

# SECONDMENT POLICY

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## **1. DEFINITIONS**

**In this policy, unless the context indicates otherwise:**

- “Casual/part time employees”** - means employees who work less than 25 hours per week.
- “Council”** - means the plenary Committee of the Matatiele Municipality, and/or a standing committee thereof dealing with human resources related matters, and/or any other person with delegated authority.
- “Municipality”** - means the Matatiele local Municipality.
- “Secondment”** - is where an employee temporarily transfers to another job for a defined period of time for a specific purpose, to the mutual benefit of all parties. It can be full time, part-time or job share.
- “Relative”** - means a parent, adopted parent, grandparent, great grandparent, child, grandchild, great grandchild, brother, sister, aunt, uncle, niece, nephew, cousin, spouse, and/or life partner

## **2. INTRODUCTION**

The purpose of the document is to assist all those involved in the secondment process. It is intended to cover both internal and external secondment arrangements. It provides guidelines to ensure a consistent approach is taken and that all those concerned, have an understanding of the process, prior to entering into a secondment agreement.

## **3. PURPOSE OF A SECONDMENT**

- 3.1.** A secondment is the planned and voluntary transfer of an individual, with the agreement of their manager, from one post to another normally for a time-limited period. The secondment may occur for a number of reasons. Usually this would be to cover where a temporary opportunity arises, but it could also include where an individual is returning from sick leave and is initially unable to return to their usual role.
- 3.2.** Secondees will usually benefit by developing new skills, knowledge and experience. At the end of the secondment, the employee may either return to their original post, or if this is not possible due to organisational/departmental changes, to a post commensurate with their substantive grade and salary. These arrangements and possible risks should be clarified prior to the commencement of the secondment (see below).
- 3.3.** A secondment is not an ‘acting up’ arrangement, although it may be to a higher graded post.
- 3.4.** Secondment will apply to all deserving employees including contract employees subject to the limitation of the term of secondment to the employment contract period of a particular contract employee.

## **4. BENEFITS OF SECONDMENT**

- 4.1.** A well-managed secondment can offer potential benefits for all parties involved, namely the individual employee, the employee’s manager and the receiving manager and their organisation.

**4.1.1. Benefits for the Employee**

**4.1.1.1. Increased motivation, through experiencing a new and challenging work environment.**

**4.1.1.2. Personal and career development through the development of professional, managerial, technical and interpersonal skills.**

**The opportunity to achieve clear and specific objectives in a time-limited period.**

**4.1.1.3. The opportunity to explore a new career option.**

**4.2. Benefits for the Seconding Manager**

**4.3. Increased motivation of employee on their return.**

**4.4. Assisting an individual to develop their skills, knowledge and competence.**

**4.5. Develop closer links with other departments within the Trust, or another organisation.**

**4.6. Establish the potential for future secondments into their department.**

**4.6.1. Benefits for the Receiving Manager**

**3.6.1.1. The benefit of an employee for a time-limited period that may not otherwise be available.**

**3.6.1.2. The ability to utilise an individual's particular skills for a project or specific piece of work.**

**3.6.1.3. Introduction of new ideas and approaches to the department or team.**

**3.6.1.4. Develop closer links with other departments within the Trust or another organisation.**

**4. IDENTIFYING SECONDMENT OPPORTUNITIES**

**Secondments can be identified in several ways e.g.:**

**4.1. Through the appraisal process, which identifies career and personal development needs.**

**4.2. Through secondment opportunities which are advertised on the Trust's intranet, or made known to an appropriate group of staff.**

**4.3. Care needs to be taken, to ensure equality of opportunity for all potential applicants. This applies particularly, where it is a promotional secondment, or the secondment is likely to be of a long duration.**

**4.4. An employee may take an initiative of requesting for secondment based on capabilities, knowledge and skills**

**4.5. Secondment procedures and compliance with the policy requirements will be adhered to.**

**5. APPROVAL**

**5.1. Prior to any application for a secondment the individual must gain approval from their manager. The manager will explain to the individual the reason(s) for not approving a request, if it is turned down. If an individual is aggrieved by this, then they may use the grievance procedure.**

