



Policy on Secondments

1. Introduction

1.1 Properly arranged and managed, secondments can be constructive and beneficial to the university and its staff. Secondments should be designed to enable secondees to enhance or develop skills and develop their understanding and knowledge of particular areas of work that are relevant to their current or future role. Secondments may also help develop valuable relationships between the donor and recipient organisations and contribute to the University's relationship with the community.

1.2 These arrangements cover secondments, where **secondment** is defined as:

A tripartite agreement where the three parties involved are:

- the person seconded (secondee)
- the organisation/school/support department in which the secondee was originally employed (donor)
- the organisation/school/support department with whom the secondee is placed for the secondment (recipient).

and the management of the secondee is the responsibility of the recipient and the secondee's employment with the donor will continue after the secondment

1.3 Secondments will be either

- internal: between two university schools/support departments *or*
- external -: from the university to an external organisation *or*
- incoming: from an external organisation to the university

and either

- full-time: for the whole working time of the secondee *or*
- part-time: where part of the secondee's working time is spent with the recipient and part with the donor.

1.4 The purpose of this policy is to bring flexibility and clarity to the management of secondments so that the benefits are realised. Secondments may originate in a

variety of ways, and this policy deals with how they should be handled once the decision has been taken. It does not cover 'leave of absence' (i.e. between just two parties) nor redeployment and retraining, for both of which separate provisions exist.

2. Duration

The maximum total period for any full-time secondment is five years. Part-time secondments may be for longer, but very serious consideration should be given before extending beyond ten years. In both cases a formal review will be required normally every three years, with continuation being subject to agreement that it is in the interests of all three parties.

In cases where a secondment is for a long duration, or where a secondment is extended, employees must be kept informed about whether or not the arrangement is likely to be offered on a permanent basis. Employees must be informed if there is no intention for the secondment arrangement to be made permanent.

3. Secondment Agreement

- 3.1 Before a secondment takes place, there should be a mutual understanding among the three parties as to the nature and terms of the secondment.
- 3.2 For external and incoming secondments there should also be a written agreement (Secondment Agreement). As the Secondment Agreement will include contractual elements, an HR Partner must be involved at an early stage in the discussions. Incoming Secondment Agreements should be authorised as for a new appointment.
- 3.3 For internal secondments a written Secondment Agreement is not required. An internal secondment confirmation will be issued by HR and does not require signed acceptance.
- 3.4 Before a secondment takes place, the arrangements for a *formal review* should be agreed and recorded. This should take place not more than 3 years after commencement and normally six months before the end of the secondment. It is also essential to have frequent informal meetings (normally twice per year) of all the parties to:
 - appraise progress and development
 - update on developments in the donor organisation
 - ensure any problems are highlighted and addressed quickly.
- 3.5 In most cases, the written Secondment Agreement for external and incoming secondments will include similar elements to a contract of employment as well as the tripartite arrangements. This will include, for example:

- the period of the secondment
- the salary/grade structure appropriate to the seconded post, which may be different to the grade the post with the donor organisation
- the nature and extent of the duties of the secondee
- communication and review arrangements
- for part-time secondments, the division of costs between donor and recipient

and in the case of academic staff:

- the accreditation of research publications
- the accreditation of teaching undertaken by the secondee

3.6 Your HR Partner will give advice and full details of what should be included or considered in the Agreement and a checklist of points to cover is attached as Appendix 1. Appendix 2 provides a template for the Secondment Formal Review.

3.7 Prior to final agreement of the arrangements for the secondment, all three parties should be satisfied that the secondment will provide sufficient benefit to the individual, the donor and the recipient

4. Exit Arrangements

4.1 For full-time secondments, the Secondment Agreement must make clear:

- That, at the point of the formal review, a decision must be reached which determines the contractual position thereafter. At that point, there must be agreement that the secondee will return to the donor at the end of the secondment, or he/she will commit to the seconded role and will enter into a contract with the recipient and resign from the donor with normal notice. The terms of each possibility must be made clear to the secondee so that he/she can make an informed choice
- The terms of any return to the donor, including the duties and salary which he/she may expect. For internal or external secondments, salary level will be set at the level the individual would have attained (through standard incremental progression) had he/she not undertaken the secondment. For incoming secondments this should be confirmed by the donor (see also *Promotion*).

