

SECONDMENT POLICY & PROCEDURE

1 INTRODUCTION

Whilst the University expects its employees and staff to comply with this policy, it does not confer contractual rights or form part of any contract of employment and may be amended by the University or replaced at any time following appropriate consultation and negotiation with recognised trade unions. Breach of this policy may be addressed via the University's Disciplinary Policy and Procedure and Code of Conduct.

This policy will be reviewed by the Human Resources department on a 3-year basis or amended in response to changes in future legislation and/or case law.

2 OWNERSHIP

The Human Resources department owns and manages this policy on behalf of The University of Northampton.

3 ORGANISATIONAL SCOPE

This Secondment policy is a corporate policy and applies to all employees (and workers, as applicable) of The University of Northampton including any wholly owned subsidiaries, unless an alternative policy exists, subject to any qualifying conditions.

4 POLICY STATEMENT

- 4.1 The University of Northampton is committed to the development of its employees and recognises that secondments provide developmental opportunities which can be beneficial to both the employee and the University.

- 4.2 The University also recognises that secondments may act as a way of adding to the skills and knowledge base of the University and can provide an opportunity to develop relationships both within the University and with other organisations.

5 DEFINITIONS

- 5.1 **Secondment** – The temporary move or loan of an employee within the University or to a different organisation.

Secondee – Member of staff taking up the secondment.

Secondment agreement – Document which outlines the terms and conditions of the secondment.

Home organisation/ line manager – The original employer/ line manager.

Host organisation/ line manager – The organisation/ line manager where the secondment is.

6 KEY PRINCIPLES

- 6.1 The University operates three types of secondments:
- Internal – within or between Faculties and/or Professional Services within the University.
 - External outgoing – From the University to a different organisation
 - Incoming – From an external organisation to the University.
- 6.2 An employee undertaking a secondment will be undertaking another post with a view to returning to their contractual post at the end of the period.

- 6.3 Secondment opportunities are available to all employees who have completed their probation period and may be full or part time. Employees who are currently employed on a fixed term contract and interested in a secondment opportunity should speak to their HR contact in the first instance.
- 6.4 Internal and external outgoing secondees will retain their continuous service with the University.
- 6.5 The payment of honorariums is dealt with via the Honoraria and Acting Up Allowances guidance.
- 6.6 Secondment opportunities can be a valuable way of providing staff development opportunities. They can also provide a useful way of covering short term or fixed term vacancies such as maternity cover or projects.
- 6.7 Secondments will normally be for a maximum of 2 years. A clear rationale for any extension should be provided at least 3 months prior to the end of the initial period of secondment.
- 6.8 The length of the secondment should be agreed in advance to allow for the possibility of planning and cover.
- 6.9 If an internal secondment becomes an established post during or at the end of the secondment period, there is no automatic right for the secondee to be appointed to the new post (unless their contractual post is no longer required and the new post is considered to be a suitable alternative).
- 6.10 Where organisational change occurs during the secondment and the contractual position becomes at risk of redundancy, the secondee will be consulted in the usual way and the Redundancy Policy and Procedure will apply. In cases where the contractual post is confirmed as redundant, any notice or redundancy pay would be applicable at the end of the secondment period.
- 6.11 Unauthorised recording of conversations is prohibited. Anyone in breach of this may be subject to disciplinary action.

7 PROCEDURE

- 7.1 All internal/incoming secondment opportunities should be recruited to via the standard University recruitment process.
- 7.2 If an extension to an internal or incoming secondment is required then approval should be sought via the Recruitment Approval process.
- 7.3 If a secondment is for fewer hours than the secondee's contractual position then on a case by case basis, it shall be considered whether it is possible to partially release the employee from their contractual position for the purposes of the secondment and allow them to continue to work in their contractual position for the rest of the time.
- 7.4 Employees considering a secondment opportunity should discuss this with their line manager prior to applying to ensure that the secondment can be accommodated.
- 7.5 Any decisions made regarding a request to take up a secondment opportunity should take account of operational needs in covering the employee's contractual position, the benefits to the employee and to the Faculty/Professional Service. Requests will not unreasonably be refused except in cases where a clear business justification can be provided e.g. an individual with specialist knowledge and or skills that would be unable to be replaced in the timeframe.
- 7.6 If an employee's request to take up a secondment opportunity is refused by the line manager, they may consider whether to resign from their contractual position and take the secondment as a fixed term opportunity. In this situation the employee would not be able to return to their original position.

- 7.7 If the secondment position is in a different staff category or of a different grade from the employee's contractual position, different terms and conditions including salary, pension and annual leave entitlements will apply. In these circumstances the secondee will be on the revised terms for the duration of the secondment. The University will consider on a case by case basis whether a change to pension is required. Pension contributions will be based on the rules of the relevant pension scheme. Please refer to HR for more information.
- 7.8 During the secondment, incremental progression will take place as normal, if the employee is eligible. On completion of the secondment, the employee will return to their contractual position, grade and scale point subject to any incremental progression that took place during the secondment.
- 7.9 Any absence for the duration of the secondment should be reported to the host line manager.
- 7.10 During a secondment annual leave requests should be authorised by the host line manager. The home line manager should be kept informed of any leave booked.
- 7.11 The secondment will end on the date agreed at the start of the secondment (as outlined in the contract variation letter or secondment agreement) and the employee will return to their contractual post unless a request is made to extend the arrangement and it is authorised at least 3 months prior.
- 7.12 If a secondee wants to end the secondment prior to the agreed end date they should inform the host line manager and HR. A decision will be made on a case by case basis to decide whether it is possible to release the employee.

External Outgoing/Incoming Secondments

- 7.13 External and incoming secondments will be subject to negotiation between the two organisations. Aspects that need to be considered include:
- Is the secondment for a fixed term or for an indefinite period that is subject to notice?
 - What are the arrangements for the invoicing of salary, additional employer pension contributions, overtime, expenses or training?

- What will happen if long term absence or frequent short term absence occurs?
 - How will the secondee retain contact with the home organisation?
- 7.14 A secondment agreement should be put in place to clarify the relationship and responsibilities of both organisations. It is possible that the conditions of the secondment may add terms and conditions over and above that of the contractual position with the home organisation.
- 7.15 The secondment agreement must be signed by the secondee, the home organisation and the host organisation prior to the start date of the secondment.
- 7.16 For the basis of the secondment, the secondee will report into an appointed manager within the host organisation. Any management issues concerning the secondee should be raised by the host organisation with the home organisation. The policies and procedures of the home organisation will continue to apply to the secondee during the secondment.
- 7.17 The secondee will be subject to some of the host organisations policies and procedures such as Health & Safety, Equality & Inclusion, Code of Conduct and Grievance.
- 7.18 The home organisation will continue to pay the employee for the duration of their secondment and will invoice the host organisation.

8 ASSOCIATED DOCUMENTS

- 8.1 Recruitment Guidance for Managers
Honorarium and Acting Up Allowances Guidance
Redundancy Policy & Procedure

9 EQUALITY IMPACT ASSESSMENT

An Equality Impact Assessment must accompany this document.

10 VERSION CONTROL

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