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Partnership Agreement

**FRAMEWORK FOR  
STAFF SHARING ARRANGEMENTS  
  
BETWEEN  
CHARLES DARWIN UNIVERSITY  
AND THE  
NORTHERN TERRITORY GOVERNMENT**

## INTRODUCTION

The Partnership Agreement between Charles Darwin University (CDU) and the Northern Territory Government (NTG) combines expertise and resources to foster the social and economic development of the Northern Territory. A key strategy of the Agreement is to maximise opportunities from the use of human, financial and infrastructure resources, and to ensure that joint priorities of CDU and NTG are being met through successful staff sharing arrangements.

The Framework for Staff Sharing Arrangements between CDU and the NTG<sup>1</sup> has been developed to expedite and streamline the processes involved and to ensure a consistent approach to the administration of these arrangements. The application of the framework will also ensure that the interests of all parties are safeguarded and that the potential benefits of the arrangements are fully realised.

Staff sharing is designed to:

- provide specialised skills to the 'host' partner that may not otherwise be available;
- develop particular projects that are of mutual priority;
- provide professional development to the individual; and
- provide for the exchange of ideas and information to enhance activities and the organisational relationship of the Partnership Agreement.

Most staff sharing arrangements are relatively straightforward. However, there may be a need to incorporate particular funding arrangements and specific project or institutional requirements into individual arrangements.

A number of templates have been designed to complement existing employment contracts and are available from:

<http://www.cdu.edu.au/government/staff-sharing-framework.html>.

The templates can be amended to reflect individual circumstances.

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<sup>1</sup> The Framework complements a broader NTG strategy to provide avenues for career mobility. 'Broadening Our Horizons', a policy and framework developed by the Office of the Commissioner for Public Employment, presents opportunities for NTPS employees to accept placements or temporary assignments in another agency or sector. See <http://www.nt.gov.au/ocpe/swd/lcmp/mobility.shtml>

## **TYPES OF ARRANGEMENTS**

### **SECONDMENTS**

In a secondment, an employee is temporarily transferred from one employer to the other for an agreed period. Secondments may or may not involve a change in employer, depending on the requirements of the position and the requirements of the three parties (the employee, host employer and substantive employer).

Some secondment arrangements between CDU and NTG are commonly referred to as 'joint appointments', as the employee's position is supported by both organisations on mutually agreed conditions. In this type of arrangement, an employee is temporarily transferred to the partner organisation for a percentage of their time.

Prior to commencement, both organisations determine the duties of the position, which organisation will be the substantive employer and what level of contribution will be made by the other organisation, eg. financial, facilities and/or resources. As in all arrangements, it is important to have mechanisms in place to manage performance, outcomes and reporting requirements.

To implement this type of arrangement between CDU and NTG, the employee must have an existing employment contract with the substantive employer. A secondment agreement is developed between the employer (either CDU or NTG) and the partner organisation, in line with the agreed conditions.

The substantive employer must determine whether the employee will retain their substantive position for the duration of the secondment. This must be clearly articulated to the employee prior to commencing.

#### **Secondment (no change in employer)**

In this secondment, the substantive employer remains responsible for the employee for the duration of the secondment. As such:

- the substantive employer continues to pay the employee's salary (including superannuation) and allowances;
- all the employee's entitlements will continue to accrue; and
- the substantive employer will continue to be responsible for occupational health and safety and workers' compensation obligations specified under relevant legislation.

Where the secondment entails no change in employer the agreement may include a provision for the substantive employer to seek payment for the seconded employee's services.

#### **Secondment (change in employer)**

In this secondment, the host employer takes full responsibility for the employee for the period of the secondment. As such:

- the employee will be employed by the host employer, who will determine hours of work, salary and method of payment, performance incentive schemes, entitlements and use of company assets;

- the host employer is responsible for occupational health and safety and workers' compensation obligations specified under relevant legislation;
- the employee is released from employment with the substantive employer and as such cannot access any entitlements that have accrued under their substantive appointment. All such entitlements will cease to accrue for the duration of the secondment.

## **RESEARCH APPOINTMENTS**

Employees undertaking research appointments should, as far as is practicable, be employed by CDU. Costs are to be recovered as appropriate. This arrangement ensures that researchers receive significant academic recognition for professional outputs. It also assists CDU to secure funding from research bodies.

