trainers	✓	✓	✓	✓	X	Extension of seven posts was approved by ACC Crime Ops and the Director of HR. Notification was provided to the DCC of ACC Crime Ops' intention to extend the posts prior to award of extensions.

Section 3 – Overview of Governance Arrangements in place for Fixed Term Contracts disclosed to PAC

	Head of Resourcing Post	Contract Manager	Crime Ops Trainers	Service Improvement Dept	Head of HET
Contract award date	12/04/2010 & 01/07/2011	01/07/2011	11/04/2011 and 03/05/2011	11/03/2013	01/02/2005
Reason for Merit Principle being set aside (as outlined in PAC letter)	<ul style="list-style-type: none"> Understanding of complexity of issues of HR Distribution Plan. Assessment against peer group. Cost of competition. 	<ul style="list-style-type: none"> Need for operational experience to challenge resource requirements submitted Time critical given contract procurement. 	Legislation required trainers to be PSNI employees to hold firearms so agency staff could not be utilised.	Financial implications of running Student Officer Training Course for one student officer.	Unique experience and knowledge of work at HET.
Business case process followed	Post was approved by the Director of HR	Post was approved by the Director of HR	Approved by ACC Crime Ops and Deputy Director of HR.	Post was approved by the Director of HR	ACC Crime Ops forwarded minutes to Director of HR for approval.
Extension details	This contract ceased on 30 th June 2013.	This contract ceased on 30 th June 2013.	Contracts all extended from April 2013.	Officer to be provided with Student Officer post in first Officer recruitment round.	2011 – approved by ACC Crime Ops & Director of HR but post is now permanent.
Other observations					We understand that the terms and conditions of this post were subsequently revised, on approval by the PSNI Remuneration Committee in 2008. The Remuneration Committee at that time was chaired by the Dputy Chief Constable.

Section 4 – Summary of Other Key Findings and Recommendations

4.1 Policies and Procedures

Priority 1	Finding	Recommendation	Rationale
<p><u>Fixed Term Contracts - HR</u></p> <p>Specific guidance around the authorisation and recruitment of fixed term contracts has not been prepared or communicated corporately. Whilst we appreciate that local Heads of HR should be knowledgeable in the end to end post approval and recruitment process, from preparation of a detailed business case to Resourcing Delivery Group approval and subsequent advertisement, it would be useful for simple guidance to be communicated to all Head of Branches/Directors/ACCs as a refresher given the current level of scrutiny experienced by PSNI over fixed term contracts.</p> <p>We also appreciate that there are standard templates in place for documenting and authorising business cases in relation to temporary worker contracts, which could be used going forward for fixed term contracts.</p>	<p><u>Fixed Term Contracts - HR</u></p> <p>A simple guidance document should be prepared and communicated in relation to the end to end business case authorisation and recruitment processes for fixed term contract posts. Specifically this should outline:</p> <ul style="list-style-type: none"> The need to prepare formal business cases with justification of need and cost analysis for approval by the relevant Head of Business Services, Head of HR and the relevant Senior Officer. The requirement for approval of each business case by the Resourcing Delivery Group. The authorisation process required for any further extensions to fixed term contracts. Arrangements in place for monitoring service delivery under fixed term contracts. 	<p><u>Fixed Term Contracts - HR</u></p> <p>Failure to adequately communicate the expectations of Senior Management with regards to the justification and authorisation of fixed term contracts may lead to inappropriate use of fixed term contracts which has both a financial impact and reputation impact for PSNI.</p>	<p><u>Fixed Term Contracts - HR</u></p> <p>Failure to adequately communicate the expectations of Senior Management with regards to the justification and authorisation of fixed term contracts may lead to inappropriate use of fixed term contracts which has both a financial impact and reputation impact for PSNI.</p>
<p><u>Off Payroll Engagements – Finance & Support Services</u></p> <p>From our discussions there may be a lack of clarity between what is a fixed term contract and the definition of an ‘off payroll engagement’. An off payroll engagement is actually a procurement arrangement whereby an individual supplies PSNI with a service. In these cases the individual is not an employee of PSNI and therefore the control framework around use of off payroll engagements is not owned by the HR Dept. Instead the control framework must lie with Finance & Support Services.</p>	<p><u>Off Payroll Engagements – Finance & Support Services</u></p> <p>We recommend that PSNI consider the overall control framework in place for ‘off payroll’ engagements in order to gain assurance that these services are procured</p>	<p><u>Off Payroll Engagements – Finance & Support Services</u></p> <p>Where PSNI does not have a clear overview of the process in place for procuring services under ‘off payroll engagements’ there may be a risk that these services are not being procured in line with public sector procurement requirements.</p>	<p><u>Off Payroll Engagements – Finance & Support Services</u></p> <p>Where PSNI does not have a clear overview of the process in place for procuring services under ‘off payroll engagements’ there may be a risk that these services are not being procured in line with public sector procurement requirements.</p>