- 5.2. Employees who wish to apply for a secondment, should clearly state the reasons for applying, including the potential benefits to themselves and both departments.
- 5.3. The manager will need to consider and balance the needs of the individual and the department as a whole and ensure the equitable treatment of all potential secondees, if there are several in the same department who wish to apply for the secondment.
- 5.4. Whilst every effort should be made to allow staff to pursue a secondment where clear potential benefits have been identified, the decision must be made in the light of the need to maintain service needs, organisational stability and effectiveness.

## **6. SELECTION FOR A SECONDMENT**

- 6.1. Usually for internal secondments, the manager should contact the Corporate Service Department.
- 6.2. Where they would like the secondment to be advertised, it must sent to the newspapers, website and notice boards can be used. Managers should contact the HR Recruitment office who will be able to outline the process to follow.
- 6.3. Whichever method of filling the secondment is used, a fair and equitable process for selecting the individual must be followed.
- 6.4. Expressions of interest will be sent to the receiving manager who will ensure the individuals are sent a job description and a person specification.
- 6.5. An interview process will then be followed to select the most appropriate individual (or where there is just one individual to ensure the secondment is appropriate). This should ensure the process is fair and the most appropriate individual is selected for the secondment.

## **7. PREPARATION FOR THE SECONDMENT**

To achieve a successful secondment there needs to be preparation by all parties. The following should therefore be considered:

- 7.1. A clear understanding of the purpose of the secondment. A job description should therefore be produced which outlines the roles and responsibilities, together with a person specification that details the requirements of the post.
- 7.2. The employee's terms and conditions during the secondment, e.g. pay, hours, grade, job location, and annual leave.
- 7.3. Clear objectives and required outcomes should be set which link to the IDP and/or the receiving unit's goals and objectives and individual's development needs.
- 7.4. The Payroll office will need to be notified of the changes to the contractual arrangements via a HR Office.
- 7.5. All parties agree the duration of the secondment. Regular review meetings should be scheduled with the employee and receiving manager beforehand, to ensure the secondment is running smoothly.
- 7.6. Identification of all costs and responsibilities for the secondment, including pay, pension, expenses, lease car, additional employer costs etc. The receiving and seconding manager must ensure that any recharge arrangements are agreed with the Revenue and Expenditure Manager and recharge arrangements are put in place.
- 7.7. Occupational Health and Disclosure and Barring Service checks to be undertaken if appropriate.

- 16** Identify the terms under which the secondee will return to their substantive post, including issues regarding grade, job content, etc.
- 7.8. There should be a discussion about the effect a secondment may have on the individual, when they return to their substantive post. Where the secondment has enabled the individual to work at a higher level with greater responsibilities and pay, a return to less challenging work may prove to be unsettling for the individual.
  - 7.9. The performance review and development planning arrangements during the secondment.
  - 7.10. Secondments will be for an agreed period of time.
  - 7.11. The notice period to end the secondment agreement, should it prove to be an unsatisfactory arrangement to any party.

## **8. ROLES AND RESPONSIBILITIES DURING THE SECONDMENT**

The seconding manager should:

- 8.1. Maintain regular contact with the employee and receiving manager.
- 8.2. Keep the employee informed about any developments, changes and general information about the department, e.g. by giving them access to the minutes of meetings, changes to the service affecting the department etc.

The receiving manager should:

- 8.3. Review and manage the employee's performance.
- 8.4. Maintain regular contact with the seconding manager, particularly to avoid minor issues leading to problems.
- 8.5. Address any attendance, absence, conduct issues, and liaise with the seconding manager and a Human Resources Manager as appropriate.
- 8.6. Arrange an induction programme including health and safety issues, policies/procedures, reporting arrangements, objectives etc.
- 8.6.1. Have a copy of, and apply, this document.

