

SECONDMENT AGREEMENT

BETWEEN: [Name of Home Council]

AND: [Name of Seconding Council]

AND: [Name of Secondee]

The purpose of this agreement is to establish the terms and conditions of the secondment arrangement between the [insert Seconding Council name], the [insert Home Council name] and [insert the Secondee's name].

1. Duration of Secondment

[Secondee] will be seconded to [seconding council] for the period [insert commencement date] to [insert end date].

2. Assignment during Secondment

[Secondee] will be assigned to the position of [position title] at [seconding council], [location].

[Secondee] will be responsible for the duties as outlined in the Position Description or as per the project plan which will be provided by the [seconding council].

3. Reporting

[Secondee] will report to [supervisor name/position], [seconding council] for the duration of this secondment. Performance development will be conducted by [supervisor name/position] in consultation with [supervisor] at [home council]. [Secondee] shall report to the [supervisor] of the [seconding council] for contract of secondment only.

4. Terms and Conditions

[Secondee] will revert to the continuing [full-time position] of [position title] with [home council] at the end of the secondment period.

During the period of secondment, [secondee] will be required to comply with all applicable statutes, regulations, policies and procedures of the [seconding council].

5. Payment Arrangements

Two options are available for managing the payroll administration of the seconded employee.

Delete the option, either (a) or (b) that is not applicable:

- (a) Responsibility will remain with the home council for payroll administration of [Secondee] at the rate approved for the seconding position. A recoup process will be administered by the [home council] invoicing the [seconding council] for salary and on-costs on a [period of time] basis.

Invoices should be directed to: [title, section, seconding council].

OR

(b) Responsibility for all payroll administration will transfer to the [Seconding Council] during the secondment period.

Secondment at a higher level than the secondee's substantive classification will attract the remuneration and conditions applicable to the higher level position. These higher payments will cease when the employee completes the secondment and returns to his/her substantive position or level.

Any changes to base salary or other costs will be subject to renegotiation.

During the period of secondment the employee will remain an employee of the home council and will therefore be accorded the same rights. In the event of any communication or consultation regarding home council issues e.g. organisational restructuring, the seconded employee will be included as part of the process. The seconded employee will also be considered for any vacant positions as if they were working in the council at the time.

[Secondees] will remain a member of his/her current superannuation scheme as per the conditions of his/her employment with the [home council].

6. Annual Leave and Sick Leave

[Secondees] will be eligible for his/her normal entitlements to annual leave and sick leave as specified by the conditions of [home council].

[Home council] will advise [seconding council] of any accrued leave entitlements which [Secondees] has access to at the time of commencement of the secondment. [Seconding council] must notify the [home council] of the taking of any annual leave or sick leave during the secondment.

The approval and timing of annual leave is to be determined by the [seconding council] in consultation with [secondees]. [Home council] will be consulted only in the case of long service leave.

There will be a full reconciliation of leave entitlements at the completion of the secondment. The payment of leave entitlements will be subject to the payment of salary method elected by the two councils.

Where option (a) has been selected, [seconding council] will notify [home council] of any leave taken prior to the pay run for the period to which the leave applies. [Seconding council] processes pays [insert frequency], with the first pay cycle after the commencement of the secondment being [insert date]. [Home council] will process the leave accordingly. At the completion of the secondment, [seconding council] will pay to [home council], the balance of any leave liabilities accrued during the secondment period.

Where option (b) has been selected, [seconding council] will process any leave as taken during the secondment. At the completion of the secondment, [seconding council] will notify [home council] of the balance of leave and will transfer any leave liabilities accrued during the secondment period to [home council].

7. Long Service Leave

[Secundee] will continue to accrue long service leave in accordance with the conditions of the [home council].

[Insert one of the options below:]

If secundee is eligible but no long service leave is to be taken insert this clause below and delete all other clauses:

No long service leave is to be taken by [secundee] during the period of the secondment.

Or, if long service leave is to be taken insert either clause (a) or (b) and delete the other clause:

- (a) [Seconding council] will approve the taking of long service leave on [insert date] until [insert date].

OR

- (b) The [seconding council] will approve the taking of long service leave for a period of [insert weeks]. The final timing and duration of such leave will be negotiated between [secundee] and the [seconding council].

8. Premature Termination of Contract

This secondment agreement may only be terminated by agreement in writing by [seconding council] and [home council] after prior consultation between [seconding council] and [home council].

The [seconding council] may terminate the secondment on account of inappropriate behaviour of a serious nature or may terminate with two weeks' notice in the event of non-performance or a decision to no longer support the secondment.

If [secundee] wishes to terminate his/her employment with [home council] during the period of this secondment, he/she must give at least [insert notice period] notice to [seconding council] and [home council].

9. Extension

Extensions beyond the initial 12 month period will be subject to the further approval of both [home council], the [seconding council] and the [secundee].

Secondments will not be approved for more than a total of three (3) years.

10. Intellectual Property and Confidentiality

Material created by the secondee during the secondment period will be owned by the [seconding council].

The secondee will keep confidential all information of the [seconding council].

In this clause:

“Material” includes property, information and the subject matter of any category of Intellectual Property rights;

“Intellectual Property” includes all copyright

11. Approvals

Signed: Date:/...../.....

Print Name:.....
[Title], [Home Council]

Signed: Date:/...../.....

Print Name:.....
[Title], [Seconding Council]

I have read the above agreement between the [home council] and the [seconding council] and agree to undertake the secondment in accordance with the terms and conditions as outlined above. I acknowledge that all other terms and conditions of my employment remain unchanged.

Signed: Date:/...../.....

Print Name:.....
[Secondee]