Priority 1		
Finding	Recommendation	Rationale
	<p>in line with public sector procurement requirements (i.e. are not consultants by another name).</p> <p>The key differences between these arrangements and that of an 'off payroll engagement' should be addressed to clarify that off payroll engagements are a procurement route for PSNI as opposed to a method of employment.</p>	
Management Response		
<p><u>Fixed Term Contracts – HR</u></p> <p>PSNI are currently in the process of revisiting the Business Case template to incorporate more detail around proposed funding and cost analysis. There are a number of internal reviews ongoing into the engagement of temporary workers for PSNI. Findings will be consolidated and guidance published subsequent to the anticipated completion date in Autumn 2013.</p> <p><u>Off Payroll Engagements – Finance & Support Services</u></p> <p>Accepted. A formal definition for “off-payroll” submissions will be sought from HMRC and DFP. Once agreed off-payroll engagements will be monitored as part of the existing DAC register that is made available to Senior Management and the Audit & Risk Committee.</p>		
		<p>Deputy Director of HR 31st March 2014</p> <p>Head of Procurement/Finance. October 2013</p>

4.2 Monitoring of Fixed Term Contracts

Priority 2		
Finding	Recommendation	Rationale
<p>Central HR Appointments Branch maintains an excel spread sheet listing of all fixed term contracts awarded by PSNI since 2004. Internal Audit reconciled those contracts awarded since 2010 from SAP HR records back to the manual listing to verify its completeness.</p> <p>At present, this management information (which provides details of contracts due for extension and employees which have been offered permanent posts) is not provided to the Resourcing Delivery Group for oversight purposes.</p> <p>We have been informed that PSNI is currently collating returns from local Heads of HR with details of all current fixed term contracts in place, which can be used to assess the completeness and accuracy of the Appointments Branch spreadsheet.</p>	<p>The Fixed Term Contract listing maintained by Central HR should be reconciled regularly to the SAP HR records and presented to the Resourcing Delivery Group on a quarterly basis for oversight purposes.</p> <p>When presented to the Resourcing Delivery Group, a clear and simple reconciliation should be included to outline movements between the previous quarter's meeting to the current meeting.</p> <p>PSNI should ensure that once all fixed term contract returns from local Heads of HR are received; the information should be reconciled back to central HR data to ensure that the centralised spreadsheet listing is accurate and complete.</p>	<p>Failure to adequately monitor fixed term contracts at a holistic level could result in fixed term contracts being awarded without appropriate authorisation and/or fixed term contracts continuing without formal extensions which have been subject to scrutiny and approval.</p> <p>Where there is the potential that local and central HR data does not reconcile, there is an increased risk that fixed term contracts have been awarded at a local level without appropriate authorisation.</p>
Management Response		Nominated Officer and Target Implementation Date
<p>Whilst this recommendation is accepted as an appropriate control measure, it will require a review of the current processes and implementation of new internal procedures.</p>		<p>Deputy Director of HR 31st March 2014</p>

4.3 Financial Analysis of Fixed Term Contract Posts

Priority 2		
Finding	Recommendation	Rationale
The financial analysis conducted in relation to HR fixed term contract posts disclosed to the Public Accounts Committee considered the cost of competition against recruiting without open competition, as opposed to analysing the cost of procuring the same skills under a permanent or agency post.	<p>PSNI should ensure that as part of each fixed term contract business case presented to the Resourcing Delivery Group a financial analysis has been conducted of the following costs:</p> <ul style="list-style-type: none"> • Cost of competition; and • Cost of recruiting a fixed term contract post as opposed to a permanent or agency post. 	Failure to appropriately consider the longer term costs of recruitment under a fixed term contract may result in poor value for money for PSNI.
Management Response		
This recommendation will be incorporated into recommendation 4.1		<p>Nominated Officer and Target Implementation Date</p> <p>Deputy Director of HR 31st March 2014</p>

Section 5 - Statement of Responsibility

We take responsibility for this report which is prepared on the basis of the limitations set out below. The matters raised in this report are only those which came to our attention during the course of our internal audit work and are not necessarily a comprehensive statement of all the weaknesses that exist or all improvements that might be made. Recommendations for improvements should be assessed by you for their full impact before they are implemented. The performance of internal audit work is not and should not be taken as a substitute for management's responsibilities for the application of sound management practices. We emphasise that the responsibility for a sound system of internal controls and the prevention and detection of fraud and other irregularities rests with management and work performed by internal audit should not be relied upon to identify all strengths and weaknesses in internal controls, nor relied upon to identify all circumstances of fraud or irregularity. Auditors, in conducting their work, are required to have regards to the possibility of fraud or irregularities. Even sound systems of internal control can only provide reasonable and not absolute assurance and may not be proof against collusive fraud. Internal audit procedures are designed to focus on areas as identified by management as being of greatest risk and significance and as such we rely on management to provide us full access to their accounting records and transactions for the purposes of our audit work and to ensure the authenticity of these documents. Effective and timely implementation of our recommendations by management is important for the maintenance of a reliable internal control system.

