

# Secondment - Professional Staff Procedure

## Section 1 - Audience

(1) This procedure applies to all University Professional staff and their supervisors.

## Section 2 - Executive Summary

(2) The University recognises and supports secondments as mutually beneficial to the University and its staff.

(3) For the staff member, secondment can provide a valuable development opportunity, and for the University, secondment can provide an appropriate short-term resourcing solution as well as benefits in terms of collaboration, flexibility and succession planning.

(4) Secondments provide a mechanism for the University to enhance the career prospects of staff and to create a culture of opportunity across the University. All supervisors are encouraged to consider the potential development that secondment opportunities may bring and facilitate secondments where practical.

(5) It is important to acknowledge that secondments can also create a resourcing gap for the school or unit from where the staff member is being seconded. To ensure that secondments create an overall benefit for the University as well as for the staff member, effective planning and collaboration is required between the seconding manager, the substantive manager and the staff member.

## Section 3 - Purpose

(6) The purpose of this procedure is to provide guidance for the management of secondments across the University.

## Section 4 - Scope/Eligibility

(7) Continuing full time and part time staff are eligible to apply for secondments.

(8) Fixed-term staff where the duration of secondment is less than the remaining period of their fixed-term contract are eligible to apply for secondments.

## Section 5 - Principles

(9) Secondments are generally up to 12 months in duration.

(10) Selection for secondment opportunities will be based on merit, with consideration also given to the value of the development for both the applicant and the University.

(11) A secondment may be extended once by agreement between the parties.

(12) The maximum length of continuous secondment is two (2) years unless approved by the Chief People and Culture

Officer.

(13) If at the conclusion of an extension of an internal secondment the seconding school/ unit offers the secondee further employment, and the staff member accepts, the staff member will relinquish their substantive position. If it appears there will be a clear business detriment if the secondment is not extended the Chief People and Culture Officer may approve a further secondment period. Any relinquishment of a substantive position should be confirmed by the secondee in writing.

(14) The secondee will generally not be approved for another secondment outside their own unit within two years of completing a secondment. This ensures that secondment opportunities are shared across the University and also provides continuity within the secondee's substantive role. Exceptions can be agreed by the Chief People and Culture Officer.

## **Section 6 - Secondment Options**

(15) A secondment may be:-

- a. offered by the University and agreed to by the staff member;
- b. requested by the staff member and agreed to by the University; or
- c. directed by the Chief People and Culture Officer, following consultation with the supervisor of the staff member. If a secondment is directed, the secondment will be at or above the staff member's substantive level and there will be a right of return to the substantive position and primary place of work.

## **Section 7 - Internal Secondment**

(16) Managers with a potential secondment opportunity of 6 months or greater are encouraged to advertise the opportunity across the University to maximise the development opportunities available to all staff.

(17) A School/ Unit may offer a short-term secondment opportunity, normally up to 6 months, to a staff member within their own area without the need to advertise if this is part of an area's development planning or succession planning. In these circumstances the development opportunity would normally be recognised by a Relieving Allowance or Higher Duties Allowance if the position is at a higher HEW level.

(18) A School/Unit or College/Division may communicate a secondment opportunity to staff within their own area through an Expressions of Interest (EOI) process if this is part of an area's development planning or succession planning.

(19) Staff members may apply for a secondment before advising their supervisor of the possibility of secondment, but must advise their supervisor prior to entering into discussions with the Seconding School/ Unit or attending an interview. If a staff member is concerned that their supervisor may unfairly or inappropriately limit the secondment opportunity then they should discuss this with their supervisor's manager or their HR Business Partner.

(20) Advertised fixed term positions that are not specifically identified as secondment opportunities may still be available to staff as secondments. Staff should discuss the possibility of a secondment with their supervisor prior to entering into discussion with the Seconding School/ Unit or attending an interview.

(21) A supervisor from the Seconding School/ Unit who wishes to second a staff member is required to discuss potential arrangements with the staff member's current supervisor prior to making an offer of secondment. The supervisors will consider whether the secondment will have an overall benefit to the individual and the University.

(22) Probation does not apply to internal secondment arrangements and hence the seconding supervisor should

ensure he/she has spoken with the current supervisor to ensure the secondee's experience, strengths and development needs are an appropriate fit for the secondment opportunity.

(23) In the spirit of supporting development, supervisors should actively seek to accommodate secondment requests where possible, however, if the request cannot be accommodated based on a clear business detriment then the current supervisor may refuse a secondment request. Supervisors should discuss these cases with their HR Business Partner prior to making a final decision.

(24) If the current supervisor is unable to accommodate the secondment opportunity then they should put in place a development plan to facilitate future opportunities for the staff member.

(25) If the secondment is approved, Human Resource Services will produce the secondment contract to be issued to the secondee. The details and conditions of the secondment, including return arrangements will be offered and agreed to in writing.

(26) The supervisor from the seconding school/ unit will put in place a development plan with the secondee to maximise learning in the role and maximise the overall business benefit. The new supervisor will provide a period of familiarisation and training for the new staff member.

