Secondment Policy and Procedure

Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') acknowledges that secondment opportunities are beneficial to both individual employees and CDU, providing opportunities to acquire new knowledge and skills that contribute to career development.

(2) The University supports employee movement opportunities within CDU and between external organisations, to meet strategic goals, operational requirements and provide valuable professional capability development to employees.

Section 2 - Purpose

(3) This policy and procedure outlines the approach to secondments, associated conditions and arrangements.

(4) This document also reflects the Staff Sharing requirements in alignment with the CDU and Northern Territory Government (NTG) Partnership Agreement (the Partnership).

Section 3 - Scope

(5) This policy and procedure applies to ongoing and fixed-term employees at the University (University employees).

Section 4 - Policy

(6) A secondment is an employment mechanism where an employee is temporarily transferred for an agreed period to another employer, without affecting their substantive employment arrangements.

(7) Secondments have the benefit of increasing workforce capabilities, enhancing intra-organisational relationships, and facilitating workforce flexibility.

(8) Secondments may be used for a range of purposes including:

a. The exchange of information and ideas.
b. Enhancement of organisational relationships.
c. Facilitation of mutually beneficial projects.
d. To acquire or provide short term expertise or assistance.
e. Career and personal development of employees (for example, enhancement of skills, knowledge, and experience).
f. To fill a vacant position.

(9) A secondment will normally show value or benefit to the University and the employee and should not be financially or operationally disadvantageous.

Secondment options

(10) CDU supports the following options for secondment arrangements:

a. University remains primary employer – during the secondment term, the secondee remains an employee of the University for all purposes, whilst undertaking the identified work of the host organisation. All costs associated with their employment will continue to be the responsibility of the University. The University may recover part or all costings of the secondment from the host organisation under the negotiated secondment agreement.
b. Host organisation as primary employer – the secondee will be an employee of the host organisation for the term of the secondment. All costs associated with their employment will be the responsibility of the host organisation and the employee will be bound by all relevant legislation, terms and conditions as associated with the host organisation. During this period, the employee is deemed to be on leave without pay from the University and therefore does not accrue any leave entitlements for this period however, this period is recognised for long service leave purposes.

Section 5 - Procedure

(11) When a University employee is considering undertaking a secondment, they must first discuss the proposed arrangements with their supervisor and submit a request in writing.

(12) If the secondment is supported and approved by the University, the University employee must then negotiate an appropriate release date to ensure no party to the agreement is disadvantaged.

(13) University employees engaged on fixed-term contracts may be eligible for secondment, however the period of the secondment must not exceed the remaining fixed-term period of their contract with the University.

(14) University employees still within a probationary period are not eligible to undertake a secondment.

(15) Secondees remain employees of the University for the period of the secondment and maintain continuity of employment.

(16) The length of secondment will generally be no longer than 24 months, unless otherwise approved in writing by the University.

(17) Any request for extension to an existing secondment will be assessed on a case-by-case basis by the Director People and Culture, considering:

a. the nature of the work being undertaken whilst on secondment; and
b. the potential effects an extension may incur.

(18) At the end of the secondment, the University employee would be expected to return to their substantive position within the University unless otherwise notified or negotiated.

University remains primary employer (no change in employer)

(19) The University's conditions of employment will normally continue to apply to the secondee, including:

a. Substantive salary, including any increments and pay increases due and appropriate allowances.
b. Accrual of leave entitlements.
c. Performance review requirements.
d. Membership of the relevant superannuation scheme.

e. Workers compensation cover, professional identity, and public liability cover.

(20) Notwithstanding the above:

a. the host organisation will usually direct and supervise the secondee in the day-to-day performance of their duties; and
b. performance expectations may require adjustment depending on the circumstances of the secondment.

(21) Where it is not practical or appropriate to retain University conditions (or where those of the host organisation differ significantly), agreement should be reached between the organisations on the conditions to be applied prior to the secondment being approved.

(22) The University and the host organisation will enter into a secondment agreement, which articulates full details of the secondment, including financial arrangements.

(23) The Office of People and Culture may refer a secondment agreement prepared by the University or the host organisation to the CDU Legal Team for review at any time if it considers this action to be appropriate.

(24) The secondment agreement must be signed by the employee and approved by the Director People and Culture.

Host organisation as primary employer (change in employer)

(25) For the term of the secondment, the host organisation will assume all responsibilities of primary employer, including:

a. Substantive salary, including any increments and pay increases due and appropriate allowances.
b. Accrual of leave entitlements.
c. Performance review requirements.
d. Membership of the relevant superannuation scheme.
e. Workers compensation cover, professional indemnity, and public liability cover.

(26) All annual leave accrued with the host employer during the secondment period must be taken prior to the University employee's return to the University unless otherwise agreed to. The timing and approval of any type of leave taken during the secondment will be determined by the host organisation in consultation with the University employee.

(27) Where the University employee'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.

(28) If, during the period of secondment, the University employee is subject to any form of disciplinary, misconduct or serious misconduct proceedings, they must advise the University in writing prior to their return. The University reserves the right to consider this information and progress as appropriate.

(29) The University employee will revert to their substantive position with CDU as appropriate, upon completion or termination of the secondment.

(30) If the secondment agreement is with NTG as host organisation it does not require any formal secondment agreement under the Partnership. However, the Co-chairs of the Collaboration Committee established in accordance with the Partnership are required to approve the secondment under these terms.

Section 6 - Non-Compliance

(31) Non-compliance with Governance Documents is considered a breach of the Code of Conduct - Employees or the Code of Conduct - Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2022 and the Code of Conduct - Students.

(32) Complaints may be raised in accordance with the Complaints and Grievance Policy and Procedure - Employees and Complaints Policy - Students.

(33) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

Status and Details

Status	Historic
Effective Date	30th April 2024
Review Date	30th April 2025
Approval Authority	Vice-Chancellor
Approval Date	30th April 2024
Expiry Date	18th May 2025
Responsible Executive	Penny Szybiak Vice-President Corporate
Implementation Officer	Peta Preo Director People and Culture
Enquiries Contact	Peta Preo Director People and Culture People and Culture