



Secondment Policy

1. Introduction

- 1.1 The University is committed to developing work practices and policies which support lifelong learning, the ongoing development of employees and succession planning. Secondments and shadowing are effective methods of achieving this. The University also recognises the value of encouraging secondments when it proves to be of mutual benefit to the employee and organisation.
- 1.2 This policy sets out the University's approach to secondments, the basis on which they may be taken and how they should be managed.

2. Definition

- 2.1 A secondment is defined as a tripartite agreement where the 3 parties are:
- The individual seconded (Secondee);
 - The School/Unit/organisation in which the Secondee was originally employed (Seconding Employer);
 - The School/Unit/organisation in which the Secondee is placed for the secondment (Host Organisation);
- 2.2 To qualify as a secondment, the Secondee's employment with the Seconding Employer will continue after the secondment, subject to the conditions laid out in Section 9.
- 2.3 Secondments will be either:
- Internal – within the University, to a different School, Unit or function eg. the University advertises an internal secondment opportunity or a fixed term vacancy which an employee may wish to apply for on a seconded basis, or

- External out – from the University to an external organisation eg. a University employee wishes to work in another organisation external to the University on a seconded basis but wishes to return to the University on a fixed date in the future, or
- External in – from an external organisation to the University.

2.4 The duration of a secondment will normally be between 3 months and 24 months. Where a secondment is for more than 12 months initially, or is extended to more than 12 months in total, the University reserves the right to place the Secondee on their return in to a different role, but at the equivalent grade and job type. The Secondee will be consulted with from the outset if there are to be changes to their role whilst on secondment and if there is no alternative role available because of redundancy then the Secondee will be placed on the Redeployment Register and given at least the statutory notice period.

3. Scope

3.1 The Secondment Policy applies to all employees.

3.2 This policy does not apply to standard/open-ended advertised posts.

3.3 Academic employees wishing to take leave of absence for academic purposes which are directly linked to their work, should refer to the Scheme for Research Leave and Leave of Absence for Professional Reasons (Research Leave Guidance).

4. Eligibility

4.1 All employees can apply for a secondment opportunity, provided they are not currently on secondment, probation or have a live disciplinary/capability warning. To be considered for the scheme, the employee must have at least two years' continuous service with the University before the start of the proposed secondment. In exceptional circumstances, applications may be considered from employees who have less than two years' service, on a case by case basis. Approval will be at the line manager's discretion.

5. Salary

5.1 Whilst on secondment the employee's salary will be paid from their Host Organisation's or Host School/Unit's budget for the duration of the secondment in order to allow the Seconding Employer to backfill if need be.

6. Aims

- 6.1 This policy has been developed to enable employees to develop and enhance their knowledge, skills and experience in another area within the University, or elsewhere, in order that they utilise these skills in their substantive role on their return. Longer term benefits to the University include forging stronger inter-relationships between Schools, Units, Departments and external organisations whilst providing for an environment that will allow for succession planning. It is also likely to be of benefit to the employee in terms of their future career aspirations.

7. Principles

- 7.1 When the secondment is internal, Human Resources will confirm this in writing to the employee in the form of a letter. An external secondment will involve a secondment agreement being set up (Appendix 1).
- 7.2 If the secondment is to an external body, this will normally mean that the individual will remain an employee of the University whilst working for another organisation for a defined period of time. The employee retains the University terms and conditions including continuous service and pension provision. However, local arrangements within the Host Organisation will be confirmed in a written secondment agreement which will be agreed between the University, employee and Host Organisation.
- 7.3 Line managers are generally expected to encourage and support employee applications for secondment although this will not always be possible. In circumstances where the secondment would be to the detriment of the department or would disadvantage service delivery, then the secondment may not be authorised.
- 7.4 The line manager and Head of School/Unit will have the final decision about the authorisation of a secondment.
- 7.5 Where the Host Employer does not recognise trade unions or where TUs do not exist within the organisation then the secondee may be accompanied by TU officials to relevant meetings.

8. Procedure

- 8.1 The employee wishing to apply for a secondment should discuss the matter with their line manager before making an application. The line manager should then discuss the matter with

the appropriate HR Business Partner if they have any concerns before continuing any in depth discussion with the employee.