Deloitte LLP
Belfast
July 2013

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Appendix I

Terms of Reference for Review

Appendix I
Terms of Reference for Review

I Background and Objectives

Background

As part of the 2012/13 Internal Audit Operational Plan, Internal Audit have been requested by the Deputy Chief Constable to undertake a review of the governance arrangements over fixed term contracts and Direct Award Contracts including the justification, documentation and approval processes associated with both. PSNI is engaged in on-going discussions with the Public Accounts Committee (PAC) on the issue of temporary workers and other staffing issues. The PAC is particularly interested in the number of individuals engaged by PSNI on fixed term contracts “without an open and transparent competition having taken place”. PSNI have recently provided a response to the PAC and NIPB in relation to this query, in a letter dated 29th March 2013.

II Scope and Approach

Approach

The purpose of our review will be to:

- Understand the policies, processes and procedures in place around the justification and documentation of fixed term contracts and direct award contract, through discussions with nominated PSNI Management and Staff (to be confirmed with PSNI);
- Consideration of the governance arrangements and approval structures around fixed term contracts and Direct Award Contracts in order to recommendation potential improvements;
- Evaluate the current process in place by which PSNI monitors and reports on fixed term contracts and Direct Award Contracts; and
- For a sample of fixed term contracts and Direct Award Contracts ensure that they were approved in line with applicable guidance and requirements.

Our approach will include the following:

Fixed Term Contracts and Direct Award Contracts

- Discussions with nominated PSNI staff to understand the process in place to ensure fixed term contracts and Direct Award Contracts are identified and monitored by PSNI;
- Sample testing from payroll data and HR ‘new starts’ data to ensure that fixed term contracts and Direct Award Contracts are being appropriately recorded as such;
- Discussions with nominated PSNI staff to understand the justification for the fixed term contract/Direct Award Contracts for a sample of contracts (for example could PSNI have foreseen particular resource shortages to ensure that appropriate skills were available within the organisation?);
- Discussions with nominated PSNI staff to understand the ‘Merit Principle’ and any occasions where the ‘Merit Principle’ has been/could be set aside.
- Review of supporting documentation for a sample of fixed term contracts/Direct Award Contracts to ensure that each was appropriately approved in line with PSNI guidance and broader public sector requirements;
- Consideration of any analysis conducted by PSNI to evaluate the cost of each fixed term contract/direct award contract against the cost of open competition to

Appendix I

Terms of Reference for Review

Approach	<p>recruit directly for a sample of fixed term contracts;</p> <ul style="list-style-type: none"> • Review of supporting documentation to understand any guidance provided from PSNI Legal Services Dept and/or PSNI Procurement Unit in relation to Fixed Term Contracts and Direct Award Contracts; • Review of supporting documentation around extensions to a sample of fixed term contracts/Direct Award Contracts to ensure that the basis for the fixed term contract still remained at the time of each extension; • Review of PSNI management information around fixed term contracts and Direct Award Contracts. <p>This approach will include interviews with selected SEB members and contacts from the HR Department (to be agreed with the Deputy Chief Constable).</p> <p>Reporting</p> <ul style="list-style-type: none"> • Regular update / progress reports to the Deputy Chief Constable; • Provision of verbal update of findings for discussion by 10th May; • Preparation of a draft report which will outline the following: <ul style="list-style-type: none"> • issue of draft report for management review and comment by 17th May; and • issue of final report with management responses and proposed implementation dates.
Limitations and Exclusions of the scope	<p>We will not consider:</p> <ul style="list-style-type: none"> • any contracts with which PSNI have engaged external firms to provide advice/consultancy services; • any contracts in place with forensic medical officers; • any 'ad-hoc' arrangements with soil analysts, voice analysts or subject matter experts for investigations (as reported to PAC and NIPB); • any volunteering arrangements with external groups (e.g. Victims Support, Barnardos)
V Preliminary Assessment of Risk	<p>Preliminary Assessment of Risk</p> <p>Potential risks may include but are not limited to:</p> <ul style="list-style-type: none"> • Unnecessary use of fixed term contracts/Direct Award Contracts where PSNI could reasonably have been expected to foresee a resource requirement; and • Unauthorised use of fixed term contracts/Direct Award Contracts.

Appendix I
Terms of Reference for Review

VI Logistics

Sponsor & Key Contacts

The Sponsor for this review is the Deputy Chief Constable. Other key contacts include Louise Crilly, Legal Services Department.

Logistics

The review is expected to take 10 days, including planning, fieldwork and completion of report to finalisation stage and will commence on 22nd April 2013. The review will be led by Gillian Russell and Stacy Bonar. Other key members of staff will include Stephanie McCormick. We can confirm that the staff involved in the review have been security cleared in accordance with your protocols.

Reporting Protocol

The draft report will be issued to the Deputy Chief Constable. Niall McLaughlin/Mark McNaughten will receive a copy for information purposes as the Internal Audit Contract Manager. The final report will be provided to the recipients of the draft report and the Deputy Chief Constable, with a separate executive summary to the Audit and Risk Committee (ARC). We understand that the Chief Constable wishes to share the final report with NIPB.

