



SECONDMENT POLICY/ PROCEDURE

(Version control 19 March 2012)

ULSTER UNIVERSITY

SECONDMENT POLICY/PROCEDURE

1. INTRODUCTION

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

It is important to remember that although secondments are generally regarded as being beneficial no member of staff has an entitlement to secondment. Staff who wish to be considered for a secondment must make a request in writing to their Head of Faculty/School/Department. If the request cannot be facilitated then the member of staff will receive the rationale for such a decision from the Faculty/School/Department.

1.1 The arrangements set out in this Policy document define secondments as:

A tripartite agreement where the three parties involved are:

- the person seconded (secondee);
- the organisation/school/support department in which the secondee was originally employed (donor);
- the organisation/school/support department with whom the secondee is placed for the secondment (recipient);
- the management of the secondee is the responsibility of the recipients;
- the secondee's employment with the donor will continue after the secondment.

1.2 Secondments will be either

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

either

- full-time: for the whole working time (pro rata) of the secondee; or
- 'shared': where part of the secondee's working time is spent with the recipient and part with the donor.

1.3 The purpose of this document is to bring clarity to the management of secondments. Secondments may originate in a variety of ways, and this document deals with how they should be handled once the decision has been taken. It does not cover 'leave of absence' or career breaks or redeployment, for which separate provisions exist.

2. EQUAL OPPORTUNITIES

- 2.1 The University's Equality and Diversity Statement states that recruitment, training and promotions opportunities will be open to all staff on a fair and equal basis. Whilst secondment opportunities are not a right for any member of staff the University will monitor the use of the secondments policy to ensure that it is applied fairly.

The University's Equality and Diversity statement can be assessed via the attached link:

www.equality.ulster.ac.uk/equalopportunities.html

3. ELIGIBILITY

- 3.1 To qualify for consideration for a secondment opportunity staff must:
- Have worked for the University for a period of three years.

4. DURATION

- 4.1 The maximum total period for any full-time/pro rata secondment will be up to three years. A formal review will be required not later than two years after commencement (as appropriate), with continuation for a final year being subject to agreement that it is in the interests of all three parties. No extension beyond the maximum three years will be granted.
- 4.2 On completion of a three year secondment the member of staff is not eligible to apply for a further secondment for at least five years. Where the initial secondment is for less than three years the period which must elapse before they can apply for a further secondment will be reduced proportionately. The table below includes some examples for illustration.

Duration of initial secondment	Minimum period before subsequent secondment
3 years	5 years
2 years	4 years
1 year	3 year
6 month secondment	2 years and 6 months

5. SECONDMENT CONTRACT

- 5.1 Before a secondment takes place, there should be a mutual understanding and written agreement (Secondment Contract) among the three parties as to the nature and terms of the secondment. As the Secondment Contract will include contractual elements, an HR Business Partner should be involved at an early stage in the discussions. Ultimately, the Secondment Contract should be signed off by the relevant Head of Faculty/School/Department.
- 5.2 Before a secondment takes place, the arrangements for a formal review should be agreed and recorded. This should take place not later than two years after

commencement of the secondment. It is also recommended to have informal meetings (at least twice per year as appropriate) of all the parties to:

- appraise progress and development;
- update on developments in the donor organisation;
- ensure any problems are highlighted and addressed quickly.

5.3 In all cases, the Secondment Contract will include the tripartite arrangements. This will include, for example:

- the period of the secondment;
- the salary/grade structure appropriate to the seconded post, which may be different to the grade of the post with the donor/recipient organisation;
- the nature and extent of the duties of the secondee;
- communication and review arrangements;
- notice period for early termination of the Secondment Contract by the parties and rationale for same (eg financial, non-performance etc);
- secondee to be subject to the recipient's Codes of Conduct/Policies and Procedures;
- recipient's to have in place appropriate insurances (Employers'/Public Liability Insurances/Professional Indemnity insurances as appropriate to cover the secondee);
- for 'shared' secondments, the division of costs between donor and recipient.

Additionally in the case of academic staff:

- the attainment and accreditation of research publications;
- the attainment and accreditation of teaching undertaken by the secondee.

5.4 An HR Business Partner will give advice and full details of what should be included or considered in the Contract and a checklist of points to cover is attached as *Appendix 1*. *Appendix 2* provides a template for the Secondment Formal Review.