- 8.2 The standard selection process will be followed thereafter. This will normally involve a competency-based interview with possible additional selection tests. As with all standard selection processes, the decision of the selection panel is final.
- 8.3 If successful, the employee, recruiting manager and current line manager will negotiate a mutually acceptable start date. Responsibilities for each of these parties can be found in the guidance notes below.
- 8.4 Normal recruitment procedures will apply to backfilling any posts made temporarily vacant by the secondment (this will not need approval of the Workforce Planning Group).
- 8.5 The employee will receive a secondment agreement for the period of the secondment which will set out in writing contractual details such as duration, salary and main duties.
- 8.6 Should any issue arise during the period of the secondment and the Host/Seconding Employer or the employee wishes to invoke an HR policy (e.g. absence, disciplinary, capability, grievance), in all situations the Seconding Employer's policies will be utilised. The Host Organisation will be asked for input to that process. In cases of gross misconduct, this will be considered on individual circumstances but may result in termination from both the Seconding and Host Employers.
- 8.7 Underperformance during the secondment will be subject to standard capability procedures which will be invoked and managed by the Host Organisation. The Seconding Employer's Capability Procedure will be utilised. If, having followed the Capability Procedure, the employee continues to perform to an unacceptable standard, the secondment will end and the Secondee will return to their substantive post.
- 8.8 If the Secondee wishes to end a secondment prematurely, they should discuss reasons for this with both the Seconding Employer and Host Organisation. Standard notice periods will apply, as laid out in the contract of employment. However, if the substantive role has been back-filled, it is likely a 3-month notice period will be required on the part of the employee. In the event that circumstances change within the Host Organisation or Seconding Employer and the secondment has to end prematurely, the Secondee will be consulted with.

8.9 The Secondee will report to a specified manager based at the Host Organisation (Host Manager) for the duration of the secondment for the purposes of ongoing task allocation, sickness and annual leave reporting and performance review.

8.10 Development objectives must be agreed by the Secondee's Host Manager and Secondee, then documented, prior to the start of the secondment. The Seconding Manager must also be consulted and involved in this process. Secondments in to the University will be subject to similar arrangements whereby the individual will undertake review meetings.

9. Returning to substantive post

9.1 The Secondee will have the right to return to their substantive post at the end of the secondment, should the duration of secondment be twelve months or less. If either party wish to extend the secondment beyond the originally agreed date then this needs the approval of the Seconding Manager. Should the secondment be greater than twelve months, or the secondment be extended to more than twelve months in total, the University reserves the right to deploy the Secondee into a different role at the end of the secondment. This role will be equivalent in grade and job type to the substantive role.

9.2 If the post is to become standard then the normal recruitment process will be adhered to unless there is justification for following an alternative course of action.

9.3 The line manager from the Seconding Employer is responsible for keeping the Secondee up to date with all workplace developments or changes within the Seconding Employer in order to ensure a smooth return to their substantive post.

9.4 Where there has been reorganisation or redundancy of the Secondee's substantive role during the secondment, the University will consult with the Secondee about the impact of the changes and options which may be available. The University will seek suitable alternative employment should the Secondee's substantive role no longer exist and normal redundancy procedures will be followed in these circumstances.



Appendix 1

Secondment Agreement

Between

The University of St Andrews

And

[Insert name of Company]

Regarding

[Insert name of employee]

Example Secondment Agreement (for external only)

This secondment agreement sets out the arrangements between the University of St Andrews (Seconding Employer) and _____ (Secondee) regarding the terms and conditions of the Secondee's secondment to _____ (Host Organisation).

1. Name of employee
2. Purpose of secondment
 - a. The purpose of the secondment is to (list main points)
3. Duration of secondment
 - a. The duration of the secondment will be _____.
 - b. The secondment will start on _____ and will end on _____.
4. Job
 - a. The job title of the Secondee while seconded will be _____.
 - b. A job description is attached.
5. Base
 - a. For the duration of the secondment the Secondee will be based at _____.
6. Hours
 - a. The Secondee will work _____ hours per week.
7. Salary
 - a. The Seconding Employer will continue to pay the Secondee's salary and make any deductions that it is required to make from the Secondee's salary and other payments.
 - b. The Host Organisation will pay the Seconding Employer a sum equivalent to (% if appropriate £) inclusive of VAT on receipt of an invoice to be produced XX.
8. Contacts
 - a. While on secondment, the Secondee will report on a day to day basis to _____ (name and job title of manager in Host Organisation).
 - b. The Secondee's contact at the Seconding Employer during the period of the secondment will be _____ (name of manager). He/she will maintain regular contact with the Secondee during the secondment to review progress and discuss possible issues.
9. Employment terms
 - a. While seconded to the Host Organisation, the Secondee will remain an employee of the Seconding Employer. The Secondee will be paid and receive all normal benefits in accordance with their terms and conditions of employment with the Seconding Employer. The Secondee will comply with the Seconding Employer's terms and

conditions of employment whilst on secondment other than those listed in this document.

10. Leave

- a. The employee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the terms and conditions of employment, and shall remain subject to the Seconding Employer's approval and notification procedures.
- b. The Seconding Employer shall consult with the Host Organisation before approving any holiday request made by the Secondee.
- c. The Secondee should comply with the Seconding Employer's reporting arrangements in the event of sickness absence, unless agreed otherwise.

11. Responsibilities of employee

- a. While on secondment the Secondee will work under the direction of the Host Organisation and should abide by relevant local policies such as health and safety, and should follow reasonable management instruction at all times.