Appendix II

Personnel Interviewed

Appendix II
Personnel Interviewed

Staff Consulted

Name	Responsibility
Judith Gillespie	Deputy Chief Constable
David Best	Director of Finance & Support Services
Joe Stewart	Director of HR
Michael Cox	Deputy Director of HR
Drew Harris	ACC Crime Ops
Rodney McGuckin	Head of HR Crime Ops
Donna Scott	Head of Legal Services
Louise Crilly	Employment Lawyer
Ian Liddle	Head of Business Services
Paul King	Head of Financial Reporting and Accounting
Michael McKeown	Head of Payroll
Karen Blakely	Procurement to Pay Unit
Christine Kerr	Appointments Branch
Stephanie Gray	Appointments Branch

Annex I

PSNI Response to PAC Request for Information

Relating to Fixed Term Contracts Without Open Competition

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 12\6976-2

29TH March 2013

Dear Mr Dallatt

PAC INQUIRY INTO PSNI USE OF AGENCY STAFF

I write in response to your letter of 1 February 2013.

I would like to apologise for the length of time it has taken to provide this response to you but, as I trust you can see from the information provided, we have hoped to be as fulsome as possible in our response.

In response to the first paragraph of your letter, dated 1 February 2013, there are two specific sections to this request which are addressed separately below:

The first part referred directly to a previous response but seeking additional information for the years prior to 2012, again on the breakdown of number of ex officers successful.

These documents are available from 2009 and the information has been shared with PSNI to cross reference against personnel records. The findings are as follows:

- In 2009 1269 CVs were sent, 324 CVs were successful, 284 of these were unique individuals. PSNI has checked their records to identify which of these candidates had experience as a police officer in PSNI, it is our understanding that of these 284 individuals 192 were ex police.
- In 2010 1237 CVs were sent, 425 CVs were successful, 402 of these were unique individuals. PSNI has checked their records to identify which of these candidates had experience as a police officer in PSNI, it is our understanding that of these 402 individuals 265 were ex police.
- In 2011 602 CVs were sent, 254 CVs were successful, 236 of these were unique individuals. PSNI has checked their records to identify which of these candidates had experience as a police officer in PSNI, it is our understanding that of these 236 individuals 159 were ex police.

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



The second part requested additional information as follows "of the 493 CVs provided in 2011-12 how many were those of former police officers?". The answer below also gives some additional breakdown to the previous data which referred to the number of CVs and not individuals. It is hoped that the clarification below will be helpful.

From the 493 CVs forwarded for roles in 2012, 323 records were unsuccessful - from the 323 records there were only 202 actual individuals - from the 202 individuals, we understand that 59 were ex police. 170 records were successful - from the 170 records there were only 139 individuals - from the 139 individuals, we understand that 74 were ex police.

The reference in the earlier letter to "employees (as the term is normally understood)" was intended to cover individuals who were permanent employees on Grafton's payroll. This was to differentiate such people from temporary workers who had that relationship with Grafton. The distinction was drawn as it was not clear what the intention was in the question. For completeness, the details of individuals who were previously engaged as temporary workers were also provided.

There are currently eleven individuals engaged on Fixed Term Contracts (FTCs) which were awarded without open competition. Of them, eight have previously been engaged as temporary workers. This was the substance of question 9 in the PAC's letter of 7 December 2012. There was an FOI question on this point but it was not limited to former temporary workers and was answered accordingly. One of the FTCs awarded without competition has only come to pass in the last two weeks and so was not included in either the previous PAC response or the FOI response. Details of all these appointments are set out in the attached table.

The following are the answers to the particular questions posed:

- Of the 11 individuals, 8 were previously engaged as temporary workers prior to being given FTCs.
- The table below shows the dates of the commencement of the FTCs and their projected end dates. It also shows the temporary contract dates and the duration in weeks of that contract.
- You will note from the table that one of the individuals has held two fixed terms contracts and an associate contract in the interim. He is included in the 8 individuals who have previously been engaged as temporary workers. This refers to the period when he was engaged as a temporary worker, prior to his current FTC.

District	Temp contract prior to FTC	FTC DETAILS		As Agency/Associate Member of staff					
		Start date of FTC	Projected end of FTC	From	To	Week(s)	From	To	Week(s)
HR DEPT	Yes	01.07.11	30.06.13	01.09.09	30.06.11	95.29			
HR DEPT (2 CONTRACTS)	No	12.04.10	30.04.11						
	Yes	01.07.11	21.06.13	05.05.11	30.06.11	8.00			
CRIME OPS	Yes	11.04.11	10.04.13	01.04.11	08.04.11	1.00			
CRIME OPS	Yes	11.04.11	10.04.13	06.12.10	08.04.11	17.57			
CRIME OPS	No	18.04.11	17.04.13						
CRIME OPS	Yes	03.05.11	02.05.13	01.04.11	02.05.11	4.43			
CRIME OPS	Yes	11.04.11	10.04.13	14.04.10	21.04.10	1.00	06.12.10	08.04.11	17.57
CRIME OPS	Yes	11.04.11	10.04.13	01.04.11	08.04.11	1.00			
CRIME OPS	Yes	11.04.11	10.04.13	01.04.11	08.04.11	1.00			
HET	No	01.02.05	31.01.09			0.00			
HET	No	01.11.08	31.10.10			0.00			
HET	No		31.03.11			0.00			
HET	No		31.03.13			0.00			
SID	No	11.02.13	10.03.14						

original ftc
new ftc
extension
Extension
New ftc

The justification for each appointment has been provided by the Director of Human Resources as follows:

- **HR Department (Director of Human Resources)**

- 1 The Head of Resourcing post is long standing dating back from the amalgamation of officer and staff personnel branches in early 2002. This role has been pivotal in recent times to the development of the longer term resourcing strategy to define an 'affordable' HR Distribution Plan and then each year to broker through consultation the annual plan for approval by the RDR Committee. The plan, when agreed, informs the selection programmes and facilitates transfers/appointments across the Service. This responsibility is largely taken for granted but is both challenging and time consuming. Previously, the role contributed to a very significant degree to the Strategic Review in 2009, the Rank Ratios reduction in 2008/09, the Rank Ratios reductions in 2009/10 and the delivery of the 30% Catholic representation before that. The FTC was awarded to the individual because he has extensive relevant experience to meet the current and emerging challenges.

The offer of the FTC was done to meet two particular challenges:

The need to continue the detailed and complex work related to the development of an 'affordable' HR Distribution Plan. Because of the size of the pay budget, this is the critical aspect of the organisation's financial planning. That remains the case. The individual was uniquely placed to do this with his understanding of the complexity of the issues drawn from his

previous experiences. Additionally, his skills and abilities allowed him to undertake the work quickly and effectively. The assessment was that there was no one who would have been as effective among his peer group. The HR function is widely regarded as being too expensive. The position has been confirmed recently by the HMIC and KPMG assessments. Against that background, it would not have been preferable to fill the post substantively. That decision has been vindicated by the HR Review, with the RDR Committee accepting the principle to reduce the number of posts at this level was at its most recent meeting. It could be argued that the FTC should have been advertised but it was concluded that the cost could not be justified when balanced against the individual's experience.

2 Contract Manager

The need for someone with operational experience to secure savings under the Managed Service Contract was identified as Resource were forced to take on the responsibility of the previous contract holder three months earlier than planned in June 2009, in difficult circumstances. This was seen as a temporary requirement to properly identify PSNI's real operational need and obtain cost savings as the new contract commenced. No other HR Department resource was available or competent to undertake this work. The post was never intended to be permanent, as previously explained, it was considered temporary to enable the Managed Service contract to bed in, with the intention thereafter of determining whether the contract could be managed within existing departmental resources. Intervening events were the need driven by organisation resource/modernisation grounds to expand the Managed Services Contract. Secondly, demand exceeded expectation, due to expansion into areas not foreseen by operational colleagues, the scope and the value of the contract maximised. This meant that the contract had to be re-tendered two years post commencement to comply with procurement advice as opposed to a hoped for duration of five years. The need to find £135m savings in this CSR period provided additional impetus.

Critically, PSNI became aware that as the re-tender was about to commence the individual on a temporary contract had been approached by a potential bidder to offer him a permanent position in their bid team (note the bidder subsequently engaged another senior retired officer to advise them on their bid). In the interests of competition and value for money time was of the essence and an internal/external competition would not have met the organisational need. To meet the operational requirement of the Managed Service Contract, we would have been required to appoint a serving police officer to the role. This solution would not have met with support from colleagues as another organisational priority was to maximise police officers in operational roles. Even if a serving officer had been released, such action would not have compensated for the loss of the individual's knowledge. Such knowledge imparted to a bidder would have put at risk PSNI's ability to maximise best value for the public purse. PSNI therefore moved to offer the individual a two year contract, on the basis of a 25 hour working week, to see through the procurement of a new contract and its bedding in. The new contract, valued at circa £180m over seven years, commenced on 1 September 2012 and on rates lower than those previously available.

- **Crime Ops (ACC Crime Ops)**

Within Special Operations Branch there are three specialist areas of Firearms, Surveillance and Intelligence. Under the Voluntary Severance Scheme PSNI had lost significant training capacity. PSNI was unable to backfill these officers from operational teams due to the current security situation and also organisational shortage of officers in these roles.

At this time PSNI had Surveillance and Specialist Firearms courses ongoing, with a further Surveillance programme about to commence. In order for these training programmes to continue, and to provide business continuity, we required seven trainers to be employed. In addition to the District Trainer role profile, the area of skills, knowledge and experience was enhanced given the specifics of this role. All candidates needed to have a Police Trainers Certificate or Firearms Training Certificate and they would have responsibility for training, mentoring and supervising candidates in exercised environments.

