



# Secondment Procedures in TU Dublin

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## 1. Document Control Summary

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## 2. Introduction / Context

This document outlines the procedures for approving and managing secondment arrangements out of the university or into the university in line with the Secondment Policy.

In general, the secondment arrangement should have a sound strategic and operational rationale that will bring benefits to the University.

## 3. Purpose

This document advises all staff on how secondment arrangements should be approved, processed and managed.

## 4. Scope

This policy applies to all TU Dublin employees with at least 12 months' continuous service seeking secondment to an external organisation. (Please note that any fixed term staff member wishing to be considered for a secondment opportunity must have an employment contract expiry date beyond the proposed end date of the secondment).

## 5. Definitions

### Secondment:

A secondment involves the movement of a University staff member to an external organisation for a period to work in that organisation or an individual from an external organisation moving to the University to take on a specific role for a temporary period. In effect, it can either be:

- (i) A staff member seconded from a post in the University to a post in an external organisation on a specified purpose and/or fixed term basis.
- (ii) An individual from an external organisation seconded to the University on a specified purpose and/or fixed term basis.

Otherwise, where a staff member moves internally within the University, the appropriate Recruitment, Selection and Appointment policy will apply. Thus, the Secondment policy does not apply.

## 6. Roles and Responsibilities

### 6.1 Line Manager

The responsibilities of the line manager include:

- Ensuring that the individual is aware of and understands the Secondment Policy and SOP Secondment Procedures.
- To give due consideration to requests for secondment and submit for approval.
- To liaise with HR and the host organisation to agree start dates, secondment period, reimbursement of costs, Secondment Agreement etc.
- To prepare and submit a business case for the secondment.
- To liaise with HR and to ensure that Finance are advised that arrangements for reimbursement of salary and employer's costs will need to be set up with the host organisation.

### 6.2 Individual Staff members

Staff members seeking a secondment opportunity should:

- Prior to making an application for secondment, the employee must speak to their line manager and obtain their agreement to the application. Applications will be given due consideration, and approval will be subject to meeting the exigencies of the service.
- Familiarise themselves, and comply, with the Secondment Policy and Secondment Procedures.
- Sign the Secondment Agreement, signifying their understanding the Secondment Policy and Secondment Procedures and acknowledging their agreement to the Terms and Conditions set out in the Secondment Agreement
- To advise the University of any changes in circumstances that affect their employment.

### 6.3 Human Resources

The HR Department will:

Liaise with the line manager and host organisation to ensure that an appropriate Secondment Agreement is drafted, issued to all parties and signed appropriately.

## 7. Procedure Details:

### 7.1 Procedure Overview

This section provides an overview of the salary arrangements, billing processes and backfill arrangements that need to be established before a secondment can take place. Section 8 will outline the required internal approval processes before a secondment arrangement can commence.

### 7.2 Procedure Details

#### Secondments

All arrangements including salary arrangements, source of funds, VAT implications, terms and conditions of appointment including leave arrangements, pension costs and travel and subsistence, etc. must be set out in an agreement between the University and the external organisation (template Secondment Agreement attached at Appendix 1).

#### 7.2.1 Salary Arrangements – TU Dublin Staff Seconded Externally

The University will continue to pay the substantive salary of the staff member and will recoup the cost on a quarterly basis by way of invoice/letter to the external organisation. Please note that salary costs are subject to national wage increases, increments, employers PRSI and

pension (if appropriate) and these costs must be included in the Business Case and in any agreement with the external organisation. A Secondment agreement to be prepared in association with the HR Department.

#### *7.2.2 Salary Arrangements - External Staff Seconded to TU Dublin*

The norm is that the individual continues to receive payment from their original employer, who will recoup the cost on a quarterly basis by way of invoice/letter from the University. Please note that salary costs may be subject to national wage increases, increments, bonuses, employers PRSI and pension (if appropriate) and these costs must be included in the Business Case and in any agreement with the external organisation. There may also be VAT implications.