## **HONORARY, ADJUNCT, VISITING AND COMMUNITY APPOINTMENTS**

Alternative arrangements to secondments that may be considered are honorary adjunct, visiting or community appointments whereby CDU may confer a range of privileges to the appointees as recognition or association with/contribution to the teaching, research, scholarship or other activity of the university. CDU policy, guidelines and processes for these honorary appointments can be viewed at: [http://eagle.cdu.edu.au/ntu/apps/ntuinfo.nsf/WWWView/Policy\\_44](http://eagle.cdu.edu.au/ntu/apps/ntuinfo.nsf/WWWView/Policy_44)

## PROCEDURES

This section provides practical procedures for the development of a secondment agreement. It takes the form of a tri-party agreement which complements an existing employment contract with either CDU or NTG.

All new appointees (i.e. those not currently employed with either CDU or NTG) must have an employment contract with either CDU or NTG, whichever is deemed most suitable, and a secondment agreement to participate in a staff sharing arrangement. The template for secondment agreements is available at: <http://www.cdu.edu.au/government/staff-sharing-framework.html>.

Opportunities for secondment may be identified by an employee, their supervisor or by an employer who identifies a gap within their work unit. In either case, determining the other parties' level of interest is a vital first step.

It should be noted that employers may need to consider salary maintenance if the secondment position is at a lower level of salary than the substantive position.

### **Objectives of the Arrangement**

The objectives of the arrangement should be clearly identified in the early stages with the parties paying particular attention to the expected outcomes of the arrangement and performance indicators to periodically measure its success.

### **Merit Principle**

The selection of appropriate staff for staff-sharing arrangements is based on the merit principle. Merit is defined as "the capacity of the person to perform particular duties, having regard to the person's knowledge, skills, qualifications and experience" and is determined through a fair and transparent assessment process.

The assessment process should be chosen to suit the circumstances of the arrangement and the business environment in which it operates. However, all arrangements that are expected to exceed six months in duration should be advertised.

The employer(s) is responsible for conducting an assessment process which ensures the most meritorious outcome and which will withstand public scrutiny.

### **CDU Employees seconded to NTG:**

1. Relevant CDU staff member to arrange an appointment with Manager Remuneration and Benefits, People Management and Development, to advise of potential secondment.
2. Letter of Request to Employer from the relevant NTG Agency Delegated Officer to the CDU employee's Head of School or, if seeking expressions of interest, the Director of People Management and Development at CDU. This letter should identify:
  - the substantive employer for the duration of the secondment;
  - the purpose, length and anticipated start date of the secondment;
  - whether or not there is a change in employer;

- whether the secondment will be for all or only a percentage of the employee's time;
- which Agency within NTG will host the secondee; and
- proposed remuneration and/or remuneration reimbursement arrangements as appropriate.

A template for the letter of request is available at:

<http://www.cdu.edu.au/government/staff-sharing-framework.html>.

3. Provided that the letter of request is approved by the Head of School, a secondment agreement between CDU, NTG and the employee is to be drafted through People Management and Development at CDU and the Agency.

Please note that schedules may need to be added following negotiation on a case by case basis eg. for conflicts of interest, information sharing and intellectual property.

4. A letter to the employee that advises the current status of their entitlements and whether the employee will retain their substantive position for the duration of the secondment or a similar position at the designated level of appointment. A template Letter to the Employee is provided from <http://www.cdu.edu.au/government/staff-sharing-framework.html>.

#### **NTG Employees seconded to CDU:**

1. Relevant NTG staff member to advise Partnership Secretariat from the Department of the Chief Minister of potential secondment (contacts listed on p8).
2. The relevant Head of School should send a letter of request to the NTG employee's Director or, if seeking expressions of interest, the relevant NTG Agency's Manager of People and Learning. This letter should identify:
  - the substantive employer for the duration of the secondment;
  - the purpose, length and anticipated start date of the secondment;
  - whether or not there is a change in employer;
  - whether the secondment will be for all or only a percentage of the employee's time;
  - which School within CDU will host the secondee; and
  - proposed remuneration and/or remuneration reimbursement arrangements as appropriate

A sample Letter of Request to the Employer is available at:

<http://www.cdu.edu.au/government/staff-sharing-framework.html>.