12. Liabilities

- a. The Host Organisation shall take out and maintain in full force with a reputable insurance company for the secondment period insurance to cover legal liability for loss, injury and damage caused by or to the Secondee during the secondment period.
- b. During the secondment period the Host Organisation shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Seconding Employer's reasonable requests in connection with the Seconding Employer's duties in relation to the Secondee.
- c. The Host Employer acknowledges that the Seconding Employer is not responsible for the way in which the employee provides the services and waives all and any claims that it may have against the Seconding Employer arising out of any act or omission of the employee during the secondment period.

13. Data Protection

- a. The Seconding Employer confirms that the Secondee has consented to the Host Organisation processing data relating to the Secondee for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Secondee.

14. Confidentiality

- a. During the secondment the Secondee will not (except as is necessary and proper in the course of work) use or disclose to any person any confidential information that is in

- any way related to the Seconding Employer's practice, business dealings or clients, or those of the Host Organisation.
- b. During the secondment the Secondee will not (except as is necessary and proper in the course of work) make any record containing confidential information relating to the Host Organisation or use such records other than for the benefit of the Host Organisation. All such records shall be the property of the Host Organisation and shall be handed over on termination of the secondment.
 - c. Nothing in this agreement shall prevent the Secondee from disclosing information that they are entitled to under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

15. Intellectual Property

- a. The Secondee shall give the Host Organisation full written details of all inventions and of all works embodying Intellectual Property Rights made wholly or partially by them at any time during the course of the secondment. The Secondee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such inventions and works shall automatically, on creation, vest in the Host Organisation absolutely. To the extent that they do not vest automatically, the Secondee holds them on trust for the Host Organisation.
- b. The Secondee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works.

16. Secondment ending

- a. The Seconding Employer may terminate the secondment with immediate effect without notice (or payment in lieu of notice) as a result of the employee's gross misconduct, resignation or retirement, or if either of the three parties is in breach of the terms outlined in this agreement.
- b. At the end of the secondment, the employee will return to their substantive post in the University, with the same pay and benefits that he/she would have received had the secondment not taken place, insofar as is possible.
- c. Where the role has been made redundant or the School/Unit has undergone a restructure during the secondment, the University will make all reasonable attempts to find the employee suitable alternative employment at the same grade and level.
- d. On termination of the secondment the employee shall deliver to the Host Employer all documents made, compiled or acquired by them during the secondment and relating

- to the affairs of the Host Employer and any other property, delete any information relating to the Host Employer, and, confirm the above in writing.
- e. The Seconding Employer retains the right to terminate the secondment agreement in such instances where an extended period of absence renders it impossible to fulfil the purpose of the secondment.

17. Expenses

- a. The Seconding School/Unit will be responsible for all reasonable additional costs incurred by the employee during the secondment. Arrangements for payment of expenses will be locally agreed. OR The Host shall refund the Secondee all reasonable travel, accommodation and other expenses incurred during the secondment period, on completion of the appropriate forms.

IN WITNESS WHEREOFF this and the preceding [#] pages are subscribed as follows:

Signature (Seconding Employer)

Name	Print
Position	Date

Signature (Secondee)

Name	Print
Position	Date

Signature (Host Organisation)

Name	Print
Position	Date

The following provides a brief overview of responsibilities which line managers may find useful when dealing with secondments.

a) *Secundee*

- Maintains contact with their Seconding Manager and informs them of their progress on secondment.
- Meets with their Host and Seconding Managers at least 3 months before the scheduled end of the secondment to discuss reintegration. For example, the Secundee may wish to attend team meetings in their Seconding School/Unit or have a phased return to their substantive role.
- Provides evaluation feedback at the end of their secondment to both Seconding Employer and Host Organisation.

b) *'Seconding' Head of School/Unit*

- Final sign off to approve the secondment.

c) *'Seconding' Employer Line Manager*

- Responsible for agreeing how the workload of the Secundee will be handled in their absence (e.g split between the rest of the team; hosting another member of staff on secondment; recruiting a temporary/casual member of staff.)
- Maintains contact with the Secundee to monitor the secondment and inform them of developments in their Seconding School/Unit.
- Where possible, provides opportunities for the Secundee to use their newly-developed skills, knowledge and experience when they return to their Seconding School/Unit.
- Meets with the Secundee and Host Manager at least 3 months before the scheduled end of the secondment to discuss reintegration. For example, the Secundee may wish to attend team meetings in their Seconding School/Unit or have a phased return to their substantive role.

d) *'Host' Organisation Line Manager*

- Conducts regular update meetings with the Secundee.
- Conducts annual reviews with the Secundee, and shares the completed form with the Seconding Manager.
- Meets with the Secundee and Seconding Manager at least 3 months before the scheduled end of the secondment to discuss reintegration. For example, the employee may wish to attend team meetings in their Seconding School/Unit or have a phased return to their substantive role.