This option provided the opportunity to allow C4 officers who were used to supplement the training numbers to be utilised back within operational duty.

PSNI Crime Operations identified two options to solve the problem:

- 1 Recruit the seven trainers on a temporary basis, via our Recruitment provider, based on the agreed role profile and grade.
- 2 Recruit the seven trainers on a two year FTC, in line with the security bid funding, in order to increase our capability within the specific areas of Specialist Operations Branch. This again would be based on the agreed role profile and grade of Executive Officer 1.

PSNI Legal Services Department initially advised that these staff could be hired per option 1. However, within a very short period of time, Legal Services reversed their initial opinion and subsequently advised that under the Firearms Northern Ireland Order 2004 staff could only lawfully execute their responsibilities as direct employees of the Chief Constable.

The specialist skill sets demanded by ACPO National Standards are only found amongst select groups of serving or retired police officers. Accordingly, to avoid reduction in operational capability, these staff were offered FTCs.

- **SID (Director of Human Resources)**

I can advise in respect of the recent FTC (commencing on 11 February 2013) without competition, that this arose as a result of an administrative error within Human Resources, resulting in the individual being unable to be given a place on a Student Officer Training Course, before the last intake of student officers. It would have been inappropriate, given the financial commitments involved to have a dedicated student officer training programme for one individual alone. The individual is being engaged by PSNI in a civilian role until such time as the first

available opportunity to take up a place on the next Student Officer Training Course.

- **HET (ACC Crime Operations)**

Crime Operations Department has advised that in respect of the FTC in HET that this was initially for a four year period commencing on the 1 February 2005, renewed in November 2008 for a period of two years and further extensions up to the present day. This contract has been awarded on the basis that Mr David Cox has unique experience and knowledge of the work at HET, with extensive links with NGOs and other Government Departments. His contract has subsequently been renewed, consistent with the perceived finish dates of the Historical Enquiry Team, which you will be aware have been extended themselves.

In each of these cases very particular circumstances pertained. In each of the cases the running of a competition would have been a waste of public funds and in fact been neither open nor transparent as the outcome would have been inevitable.

In none of the cases referred to is there any suggestion that the individuals did not have the capability to discharge their functions completely.

Further to the Committee's Question 13, we note that you wish us to explain the difference in practical terms between consultants and external advisers, as well as confirming how many external advisers are currently employed by PSNI and of those how many are allocated offices in the PSNI Estate?

PSNI has defined consultants and those providing other professional services based on the DFP (Guidance on the Use of Professional Services, including Consultants). This Guidance defines consultancy services as ad hoc consulting requirements to provide advice, identify options. Typically, consultancy will be a specific, finite or one-off task or project which provides advice or identifies options. Other professional services relate routine business and implementation of advice or options identified by consultants. This latter category would include external advisers. In order to fully answer the question contained in your letter of 1 February 2003, we have included categories of services as services which PSNI avails of from external providers. None of the individuals or companies named below are employed by PSNI but are included in this letter as we do engage their services.

You will appreciate that where we have named individuals in this attached table and would ask that, given the very real security threat that exists amongst PSNI staff, officers and those providing their services to us, this attached list be regarded as confidential.

- PII Adviser – Engaged on a direct award contract due to expire on 13 May 2011. This individual does have an office allocated on PSNI premises.
- Three Non-Executive Members of PSNI Audit and Risk Group – one individual was originally recruited through external competition on 1 March 2005, with a series of extensions to his contract, currently due to expire on 28 February 2014.

The second individual was appointed through external competition on 1 October 2008, with a series of extensions of his contract, currently due to expire on 30 September 2014. The third individual was appointed on 1 October 2012 as a temporary/interim appointment for a period of 13 months.

- Two mentors appointed to provide advisory services to the Northern Ireland Community Safety College at Desertcreat. The first has been engaged since 1 December 2010 and the second since December 2010.

There are a number of contracts which PSNI have also engaged in with external firms. These include KPMG (providing equality impact assessment, providing EQIA processes for speedy justice – testing purchasing alcohol); of Concordia for Causeway Project; Assidua (IT) Services; Queens University of Belfast (QUB); (demand modeling); Business Assistance Analysts (provided under the PSNI Fujitsu Support Contract); KPMG; Efficiency and Knowledge Support Unit from the College of Policing; Translator Contract (Policing with the Community Contract). This is not an exhaustive list as I have not included contracts which have been procured through the Procurement and Logistics Services.

In addition to these contracts PSNI also has a contractual relationship with a number of forensic medical officers. Each forensic medical officer is retained on an individual contract and work within the custody units of PSNI.

In addition to all of the above, PSNI also enter into ad hoc arrangements as necessary with the following groups of people:

Soil Analysts;
Voice Analysts;
Subject matter experts for certain investigations.