5.5 Prior to final agreement of the Contract for the secondment, all three parties should be satisfied that the secondment will provide sufficient benefit to the secondee, the donor and the recipient.

6. FORMAL REVIEW AND RETURN TO DONOR

6.1 The Secondment Contract must make clear at the outset:

- That, at the point of the Formal Review, a decision must be reached regarding the continuation of the secondment. Also at that point, there must be agreement that the secondee will return to the donor at the end of the secondment, or he/she will commit (where possible) to the seconded role and will enter into a contract of employment (where possible) with the recipient and resign from the donor with normal notice as appropriate. The terms of each possibility must be made clear to the secondee so that he/she can make an informed choice.
- The terms of any return to the donor, including the duties and grade applied to their substantive post. For external secondments, salary level will be set

at the level the individual would have attained (through standard incremental progression where their respective grade would have allowed) had he/she not undertaken the secondment. The University will not take

account of external earnings with Recipient Organisations in determining the salary point for secondees upon their return to the University. For external inward secondments this should be confirmed by the donor (see also Academic Promotion during Secondment).

6.2 Re-induction

Where secondments are for two years plus, a re-induction programme may be required to manage the return of the secondee to the donor organisation/Faculty/School/Department. The purpose of this is to:

- bring the secondee up to date with developments in the donor organisation/faculty/school/department and their job role in particular;
- maximise any benefit to the individual and the donor of the development gained by the secondment;
- refresh job-specific skills, if necessary.

6.3 The re-induction programme should be discussed and established approximately six months prior to the end of the secondment as appropriate. The extent of the programme arrangements will depend on the duration and type of the secondment. For shorter or 'shared' secondments, re-induction may require only a relatively straightforward mutual de-brief. For more lengthy secondments, more extensive arrangements may be required which may take place over several weeks beginning prior to and continuing after the secondee's return to work with the donor.

7. ACADEMIC PROMOTION DURING SECONDMENT

7.1 If the secondment is external outward objectives/targets can be set for secondees and which can be considered under the University Annual Review Process or Professoriate Progression arrangements. Should the secondee achieve the objectives/targets set and is successful under the relevant University process, promotion will be effective from the date of return of the secondee to the University.

8. RIGHT TO RETURN TO A POST AT THE SAME LEVEL

8.1 Notwithstanding 7 above, it is an explicit part of a Secondment Contract that the secondee's substantive post remains within the same Faculty/School/Department in the University. The secondee will return to their substantive post at the end of the secondment, and there will be no change to the original contract of employment.

If a restructure takes place within a Faculty/School/Department during the period a member of staff is on secondment then the secondee will be treated and consulted in the same way as other members of staff and will accrue the same rights as other members of staff in the affected area.

9. PENSION ARRANGEMENTS

9.1 University employees going on external secondment essentially will have three options to consider and are advised to contact the University Pension and Payroll Officer prior to embarking on an external secondment to ascertain the current provisions of the University Pension Scheme.

Currently the options are as follows:

- (1) The University employee may suspend his/her current University pension arrangements for the duration of the external secondment period.
- (2) If available and applicable, the University employee may give consideration to joining the Pension Scheme of the external recipient organisation.
- (3) The University employee may continue to pay into his/her University Pension Scheme covering both the Employer and Employee contributions.

9.2 Similar considerations may apply to external inward secondees to the University from donor organisations. However whatever the secondee's decision is in respect of his/her pension it must be reflected in the Secondment Contract.

10. DISPUTES

10.1 It is recognised that, due to the tripartite nature of secondments, occasionally difficulties may arise. Where difficulties are identified during a secondment they should be discussed among the three parties with reference to the Secondment Contract, the relevant procedures, and Human Resources advice should be sought as appropriate.

Appendix 1

SECONDMENT CONTRACT: CHECKLIST

The University's Policy on Secondments specifies that: *"Before a secondment takes place, there should be a mutual understanding and written agreement (Secondment Contract) among the three parties as to the nature and terms of the secondment. As the Secondment Contract will include contractual elements, an HR Business Partner should be involved at an early stage in the discussions. Ultimately, the Secondment Contract should be signed off by the relevant PVC/Dean/Head of School/Department."*

The Secondment Contract may be covered in a single document or in more than one document, such as a 'standard' letter of appointment supplemented by specific terms relating to the secondment.

The Secondment Contract should be drawn up with reference to the Policy on Secondments and the following points should be covered, where relevant.