3. Provided that this request is approved by the delegated officer (which may vary from Agency to Agency), a secondment agreement between the employee and CDU is to be developed through People Management and Development at CDU and the Agency.

Please note that schedules may need to be added and negotiated on a case by case basis eg. for conflicts of interest, information sharing and intellectual property.

4. The Agency supervisor will need to draft a letter to the employee that advises the current status of their entitlements and whether the employee will retain their substantive position for the duration of the secondment, or a similar position at the designated level of appointment. A template Letter to the Employee is provided from <http://www.cdu.edu.au/government/staff-sharing-framework.html>.
5. An Engagement Particulars Form to register your arrangement on the CDU Human Resources system will need to be completed. This enables secondees to obtain a staff card from the university from the Uni Info Shop. This also acts as a library card enabling borrowing privileges from the CDU Library.

## **INFORMATION AND COMMUNICATIONS TECHNOLOGY REQUIREMENTS**

Each staff sharing arrangement will have a range of particular information and technology requirements. It is important for staff to determine their requirements in advance of commencing their appointment and discuss with:

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| <b>CDU</b><br>Roy Pidgeon<br>Director of Information Technology<br>Ph: 8946 7161<br>Email: <a href="mailto:roy.pidgeon@cdu.edu.au">roy.pidgeon@cdu.edu.au</a> | <b>NTG</b><br>Wayne Roddom<br>Manager Security & Standards Unit<br>Ph: 8999 7126<br>Email: <a href="mailto:wayne.roddom@nt.gov.au">wayne.roddom@nt.gov.au</a> |
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## **RESIGNATION**

Upon resignation from the substantive employer, and therefore from the secondment arrangement, the substantive employer is responsible for final entitlements and severance pay (where applicable).

## **EXTENDED LEAVE PERIODS**

Should the employee need to access an extended period of leave during the course of the secondment, the Substantive employer will assume full responsibility for the payment of entitlements to the employee. The Parties will consider the secondment to be suspended until such time as the employee can resume duties.

## CHECKLIST FOR STAFF SHARING ARRANGEMENTS

1. Does the individual participating in the arrangement have a separate employment contract with the substantive employer? .....
2. Has the employee's position with their substantive employer upon completion/termination of the arrangement been clearly articulated? .....
3. Have the objectives of the arrangements been clearly articulated? .....
4. If this is a research appointment, has consideration been given to CDU being the employer? .....
5. Have the benefits of the arrangement been articulated for the:
  - (a) employee; .....
  - (b) substantive employer; .....
  - (c) host employer? .....
6. Have the duties and responsibilities of each party been clearly articulated to the:
  - (a) employee; .....
  - (b) substantive employer; .....
  - (c) host employer? .....
7. Are mechanisms in place to periodically evaluate the success of the arrangement? .....
8. Are mechanisms in place to evaluate the outcomes of the arrangement? .....
9. Does the agreement for the staff sharing arrangement clearly identify:
  - (a) the substantive employer .....
  - (b) the supervisor .....
  - (c) payment provisions (if required) .....
  - (d) salary maintenance provision (if required) .....
  - (e) entitlements (including car, phone etc as applicable) .....
  - (f) ownership of material and intellectual property .....
  - (g) OH&S and workers' compensation .....
  - (h) performance review mechanisms .....
  - (i) employment conditions upon completion of arrangement .....
  - (j) consequences of termination of arrangement .....
  - (k) potential conflicts of interest and how they are managed .....
10. Is the division of the employee's duties and physical location between the two organisations satisfactory to both employers? .....
11. Is the division of the employee's salary and entitlements between the two organisations satisfactory to both employers? .....

## CONTACTS

### CHARLES DARWIN UNIVERSITY

#### Partnership Secretariat

Janet Russell  
Office of the Vice Chancellor  
Ph: 8946 6044  
Email: [janet.russell@cdu.edu.au](mailto:janet.russell@cdu.edu.au)

#### Heads of Schools

<http://www.cdu.edu.au/visiting/contacts/seniorstaff.html>

#### People Management and Development

<http://www.cdu.edu.au/visiting/contacts/seniorstaff.html>

### NORTHERN TERRITORY GOVERNMENT

#### Partnership Secretariat

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