

**INTERNAL PLACEMENT OPPORTUNITIES**

**A GUIDANCE FRAMEWORK FOR HR BUSINESS PARTNERS**

(This Guidance Framework for HR Business Partners is intended for use when developing tripartite Internal Placement Agreements)

**(VERSION CONTROL: 5 February 2014)**

**ULSTER UNIVERSITY**

**INTERNAL PLACEMENT OPPORTUNITIES**

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| 1. **INTRODUCTION** |
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Employees of the University can apply for internal trawls for fixed term opportunities at a higher grade or at their current grade in a different part of the University. These opportunities will be referred to as internal placement opportunities (formerly known as internal secondments).

It is recognised that such opportunities can be beneficial to the University and individual members of staff. They can be used to enable employees to enhance their skills, build their CV and develop their understanding and knowledge of particular areas of work that are relevant to their substantive or future role. Additionally internal placements may help develop valuable internal networks.

It is important to note that although internal placement opportunities can be beneficial no member of staff has an entitlement to have their request for a placement granted. Staff who are successful in an internal trawl (or public advertisement) for a fixed-term position with the University and wish to take up the appointment as a placement and return to their substantive role at the end of the placement must make a request in writing to their Head of School/Department. In considering such requests managers must assess the potential disruption to operational efficiency resulting from such a request. If the request cannot be facilitated the member of staff will receive the rationale for the decision in writing from their manager. Where a request is not granted the employee may consider resigning from their substantive role to take on the new role in which case they will have no entitlement to return to their substantive role at the end of the secondment.

The purpose of this document is to provide guidance to HR Business Partners on the management arrangements relating to internal placements opportunities.

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| 1. **ELIGIBILITY** |

To qualify for consideration for an internal placement opportunity staff must:

* have worked for the University for a period of three years; and
* have a contract of employment of duration greater than the duration of the placement.

Placement opportunities will be subject to normal competitive recruitment and selection processes.

1. **DURATION**

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The maximum duration for any internal placement should be two years. No extension beyond the initial two years will be considered.

An employee who wishes to remain in a placement beyond the maximum two years may consider resigning from their substantive role to take on the new role in which case they will have no entitlement to return to their substantive role at the end of the secondment.

On completion of a two year placement the member of staff will not be eligible to apply for a further placement for at least five years. Where the initial placement is for less than two years the period which must elapse before they can apply for a further placement will be reduced proportionately. The table below includes some examples for illustration.

|  |  |
| --- | --- |
| Duration of initial placement | Minimum period before subsequent placement |
|  |  |
| 2 years | 5 years |
| 1 year | 2.5 year |
| 6 month secondment | 18 months |

1. **PLACEMENT CONTRACT**

Before a placement takes place, there should be a mutual understanding and a written agreement (known as a Placement Contract) as to the nature and terms of the placement.

The Placement Contract is a tripartite agreement between:

* the person taking up the placement (the employee);
* the Faculty/School/Department in which the employee holds a substantive post (the Donor); and
* the Faculty/School/Department where the employee is to placed (the Recipient).

As the Placement Contract will include contractual elements, a HR Business Partner should draft the contract.

The Placement Contract will typically include the following:

* the duration of the placement;
* communication and review arrangements;
* the employee’s contractual rights and responsibilities; and
* arrangements for the return of the employee to the Donor.

Prior to final agreement of the Placement Contract the three parties should be satisfied that the placement will be beneficial to the University and the employee.

1. **FORMAL REVIEW AND RETURN TO DONOR**

A formal review will be required not later than one year after commencement of the placement with continuation for a final year being subject to agreement that it is in the interests of all three parties.

Where the placement is terminated at the final review stage an objective business related justification will be provided in writing.

1. **RE-INDUCTION**

Where an internal placement is for one or more years, a re-induction programme will be required to manage the return of the employee to the Donor School/Department.

The re-induction programme should be discussed and established approximately three months prior to the end of the placement .The extent of the programme will depend on the duration of the placement.

1. **RIGHT TO RETURN TO THE SAME SUBSTANTIVE POST**

At the conclusion of the placement the employee will normally return to the same substantive post which they held prior to the placement. If the Donor Department has to ‘back-fill’ the substantive post during the period of the placement it will do so on a fixed-term basis. The Donor Department must seek approval in every case prior to ‘back-filling’ (i.e. there is no automatic entitlement to ‘back-filling).

If a restructuring or redundancy exercise takes place within the Donor Faculty/School/Department during the period of the placement the employee will be treated and consulted with in the same way as other members of staff and will accrue the same rights as other members of staff in the Donor School/Department .

1. **DISPUTES**

It is recognised that due to the tripartite nature of placement agreements disputes may sometimes arise. Where difficulties do arise the three parties to the agreement must be involved in seeking a resolution and Human Resources advice should be sought.

(**Note**: this Guidance Framework does not apply to rotational posts such as Heads of School, RI Directors etc.)

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