Administration

- Initiation of the Secondment Contract is the responsibility of the PVC/Dean/Head of School/Department for an external secondment;
- HR advice should be sought;
- The Secondment Contract document(s) should be prepared and agreed between the parties before the secondment commences;
- Agreement: all three parties to the secondment must sign the Contract;
- The documentation should be retained on the personnel file of the secondee.

Information to include

Parties' Details:

- Names and addresses of donor organisation and recipient organisation
- Secondee
- Name and contact details of principal contacts in donor and recipient organisations

Employer:

- Specify which organisation is the employer for the period of the secondment (this will normally be the recipient) and that the secondee will be covered by the recipient's Insurances (Employer/Public Liability/Professional Indemnity as appropriate)
- Specify that any employment contract for the purposes of the secondment is conditional on the continuation of the secondment and vice versa.

Period of Secondment:

- Duration (maximum of up to three years)
- Commencement and termination dates
- Notice period for termination of the secondment, by any of the parties
- Specify that the secondment will end automatically in the event of termination of the secondee's post with the donor (in that it will cease to be a secondment).

Location:

- Address of the seconded post

Secondment Role Details:

- Job title
- Hours
- Proportion of contracted hours with the donor organisation
- Actual number of hours per week during secondment, specifying days/times
- Name of supervisor
- Job description/summary of main duties

Pension:

- Specify arrangements. (Refer to Section 9 Pension Arrangements under the Secondment Policy/Procedure)

Pay:

- Salary and scale. Normally will be those appropriate to the recipient employer and must be the grade structure applicable to the seconded post and not that of the post with the donor organisation.

Conditions of Service:

- Specify the range of conditions required under a contract of employment, including policies on leave, discipline, grievance, sickness absence etc. These will normally be those of the recipient employer during the secondment
- Additional arrangements for consultation between the donor and recipient in relation to disciplinary/capability procedures to ensure that any action is coordinated.

Funding:

- Specify that the full employment costs for the secondee will be borne by the recipient organisation (or such alternative arrangements as may be made)
- Payment arrangements to the secondee
- Funding arrangements between the donor and recipient organisations, if relevant. NB. VAT may apply if the recipient reimburses the donor rather than paying directly, depending on the local tax advice on payment for services. (If in doubt contact the VAT section of the Finance Department).

Outcomes of the Secondment:

- Specify the anticipated outcomes

Review:

- Intermediate review dates
- Formal review date (not later than two years after commencement as appropriate)

Return to Donor Organisation:

- Arrangements for return at the end of the secondment including:
 - Salary/grade - for external secondments, this will be the salary the secondee would have attained through standard incremental progression (where applicable) had he/she not undertaken the secondment. For

external outward secondees who have attained promotion under the University's internal procedures whilst on external secondment they will

return to the first point on their promotion grade at the end of the secondment period. For external inward secondments, this should be determined by the donor.

- Re-induction – for secondments of over two years plus, specify that a programme may be established.

Appendix 2

SECONDMENT FORMAL REVIEW FORM

This form should be completed not more than two years (as appropriate) after the commencement of secondment. Responsibility for initiating the review and completing this form lies with the University Faculty/School/Department for external outward secondments. For external inward secondments responsibility for initiating the review and completing this form will lie with the donor organisation. The review should be carried out in consultation with a University HR Business Partner.

Name of Secondee:		
Name of Donor Faculty/School/Department/Organisation:		
Name of Recipient Faculty/School/Department/Organisation:		
Type of Secondment (tick as appropriate)		
External Outward <input type="checkbox"/>	External Inward <input type="checkbox"/>	
Full Time <input type="checkbox"/>	'Shared' <input type="checkbox"/>	Pro Rata <input type="checkbox"/>
Date Original Secondment Commenced: _____		
Having initially received a brief report from the secondee outlining their achievements against the main objectives of the secondment, the three parties to the secondment have agreed the following:		
(a) <input type="checkbox"/> The secondee will return to the donor at or before the end date in the Secondment Contract from _____ (date)		
(b) <input type="checkbox"/> The secondment will be extended until _____		
The signatures below signify agreement to the decision above.		
Signed: _____ _____ For the Donor Organisation	Date: _____	
Signed: _____ _____ For the Recipient Organisation	Date: _____	
Signed: _____ _____	Date: _____	

By the Seconded

This form should be forwarded to the relevant HR Business Partner and if required, to any external organisation, together with any revised draft of the Secondment Contract.