

## **Policy Redesign Project**

*All policies and procedures are being reviewed as part of this project. This document is pending review, but remains in effect until the review is carried out.*

## **Secondment**

**Establishment:** Council, 5 June 2008

**Last Amended:** 17 June 2020

**Nature of Amendment:** Update to reflect current position titles, academic organisational structure and gender-neutral language

**Date Last Reviewed:**

**Responsible Officer:** Director, People and Culture

## **Policy**

### **1. Scope**

1.1 This policy covers the secondment of staff to and from external organisations.

1.2 Movement of a University staff member to another work area within the University will usually be managed by a variation to their employment contract.

### **2. General Principles**

2.1 A secondment is an employment mechanism whereby a staff member is temporarily transferred to another organisation without affecting their substantive employment arrangements.

2.2 Secondments may be used for a range of purposes, including:

- the exchange of information and ideas
- enhancement of organisational relationships
- to acquire or provide short-term expertise or assistance
- career and personal development of staff, e.g. enhancement of individual skills, knowledge and experience
- to fill a vacant position

2.3 A secondment arrangement will normally show value or benefit to the University and the staff member, and should not usually be financially or operationally disadvantageous.

2.4 Secondments must be based on mutual agreement between the staff member, the University/home workplace and the host organisation/workplace.

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2.5 A secondment must be for a specified period and will not normally exceed two years.

### **3. Definitions**

3.1 *Secondee* is the staff member being seconded.

3.2 *Home organisation* is the organisation which employs the secondee prior to the secondment occurring.

3.3 *Host organisation* is the organisation to which the staff member is seconded.

3.4 *The University* means Flinders University.

### **4. Secondment out of the University**

A University staff member may seek to be seconded to another organisation for a specified period, following which they will return to duty at the University. The following will usually apply to secondments out of the University:

#### **4.1 Eligibility**

4.1.1 Secondments will normally only be available to staff in continuing positions.

4.1.2 Staff in longer term fixed-term positions may be eligible for secondment; however, the period of the secondment will not exceed the remaining fixed-term appointment period.

4.1.3 Staff still serving a probationary period will not normally be released for secondment.

4.2 Secondees remain employees of the University for the period of the secondment, and their continuity of service with the University will be maintained.

4.3 The University's conditions of employment will normally continue to apply to the secondee, including, but not limited to:

- substantive salary, including any increments and pay increases due, and appropriate allowances;
- accrual of leave entitlements;
- performance review requirements;
- membership of the relevant superannuation scheme; and
- workers' compensation cover, professional indemnity and public liability cover.

Notwithstanding the above:

- the host organisation will usually direct and supervise the secondee in the day-to-day performance of her/his duties; and
- performance expectations may require adjustment to take into account the circumstances of the secondment.

4.4 Where it is not practical or appropriate to retain University conditions, e.g. hours of work, or where those of the host organisation differ significantly, agreement should be reached between the organisations about the conditions which will apply during the secondment before it is approved.

4.5 All annual leave and flexi-time (if relevant) accrued within the secondment period must be taken prior to the staff member's return to the University from the secondment. The timing and approval of any type of leave taken during the secondment will be determined by the host organisation in consultation with the staff member, who will notify the University of the leave taken.

4.6 Where the secondee's performance or conduct is considered unsatisfactory, the University will be advised and will be entitled to take such action as it considers appropriate. In any case, the host organisation may end the secondment arrangement as a result of unsatisfactory performance or conduct.

4.7 At the end of the secondment, a staff member would normally expect to return to their previous position subject to the operational requirements of the University. If that position is unavailable, they will be transferred to another position in the University appropriate to their classification and salary. Conditions for the return of the staff member to the University following a secondment will normally be specified in the secondment agreement.

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4.8 Any staff member engaged on a contract to replace a staff member during a period of secondment will be informed of the right of the secondee to return to the position at any time after notice, and the fact that this may cause termination of the replacement staff member's contract before the completion of its term.

## **5. Secondment into the University**

An employee of an external organisation may be seconded into the University to fill a position or to undertake a specific project for an agreed period, following which they will return to the home organisation. The following will usually apply to secondments into the University:

5.1 Secondees remain employees of their home organisation for the period of the secondment, but will be required to comply with all applicable statutes, by-laws, policies and procedures of the University, including the University's Work Health, Safety and Welfare policies, procedures and guidelines.

5.2 The home organisation's conditions of employment will normally continue to apply to the seconded staff member, including, but not limited to:

- substantive salary, including any increments and pay increases due, and appropriate allowances;
- accrual of leave entitlements;
- performance review requirements;
- membership of the relevant superannuation scheme; and
- workers' compensation cover, professional indemnity and public liability cover.

Notwithstanding the above, the University will usually direct and supervise the secondee in the day-to-day performance of her/his duties.

5.3 Where it is not practical or appropriate to retain the home organisation's conditions, e.g. hours of work, or where those of the University differ significantly, agreement should be reached between the organisations about the conditions which will apply during the secondment before it is approved.

5.4 A secondee filling an academic vacancy at the University will be entitled to use the designated academic title of the position for the duration of the secondment.

5.5 The timing and approval of any type of leave taken during the secondment period will be determined by the University in consultation with the staff member, who will notify the home organisation of the leave taken.

5.6 Where the secondee's performance or conduct is considered unsatisfactory, the home organisation will be advised and will be entitled to take such action as it considers appropriate. In any case, the University may end the secondment arrangement as a result of unsatisfactory performance or conduct.

5.7 Conditions for the return of the staff member to the home organisation following secondment will be determined by that organisation.

## **Procedures**

### **6. Terms of Agreement**

6.1 Before the commencement of a secondment, its terms should be agreed between the University and the external organisation, and specified in writing. The terms should include:

- the duration of the secondment;
- a position description, and supervisory arrangements;
- details of notice required to end the secondment prior to the agreed end date;
- leave arrangements and responsibility for reporting of leave taken;
- conditions for return following a secondment;
- remuneration arrangements, including salary and on-cost recovery;
- responsibility for workers compensation, indemnities and liabilities;
- ownership of intellectual property;
- confidentiality provisions;

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- details of special conditions or arrangements applying to the secondment; and
  - responsibility for travel and removal expenses, if relevant.

6.2 The secondment will not be effective or commence unless and until the secondee has accepted in writing the terms of the arrangement.

## **7. Negotiation/Approval**

7.1 The terms of agreement of a secondment should be discussed initially at the work area level and with the relevant College Vice-President and Executive Dean/Portfolio Head. Any initial planning must not commit the University/work area prior to formal approval.

7.2 Following informal agreement between the two organisations on the terms of a secondment, a proposal, including evidence of the benefits to the University and staff member, must be submitted through the College Vice-President and Executive Dean/Portfolio Head to the Director, Human Resources.

7.3 All formal written correspondence to external organisations and prospective secondees must be conducted by relevant officers in People and Culture.