4.2 Re-induction

Where secondments are for over six months a re-induction programme will be required to manage the return of the secondee to the donor organisation. The purpose of this is to:

- bring the secondee up to date with developments in the donor organisation and in their job role in particular

- maximise the benefit to the individual and the donor of the development gained by the secondment
 - refresh job-specific skills, if necessary
- 4.3 The re-induction programme should be discussed and established approximately six months prior to the end of the secondment. The extent of the programme arrangements will depend on the duration and type of the secondment. For shorter or part-time secondments, re-induction may require only a relatively straightforward mutual de-brief. For more lengthy secondments, more extensive arrangements may be required which may take place over several weeks beginning prior to and continuing after the secondee's return to work with the donor.

Promotion during secondment

- 5.1 Where the question of nomination for promotion or reward arises during the course of a secondment, the procedure will depend on the type of secondment and the duration of the promotion.
- 5.2 Promotion for the duration of the secondment only will be the norm for non-academic posts including professional support staff, since the seconded role will be lost on return to the donor at the end of the secondment. In the case of academic teaching posts, the merit-based approach to grading will mean that promotion will be permanent.
- 5.3 If the promotion is intended to be only for the period of the secondment and, for part-time secondments, for the role with the recipient only, then the procedure will be managed by the recipient in accordance with the procedures of that organisation (whether the University or an external organisation). The recipient should keep the donor informed and the Secondment Agreement should be amended, if appropriate.
- 5.4 If the secondment is internal and the promotion is intended to be during and extend beyond the secondment and, for part-time secondments, to cover both roles, the procedure should be managed jointly by the donor and the recipient. Where they cannot agree, the Head of the College/Professional Services Group or the College committee, where relevant, should decide. Where two Colleges/Professional Services Groups are involved and cannot agree, the case should be forwarded to the central board with both views. The central board will then determine whether the promotion should be approved and, other than for academic posts, whether it should extend beyond the secondment period or, for part-time secondments, apply to the role with the donor if it has not been supported by the donor.
- 5.5 If the secondment is external and the donor wishes to put forward a nomination for permanent promotion during a secondment, it may do so through the University's procedures. In such an event the implications for the

salary during the secondment should be discussed and agreed with the recipient.

- 5.6 To ensure that the appropriate arrangements are made, any application for promotion during a secondment should state whether or not it would apply after the end of the secondment. If it is proposed that it should, then it should be submitted with the authorisation of both donor and recipient organisations.

6. Changes to Substantive Post

It is expected that once a secondment comes to an end the employee will return to their substantive post which will be broadly the same as the post they left.

If the substantive post is subject to any material change during the course of the secondment the donor manager must keep their employee informed. This might include changes such as team personnel changes, change in line manager, any departmental restructuring, any new or altered role responsibilities.

If the employee's substantive post is at risk of redundancy during the period of the secondment the employee must be notified and consulted in the normal way and in accordance with University policy. It is the responsibility of the donor manager to ensure the employee is informed and consulted at the earliest opportunity.

7. Disputes

It is recognised that, due to the tripartite, non-standard nature of secondments, difficulties may arise. Where serious difficulties are identified during a secondment they should be discussed among the three parties with reference to the Secondment Agreement, the relevant procedures and HR advice, if required.

8. History and Review

Approval Date: December 2002

Approved By: Court

Terminology updated in October 2020.

Secondment Agreements: Points to Cover

For external and incoming secondments there must be a written agreement (Secondment Agreement). As the Secondment Agreement will include contractual elements, an HR Partner must be involved at an early stage in the discussions. For internal secondments a written Secondment Agreement is not required.

The Secondment Agreement may be covered in a single document or in more than one document, such as a 'standard' letter of appointment supplemented by specific terms relating to the secondment.

The Secondment Agreement should be drawn up with reference to the Policy on Secondments and following points should be covered, where relevant.

Administration

- Initiation of incoming Secondment Agreements will be the responsibility of the University. For external secondments, the initiation of the Secondment Agreement will normally be the responsibility of the external organisation.
- The Secondment Agreement document(s) should be prepared and accepted before the secondment commences.
- Incoming Secondment Agreement: all three parties to the secondment should sign acceptance of the agreement. Authorisation for the UoE school(s)/department(s) is as for a new appointment.
- An internal secondment confirmation is issued by HR and does not require signed acceptance.
- The documentation should be retained on file as for a new appointment.