**Note:** The University does not normally second individuals from external organisations with the Intention of paying additional remuneration to the individual in excess of his/her salary with the external organisation.

#### *7.2.3 Billing Process*

The invoicing process for any external secondment needs to be set up for secondments into and out of the university. The Line Manager should liaise with Finance to ensure the correct invoicing process is put into place.

### **Staff seconded to an External Post:**

#### *Where the staff member is to be paid by TU Dublin:*

On the set-up of the secondment, the relevant Manager responsible for the employee will instruct the Finance officer to invoice the External employer for payment. The invoice amount should include the salary amount, pension implications, employer's PRSI and any other associated costs in accordance with the terms agreed.

### **External staff seconded into TU Dublin:**

The staff member remains on their previous employer's payroll and all relevant costs are invoiced to TU Dublin and paid by Finance. The invoice must be authorised for payment by the Manager who has arranged the secondment.

**In all cases**, the relevant Manager, in conjunction with the Finance Officer and Resourcing Manager, must ensure that the costs involved are clearly defined to both TU Dublin and the other employer and that an agreed method of invoicing and payment is implemented.

#### *7.2.4 Backfill Arrangements:*

All backfill arrangements arising from a secondment should be included in the Business Case going forward for approval.

Staff will be appointed on a Specified Purpose and/or Fixed Term basis as appropriate in accordance with agreed resourcing policies.

## **8. Approval Process**

### **New Secondments**

All secondment proposals require the approval of the President. A secondment will go to the Staffing Posts Approval Group (SPAG) for recommendation for approval and then to the

President for approval. The relevant Manager should submit a completed Staff Request Form (on CORE Portal) to the relevant internal approval process for consideration - ideally three months, but no less than one month in advance of the proposed commencement of the secondment arrangement. HR will then present the secondment request to SPAG. All submissions must be supported with a comprehensive Business Case (see below).

For any extensions for over 1 year or any change to the secondment arrangements, the same approval process as outlined above will apply.

A proposal to extend a secondment by up to 1 year will require the approval of the relevant Head of School / Head of Function.

### Business Case

The following details will be required in the completion of the Staffing Requisition Form that will then be submitted to relevant campus recruitment approval process:

- **Secondment Purpose**
- **Benefits to the University**
- **Benefits to the Seconded**
- **Appointment Process** (see below)
- **Backfill Arrangements**
- **Job Description**
- **Essential and Desirable Criteria** (where backfill is required).
- **Level of Post** (including rationale for decision).
- **Terms and Conditions** including **salary & pension implications** (in the case of a secondment to the University – details of other terms & conditions of employment including leave entitlements etc. should be set out).
- **Funding Arrangements** (including source, codes, what sum is available, what the sum is to cover e.g. salary, employer PRSI, pension, overtime payments, proposed salary, backfilling costs etc.).
- **Contact Details**
- **Agreement Details**

## 9. Change Process

This document should be reviewed at least once every 3 years to ensure that it is still fit for purpose. This review should be triggered by the document owner and will be undertaken by the HR Policy Committee (HRPC).

The document may be reviewed in between these scheduled reviews should a need be so identified by the Head of Human Resources.

Minor changes can be made to the document with the approval of the Head of HR. Minor changes do not substantively change the intent of the document. Major change of the document will require a review of the document by the HRPC and the updated document re-approved. Major change may include change of scope or intent of the document, and/or the audience impacted by the document.

## 10. Related Documents

This document supports the University Secondment Policy and outlines the procedures for approving and managing secondment arrangements out of the university or into the university in line with that Policy.

## 11. Conclusions

This document sets out the procedural details associated with the management of secondments into the University or out of the University.

A sample Secondment Agreement for use in agreeing terms and conditions of inward or outward secondments is attached at Appendix 1.