The employee should:

- 8.7. Discuss any problems that arise with the receiving manager and as necessary, the seconding manager.
- 8.8. Observe the appropriate policies/procedures within the department.
- 8.9. Maintain regular contact with their seconding manager.
- 8.10. Ensure they keep up to date with developments in this Trust (via the internet if they have been seconded outside the Trust).
- 8.11. If a secondment is extended the employee must discuss with their manager what possible consequences may arise in relation to their original post.

## **9. TERMS AND CONDITIONS DURING THE SECONDMENT**

- 9.1. The secondee's pay will depend on the TASK grade of the secondment post.
- 9.2. If the secondment is to another organisation, the employee will continue to be paid by the Municipality and the costs recharged, in order to protect the employee's pension and service rights.
- 9.3. Annual leave accrued during the secondment should be agreed with the seconding manager and taken during the secondment.

9.4. The policies and procedures applicable during the secondment need to be confirmed prior to commencement by the receiving manager.

9.5. Any other change to terms and conditions, e.g. lease car, should be agreed prior to the commencement of the secondment.

#### 10. SUBSTANTIVE POST

10.1. This may be filled on a temporary basis and subject to the agreed notice period. Exceptionally, the post may be filled on a permanent basis (see below).

10.2. When the secondment finishes the employee will usually return to their substantive post, or to a post commensurate with their substantive grade and salary, unless an alternative arrangement has been agreed prior to the secondment. If the post needs to be filled on a permanent basis, a seconded employee should be given first preference based on performance and this should be made clear to the employee together with the process for managing the employee's return to the Municipality.

10.3. If restructuring, organisational or any other department change occurs during the secondment, the employee should be kept fully informed as if they were present in the workplace.

#### 11. RETURN FOLLOWING SECONDMENT

11.1. As the employee will need re-orientating back into the workplace, all parties will need to plan the return of the secondee well in advance.

On return to the substantive post, the seconding manager should:

11.2. Ensure the Corporate Service Department are notified of the employee's return, by completing a Staff Changes Form.

11.2.1. Discuss the secondment and how the employee can transfer the learning, e.g. new skills/knowledge etc. into the workplace.

11.2.2. Update the employee on any new developments within the department/team.

11.2.3. Ensure that all the secondee's work is handed over properly.

11.2.4. Carry out a review of the employee's return after three months.

11.3. Discuss supervision and appraisal arrangements.

11.4. Ensure any recharge arrangements are terminated.

#### 12. EQUALITY IMPACT ASSESSMENT

12.1. An Equality Impact Assessment has been included at Appendix 2

#### 13. VERSION CONTROL

13.1 A version control sheet is included at Appendix 3

#### 14. COMMENCEMENT

14.1 This policy will come into effect on the date of adoption by the Council.

#### 15. INTERPRETATION OF THIS POLICY

15.1 All words contained in this policy shall have an ordinary meaning attached thereto, unless the definition or context indicates otherwise.

15.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.

- 15.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
- 15.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council or Arbitration
16. **PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY**
- 16.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis after consultation between the Management and Trade Unions.
- 16.2 Notwithstanding clause No. 16.1 the Municipal Manager may under circumstances of emergency temporarily waive or suspend this policy subject to reporting of such waiver or suspension to Council and Trade Unions.
17. **AMENDMENT AND/OR ABOLITION OF THIS POLICY**
- 17.1 This policy may be amended or repealed by the Council after consultation between Management and Trade Unions.
18. **COMPLIANCE AND ENFORCEMENT**
- 18.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.
- 18.2 It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy

## APPENDIX 1



PO Box 5000  
Matatiele  
PO Box 35  
Matatiele 5700  
Tel: 053 757 3115  
Fax: 053 757 3611

**PERSON DEALING WITH THE MATTER:**

**FILE NO: 4/1**

**DATE:**.....

**Name**  
**Address**  
**Postcode**

**Dear**

**RE: Secondment to**

**I am writing to confirm that approval has been given for you to be seconded to the post of ..... based at .....**

commencing..... until..... .. The secondment is agreed on the following basis.