Information to include for Incoming Secondments

Parties' details:

- names and addresses of
 - donor organisation
 - recipient organisation
 - secondee
- name and contact details of principal contacts in donor and recipient

Employer:

- specify which organisation is the employer for the period of the secondment. This will normally be the recipient.
- specify that any employment contract for the purposes of the secondment is conditional on the continuation of the secondment and vice versa.

Period of secondment:

- duration (maximum of 5 years for full-time secondment)
- commencement and termination dates
- notice period for the secondment, by any of the parties.
- specify that the secondment will end automatically on termination of the job with the donor (in that it will cease to be a secondment).

Location

- address of the location of the seconded post

Secondment role details

- job title
- hours
 - proportion of contracted hours with the donor organisation
 - actual number of hours per week during secondment, specifying days/times.
- Name of supervisor
- Job description/summary of main duties

Superannuation

- Specify arrangements. Where possible, arrangements should be made for the secondee to remain in the donor's scheme and for the recipient to pay the relevant employer's contributions, either directly or by reimbursing the donor for making the payments. Where that is not possible, for secondments involving an employment contract with UoE, the relevant UoE scheme should be offered.

Pay

- Salary and scale. The secondee will be appointed to the UoE Grade structure applicable to the seconded post. Special arrangements may be made to match an external donor's salary/scale within UoE following consultation with the relevant union (e.g. for schoolteacher secondments).

Conditions of Service

- Specify the range of conditions required under a contract of employment, including policies on leave, discipline, grievance, sickness absence etc. These will normally be those of the employer during the secondment.
- Additional arrangements for consultation between the donor and recipient in relation to disciplinary/capability procedures to ensure that any action is coordinated.

Funding

- Specify that the full employment costs for the secondee will be borne by the recipient organisation (or such alternative arrangements as may be made)
- Payment arrangements to the secondee
- Funding arrangements between the donor and recipient organisations, if relevant. NB VAT may apply if the recipient reimburses the donor rather than paying directly, depending on the local tax advice on payment for services. (If in doubt contact the VAT section of the Finance Department)

Outcomes of the secondment

- Specify the anticipated outcomes

Review

- Intermediate review dates
- Formal review date (not more than 3 years after commencement and at least six months before the end date)

Return to donor organisation

- Arrangements for return at the end of the secondment including:
 - Salary/grade. This should be determined by the donor.
 - Re-induction – for secondments of over six months, specify that a programme will be established.
- Terms applicable if the secondment is ended early by the secondee or the recipient. Termination by the donor will result in return to the donor on the same terms as at expiry of the secondment.

Secondment Formal Review Form

The responsibility for initiating the review and completing this form lies with the University of Edinburgh school/department for incoming secondments or the Recipient school/department for internal ones. The review should be carried out in consultation with a University HR Partner.

Name of Secondee

.....

Name of Donor school/department/organisation

.....

Name of Recipient school/department/organisation

.....

Type of Secondment (tick *as appropriate*):

Internal or External or Incoming

Full Time or Part Time

Date original secondment commenced

.....

Having initially received a brief report from the secondee outlining their achievements against the main objectives of the secondment, the three parties to the secondment have agreed the following:

a) The secondee will return to the donor at or before the end date in the Secondment Agreement from (date)

or

b) The secondment will be extended until (a date not more than five years after the date of original secondment commenced)
The terms of the secondment will remain as before.

In either case, the terms of the secondment will remain as specified in the Secondment Agreement unless mutually agreed otherwise.

or

c) The secondment will cease and the secondee will become an employee of the recipient organisation / school/department from (date)....., resigning from the donor organisation from the same date.

The signatures below signify agreement to the decision above (internal secondments do not require completion of written signatures below).

Signed: Date
for the Donor organisation

Signed: Date
for the Recipient organisation

Signed: Date.....
by the Secondee

This form should be forwarded to the relevant HR Partner and as required by any outside organisation, together with any revised draft of the Secondment Agreement.