PSNI have volunteering arrangements with the following groups in respect of training:

Victim Support;
NIR;
Women's Aid,
Labour Relations Agency;
Cithrah,
Alternatives;
Social Research Associates (a contract which is held with HOUR, of which PSNI Equality and Diversity Unit has a part);
Barnados;
Good Morning Newtownabbey;
RNIB;
Northern Ireland Youth Justice;
PONI;
Coroners Officer;
Assert;
Wave;
Newtownabbey Borough Council;

Autism Society;
FASA.

I appreciate that I may have gone further than the definition of consultant and external adviser but as referred to above I wish to provide a fulsome and open response.

I still await final details of some other relationships, such as those laid out above but I am conscious of the length of time since receiving your letter and so will undertake to return to you with these final details as soon as they are to hand.

I am aware that in some cases the merit principle has been set aside. In order to provide me with assurance that all current and future issues of governance, stewardship, policy and practice have been appropriately addressed, I would advise the committee that I have requested PSNI's Internal Audit to carry out an assessment of all PSNI contractual arrangements. I am very content to forward to you their findings when they are received.

Yours sincerely

Matt Baggott

MATT BAGGOTT

Mr Dallatt
Deputy Chair Person
Public Accounts Committee
Room 371
Parliament Buildings
Ballymiscaw
BELFAST
BT4 3XX

Personal, Professional, Protective Policing



**MATTHEW BAGGOTT CBE QPM BA(Hons)
CHIEF CONSTABLE**

Our Ref: Com Sec 1216976-2

29th March 2013

Dear Brian,

As you are no doubt aware, PSNI is engaged in ongoing discussions with the PAC on the issue of temporary workers and other staffing issues. Of particular interest to the PAC is the number of individuals engaged by PSNI on Fixed Term Contracts (FTCs) "without an open and transparent competition having taken place".

As these contracts are issued in the name of the Board, I enclose for your attention the response which we have provided to the Public Accounts Committee today. You will note that reference is made to 11 FTCs offered without competition. Of these 11 contracts 7 are in respect of Trainers within the Crime Operation Branch and 2 are within HR, one is in HET and one is in Service Improvement Unit. The rationale is set out in the response to the Public Accounts Committee, which is enclosed.

I also wish to advise you of a Direct Award Contract which was issued to a PII Adviser, who works within the Legacy Support Unit. The PII Adviser was previously engaged on a series of single tender actions before the DAC was in place and there was a period of time when no contractual arrangements were in place. Again, the rationale has been set out in the attached correspondence.

I am aware that in some of the cases provided, the merit principle has been set aside. In order to provide me with assurance that all current and future issues of governance, stewardship, policy and practice have been appropriately addressed, I would advise the Board that I have asked PSNI's Internal Audit to carry out a review of these arrangements. I am very content to forward to you their findings when they are received.

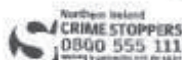
Yours sincerely,

Matt

MATT BAGGOTT

Brian Rea OBE JP
Chair
Northern Ireland Policing Board
Waterside Tower
31 Clarendon Road
Clarendon Dock
BELFAST
BT1 3BG

Private Office, PSNI Headquarters, 65 Knock Road, Belfast, Northern Ireland BT5 6LE
Telephone: 028 90 561613 Fax: 028 90 561645 Email: comsec1@psni.pnn.police.uk



Annex II
Summary of Work Completed against Agreed Scope

Scope/Approach	Work Completed	Reference to Key Findings Identified
<p>Discussions with nominated PSNI staff to understand the process in place to ensure fixed term contracts and the single Direct Award Contracts disclosed in the PAC letter, are identified and monitored by PSNI.</p>	<p>Meetings were conducted with a range of PSNI Senior Officers and Staff as outlined in Appendix II. This focused primarily on the control framework currently in place over the identification of need for a fixed term contract, the authorisation of the post (and method of recruitment) and the subsequent monitoring of the contract to ensure any extensions required are identified on a timely basis and appropriately authorised. We also reviewed the supporting documentation available in relation to the single Direct Award Contract disclosed in the PAC letter to understand the process by which the contract had been awarded.</p>	<p>Recommendations 4.1, 4.2 & 4.3</p>
<p>Sample testing from payroll data and HR 'new starts' data to ensure that fixed term contracts and Direct Award Contracts are being appropriately recorded as such.</p>	<p>Internal Audit was provided with a listing of all 'new starts' added to payroll from January to June 2013. All staff were civilian staff, with no Police staff appointed during the same period. There were 44 civilian staff added to payroll in the period. Internal Audit reviewed the supporting HR files in order to confirm whether any were fixed term contracts. Where fixed term contracts were identified, Internal Audit traced these through to SAP and to the Appointments Branch central listing of all fixed term contracts to ensure that the post had been appropriately disclosed and recorded as a fixed term contract. No exceptions were noted.</p>	<p>Not applicable</p>
<p>Discussions with nominated PSNI staff to understand the justification for the fixed term contracts and single Direct Award Contract disclosed in the PAC letter (for example could PSNI have foreseen particular resource shortages to ensure that appropriate skills were available within the organisation?);</p>	<p>For those contracts disclosed to the PAC in the letter of 29th March 2013, we met with the following individuals to understand the justification for the fixed term contract/Direct Award Contract:</p> <ul style="list-style-type: none"> • Director of HR • Deputy Director of HR • ACC Crime Ops • Head of HR, Crime Ops • Head of Legal Services • Employment Lawyer <p>Key findings resulting from these interviews, review of the information disclosed to PAC and the supporting documentation made available has been outlined in Section 3.</p> <p>We also selected the three most recent fixed term contracts awarded by PSNI and reviewed available</p>	<p>The findings of this work are reported in Section 2.</p>