## **Section 8 - Inbound and Outbound Secondments**

(27) Secondments into and out of the University are generally based on mutual agreement between the staff member, the University and the external organisation.

(28) The relevant University supervisor or Head of School will prepare a proposal/ business case for the inbound/outbound secondment for consideration by the College PVC or Divisional Head.

(29) The proposal for an inbound or outbound secondment should list potential benefits to the University such as:

- a. Long-term skills development and capacity building;
- b. Strengthened relationships with the external organisation;
- c. Opportunity for joint projects;
- d. Research or Intellectual property benefits;
- e. Staff retention; and
- f. Financial/ business benefits.

(30) If the PVC or Divisional Head approves the proposal/ business case, the relevant supervisor/Head of School will complete a Secondment Agreement (Outbound) or Secondment Agreement (Inbound). Template agreements are available from the University's [Legal Office website](#) - Commercial Legal Precedents. The details and conditions of the secondment, including return arrangements, will be agreed to in writing before the secondment commences.

(31) Advice from a Human Resource Business Partner and the [UON Legal Office](#) is recommended prior to finalising any agreement for Inbound or Outbound secondment.

## **Section 9 - Costs**

(32) For internal secondments, the Seconding School/ Unit is responsible for covering all costs including salary, on-costs, project/position related costs.

(33) For inbound/outbound secondments, the salary and on-costs will be negotiated under the Secondment Agreement

(Inbound / Outbound).

## **Section 10 - Approvals**

(34) For internal secondments, the secondment will be approved by the Head of School/Director from the Substantive School/Unit and the Head of School/Director from the Seconding School/ Unit.

(35) For inbound/outbound secondments, the secondment will be approved by the Vice-Chancellor, a Deputy Vice-Chancellor, Chief Operating Officer, Chief Financial Officer, Chief Information Officer or relevant Pro Vice-Chancellor (per Delegation Schedule).

## **Section 11 - End of secondment**

(36) At completion of the secondment, the secondee will return to their substantive position as outlined in the:-

- a. Secondment- Offer of Employment letter for internal secondments; or
- b. Secondment Agreement (Inbound/ Outbound) for inbound or outbound secondments.

## **Section 12 - Early Termination of Secondment**

(37) The staff member may resume in their previously held position before the agreed end date of the secondment with the approval of the same delegated positions who approved the secondment. The staff member can request an early termination of secondment which will be considered by the relevant parties.

## Status and Details

<b>Status</b>	Historic
<b>Effective Date</b>	18th October 2022
<b>Review Date</b>	31st December 2022
<b>Approval Authority</b>	Chief People and Culture Officer
<b>Approval Date</b>	18th October 2022
<b>Expiry Date</b>	12th April 2023
<b>Responsible Executive</b>	Martin Sainsbury Chief People and Culture Officer martin.sainsbury@newcastle.edu.au
<b>Enquiries Contact</b>	HR Support 4033 9999

## Glossary Terms and Definitions

**"University"** - The University of Newcastle, a body corporate established under sections 4 and 5 of the University of Newcastle Act 1989.

**"Applicant"** - Where referring to a student, an applicant is an individual seeking entry to a program or course offered by the University or its partner organisation/s. For all other uses of this term, the generic definition applies.

**"HR Business Partner"** - The member of Human Resource Services (HRS) appointed as the business partner for the relevant Unit or College.

**"Intellectual property"** - Intellectual property (IP), as defined by the World Intellectual Property Organisation, refers to creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce. Intellectual property is divided into two categories: Industrial property includes patents for inventions, trademarks, industrial designs and geographical indications; and Copyright covers literary works (such as novels, poems and plays), films, music, artistic works (e.g. drawings, paintings, photographs and sculptures) and architectural design. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and broadcasters in their radio and television programs.

**"Outbound secondment"** - An arrangement where an existing University staff member is seconded to an external organisation for a fixed term duration.

**"School"** - An organisational unit forming part of a College or Division, responsible for offering a particular course.

**"Secondment"** - The temporary transfer of an individual to another School/ Unit or employer, to enhance staff development and build organisational knowledge and relationships.

**"Staff"** - Means a person who was at the relevant time employed by the University and includes professional and academic staff of the University, by contract or ongoing, as well as conjoint staff but does not include visitors to the University.

**"Supervisor"** - Staff members with direct supervisory responsibility for other staff within the workplace (a Supervisor may also be member of Senior Management, with duties as an Officer as defined in the Work Health and Safety Act 2011, or any replacing legislation).

**"Term"** - When referring to an academic period, term means a period of time aligned to an academic year for the

delivery of a course in which students enrol and for which they are usually charged fees for example semesters, trimesters, summer, winter or full-year term. The academic year for a term is determined by the academic year in which the course commences, not concludes. For all other uses of this term, the generic definition applies.

**"College"** - An organisational unit established within the University by the Council.