## 12. Appendix

Appendix 1 – Secondment Agreement Template

## 13. Document Management

### 13.1 Version Control

VERSION NUMBER	VERSION DESCRIPTION / CHANGES MADE	AUTHOR	DATE
Rev 1.0	First revision of document	Declan O'Donovan	7 <sup>th</sup> March 2022

### 13.2 Document Approval

VERSION NUMBER	APPROVAL DATE	APPROVED BY (NAME AND ROLE)
Rev 1.0		

### 13.3 Document Ownership

This document is owned by the Head of Human Resources.

**For contact purposes please see below:**

Contact: Onboarding Team

E-Mail: [onboarding@tudublin.ie](mailto:onboarding@tudublin.ie)

### 13.4 Document Review

The Head of Human Resources is accountable to review this document. This document should be reviewed at least once every 3 years to ensure that it is still fit for purpose.

The document may be reviewed in between these scheduled reviews should a need be so identified by the Head of Human Resources.

### 13.5 Document Storage

This document will be stored on the common personnel (Human Resources) drive. This procedures document will be accessible on the HR website under the Policies/Form tab by all staff.

### 13.6 Document Classification

As this document is a procedure it is classified as 'TU Dublin Public'.



## Appendix 1



## Secondment Agreement

This Secondment Agreement dated \_\_\_\_\_

**Between**

\_\_\_\_\_ (The secondee)

**And**

\_\_\_\_\_ (the host organisation)

**And**

Technological University Dublin (TU Dublin) (the seconding organisation)

Whereas, the Host Organisation has requested the secondment of

\_\_\_\_\_ For a period of \_\_\_\_\_ years to act as a

\_\_\_\_\_.

1. The Secondee will be seconded from TU Dublin to \_\_\_\_\_ (herein called the Host Organisation) on the basis of a fixed-term secondment agreement which will commence on \_\_\_\_\_ and end on \_\_\_\_\_. This arrangement will be reviewed after six months to ensure that it is meeting the expectations of both parties.
2. TU Dublin will continue to pay the secondee his/her annual salary of \_\_\_\_\_ plus the associated employer costs of employer's

PRSI for the period of the secondment. The costs for the period of secondment will be recouped from the Host Organisation at quarterly intervals, in advance. *(The secondee shall pay superannuation contributions, including any public service levy from his/her substantive TU Dublin salary should that become necessary during the term of this secondment)*. Changes in public sector pay occurring during the period of the secondment shall apply.

3. The Host Organisation will be responsible for any other agreed costs associated with the secondee's secondment. In this regard, the secondee shall comply with any policies of the Host Organisation regarding expenses.
4. The employment policies and procedures which apply to this period of secondment will be as set out by TU Dublin *(as per terms and conditions of employment)*. However, the secondee will be also required to comply with the Host Organisations policies and procedures for the duration of the secondment period, save in respect of matters which relate to the secondee's terms and conditions of employment.
5. Contacts for all administrative purposes will be \_\_\_\_\_, HR Resourcing Manager, TU Dublin, and \_\_\_\_\_ (Host Organisation). Invoices will be sent to \_\_\_\_\_ by Head of Finance, TU Dublin. The Department will issue payment within 30 days of the invoice date. [If actual costs differ from estimates, TU Dublin will include any necessary adjustments for under/overestimated costs in the subsequent quarter].

Any sum payable to TU Dublin under this agreement shall accrue from day to day and shall be payable by the Department quarterly in advance to the following \_\_\_\_\_ bank \_\_\_\_\_ account:

**BIC Code: AIBKIEXX**

**IBAN: IE96AIBK931XXXXXXXXXX**

6. The Host Organisation shall be entitled to terminate the secondment at any time, without notice. Without prejudice to same and to the secondee's

employment with TU Dublin, for the avoidance of any doubt, the Secondment shall terminate immediately where:

- a. the secondee commits any act or makes any omission (whether or not in connection with the Secondment) which would entitle the Host Organisation to dismiss the secondee summarily if employed by Host Organisation;
  - b. the secondee becomes unfit to carry on his duties;
  - c. the secondee conducts himself/herself in a manner prejudicial to the Host Organisation (whether or not in connection with the Secondment);
  - d. the secondee is guilty of dishonesty or are convicted of an offence (save for minor motoring offences or other minor offences which do not affect the performance of his duties); or
  - e. failure to comply with any policy of the Host Organisation, or lawful direction of the Host Organisation.
7. Any difficulty of a disciplinary or grievance nature which arises during the Secondment shall be dealt with by TU Dublin in accordance with its disciplinary and grievance procedure.
8. TU Dublin advises that it is expected that the secondee will resume his/her employment in TU Dublin (if applicable) following the end of the period outlined in paragraph 1 of this Agreement or the termination of the Secondment. Where the date of the end of the secondment is the same as the end date of the secondee's contract of employment with TU Dublin, the secondee will not return to TU Dublin and the secondee's contract of employment will terminate.

TU Dublin advises that should the secondee not return to that position assigned to him/her by TU Dublin by the \_\_\_\_\_, s/he will not be entitled to resume his/her employment with **TU Dublin** after that date, unless otherwise agreed by parties and as set out in Clause 1 of this Agreement. Furthermore, this agreement shall automatically terminate if the secondee leaves TU Dublin's employment during the period outlined in paragraph 1.

9. The secondee shall not use, divulge or communicate to any person any trade secrets or information which are for the time being confidential to the Host Organisation and / or any of its subsidiaries or partners and are not in the public domain ("Confidential Information") which the secondee may have received or obtained during the Secondment, whether obtained in documentary form, orally, by demonstration or otherwise. This restriction shall continue to apply after the termination of this Secondment for whatever cause.
10. If at any time during the Secondment, the secondee makes or discovers or participates in the discovery of any intellectual property or any improvement upon or addition to any Intellectual Property which is applicable to or in any way affects the business for the time being carried on by the Host Organisation, the secondee shall immediately communicate same to the Host Organisation and this will be the absolute property of the Host Organisation, and the secondee will give all such information, data and drawings as may be needed to enable the Host Organisation as the case may be, to exploit such invention, improvement or addition to the best advantage and will execute all such documents and do all such things as may be necessary or desirable for obtaining patent or similar protection for same in such part or parts of the world as may be specified by the Host Organisation and for vesting the same in the Host Organisation.

The secondee hereby assigns to the Host Organisation by way of future assignment all such intellectual property rights for the full terms thereof throughout the world arising in any works or material originated, conceived, written or made during the period of the Secondment insofar as the rights in such works and material do not automatically vest in the Host Organisation.

The secondee shall, at the request and expense of the Host Organisation, do all things necessary or desirable to substantiate the rights of the Host Organisation under this clause.

The secondee hereby waives all current or future moral or similar rights arising from any of the works or materials referred to in this clause insofar as the secondee may lawfully do so in favour of the Host Organisation and for the

avoidance of doubt this waiver shall extend to the licensees and successors in title to the copyright in such works or material.

The secondee will do nothing during the Secondment or at any time thereafter to affect or imperil the validity of any intellectual property obtained, applied for or to be applied for by the Host Organisation or its nominee. In particular, without limitation the secondee will not disclose the subject matter of any invention which may be patentable before the Host Organisation has had an opportunity to apply for any patent or patents.

11. This Secondment Agreement may be terminated before the expiry of the agreed term (expected date \_\_\_\_\_) at the request of either party. A minimum of six weeks' notice, in writing, is required.
12. TU Dublin will provide relevant information about the secondee, including personal data, to the Host Organisation in connection with the Secondment. The Host Organisation will process such information in accordance with applicable data protection law, and its policies and procedures.

**To confirm understanding and acceptance of this Agreement, all parties are required to sign the Secondment Agreement below.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Head of HR**

**TU Dublin, Employing Organisation**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Host Organisation**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Secondee**