	supporting documentation to understand the justification for these particular contracts. This included review of extensions awarded to fixed term contracts during 2012/2013, to consider the justification for the extension.	
<i>Discussions with nominated PSNI staff to understand the 'Merit Principle' and any occasions where the 'Merit Principle' has been/could be set aside.</i>	We met with the PSNI Employment Lawyer to gain an understanding of the 'Merit Principle' and any occasions where the 'Merit Principle'. We were also provided with details of the Civil Service Commissioners (NI) Order 1999 for reference purposes. Scope Limitation – Internal Audit are not legal advisers and therefore cannot comment on the legal opinion to any occasions where the merit principle has been set aside.	Not applicable
<i>Review of supporting documentation for a sample of fixed term contracts/Direct Award Contracts to ensure that each was appropriately approved in line with PSNI guidance and broader public sector requirements;</i>	We selected the three most recent fixed term contracts awarded by PSNI and reviewed available supporting documentation to ensure that each had been appropriately approved in line with current governance requirements (i.e. by an Service Executive Board member and then subsequently by the Resourcing Delivery Group).	The findings of this work are reported in Section 2.
<i>Consideration of any analysis conducted by PSNI to evaluate the cost of each fixed term contract/direct award contract against the cost of open competition to recruit directly for a sample of fixed term contracts;</i>	We selected the three most recent fixed term contracts awarded by PSNI and reviewed available supporting documentation to ensure that each business case appropriately reflected the estimated costs of open competition against the associated costs of recruiting directly. We also reviewed (for a sample of extensions awarded to fixed term contracts during 2012/2013) whether the same cost analysis was undertaken prior to each extension being authorised.	The findings of this work are reported in Section 2. Recommendation 4.3
<i>Review of supporting documentation to understand any guidance provided from PSNI Legal Services Dept and/or PSNI Procurement Unit in relation to Fixed Term Contracts;</i>	We met with the Head of Legal Services to confirm if any guidance has been communicated from Legal Services Dept in relation to fixed term contracts/Direct Award Contracts. We also spoke to the Head of Procurement & Logistic Services. We confirmed that there has been no specific guidance issued by either Legal Services or PALS in relation to Fixed Term Contracts.	Recommendation 1.1
<i>Review of supporting documentation around extensions to a sample of fixed term contracts/Direct Award Contracts to ensure that the basis for the fixed term contract still remained</i>	We reviewed the business case prepared for the extension to the posts of Crime Ops Trainers and confirmed that the extension was based on the same justification as for the original fixed term contract. These were the only extensions to fixed term contracts during 2012/2013 financial year.	The findings of this work are reported in Section 2.

<p><i>at the time of each extension; Review of PSNI management information around fixed term contracts and Direct Award Contracts.</i></p>	<p>We met with representatives from the Appointments Branch to consider and review the management information retained in relation to fixed term contracts. We reconciled the management information with the following data:</p> <ul style="list-style-type: none"> ○ A download from SAP HR system outlining all new fixed term contracts awarded by PSNI since 2010, based on those records flagged as a fixed term contract on SAP; ○ The PSNI external recruitment listing outlining all posts advertised by the organisation since 2002; and ○ The March 2013 letter from the Chief Constable to the Public Accounts Committee. <p>Scope limitation We reviewed the supporting documentation in relation to the single Direct Award Contract disclosed to PAC.</p>	<p>Recommendation 4.2</p>
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Northern Ireland
Assembly

Appendix 4

List of Witnesses who Gave Oral Evidence to the Committee

List of Witnesses who Gave Oral Evidence to the Committee

- 1) Mr Nick Perry, Accounting Officer, Department of Justice
- 2) Mr Matt Baggott, Chief Constable, Police Service of Northern Ireland (PSNI)
- 3) Ms Judith Gillespie, Deputy Chief Constable, PSNI
- 4) Mr Joe Stewart, Director of Human Resources, PSNI
- 5) Mr David Best, Director of Finance and Support Services, PSNI
- 6) Mr Michael Cox, Deputy Director of Human Resources, PSNI
- 7) Mr Sam Pollock, Chief Executive of Northern Ireland Policing Board
- 8) Mr Jason Kennedy, Chief Executive, Grafton Recruitment
- 9) Mr Kieran Donnelly, Comptroller and Auditor General; and
- 10) Ms Fiona Hamill, Treasury Officer of Accounts, Department of Finance and Personnel.



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