During the period of the secondment you will be responsible to XXXX (manager), who will be responsible for setting your new objectives and undertaking your appraisal as it applies during your secondment XXXX will cover these as part of your induction into your new role.

For the duration of your secondment you will continue to hold your current contract of employment and your terms and conditions of employment will remain unchanged. Your salary and grade will therefore continue to be reviewed in accordance with the Trust's policies and the NHS Terms and Conditions of Service Handbook.

Your secondment is for X number of days a week.

The purpose of the secondment is to .....

Following your secondment you will return to an appropriate post commensurate with your substantive grade and salary. It is therefore, important for you to maintain regular contact with me, so that we may keep each other appraised of any developments as they arise.

It is particularly important that we meet on XXXX, a month before your intended return, to ensure we discuss your return in good time.

If, for whatever reason the secondment does not work out, the receiving manager and I will meet with you to discuss this, Should it be decided to end the secondment, then you will be given at least one week's notice of your secondment ending.

You should ensure that you take the appropriate proportion of annual leave accrued during the secondment.

I am including a partly completed staff changes form to inform payroll of the secondment. Please complete this and return it to me as soon as possible.

You should ensure you obtain from your receiving manager the new job description and person specification which apply during the secondment.

If you have any queries regarding your secondment, or if the above be unclear, do not hesitate to contact me.

Finally, may I take this opportunity of wishing you every success in your new role.

Yours sincerely

(Seconding) Manager

Title

Encl      - Staff Changes Form  
             - Job Description if not sent previously  
             - Person Specification if not sent previously

Copy of this letter to the receiving manager





102 Albert Street,  
Matatiele  
402, Box 33,  
Matatiele, 4230  
Tel: 018 237 3335  
Fax: 018 237 3635

PERSON DEALING WITH THE MATTER:

## APPENDIX 2

### EXAMPLE OF A SECONDMENT AGREEMENT WHERE THE SECONDMENT IS WITH ANOTHER ORGANISATION

**DATED**

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#### SECONDMENT AGREEMENT

**between**

.....

**and**

**MATATIELE LOCAL MUNICIPALITY**

**and**

L.

## SECONDEE XXXXXX

**THIS AGREEMENT is dated .....**

### **PARTIES**

**Matatiele Local Municipality (the Employer).**

**MUNICIPALITY XXXXX (the Host).**

**SECONDEE XXXXXX (the Secondee).**

### **BACKGROUND**

**Matatiele Local Municipality employs XXXXXX as XXXXXX**

**Matatiele Local Municipality intends to second SECONDEE XXXXX to MUNICIPALITY XXXXX in order to [DESCRIBE SERVICES TO BE PROVIDED DURING SECONDMENT PERIOD] (the Services).**

### **AGREED TERMS**

#### **INTERPRETATION**

**The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).**

**Employment Contract: the terms of employment between the Employer and the Secondee at the date of this agreement, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.**

**Management Issues: all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure).**

**Secondment: the secondment of the Secondee by the Employer to the Host on the terms of this agreement.**

**Secondment Period: the period of this agreement as defined in clause**

## **SECONDMENT**

**The Employer shall second the Secondee to the Host on an exclusive and full-time basis for the Secondment Period to provide the Services in accordance with the terms of this agreement.**

**The Secondment Period shall commence on XX XX XX and shall continue until XX XX XX.**

## **SECONDEE'S EMPLOYMENT**

**The Employment Contract shall remain in force during the Secondment Period.**

**For the avoidance of doubt the Secondment will not alter any entitlement the Secondee might have to a redundancy payment, nor will the secondment effect the Secondee's continuous service with the Employer.**

**The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.**

## **SALARY**

**The Employer shall continue to pay the Secondee's salary, provide any benefits due to the Secondee, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.**

## **MANAGEMENT DURING THE SECONDMENT**

**The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.**

**The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.**

**The Secondee will maintain regular contact with her manager at the Employer.**

## **LEAVE**

**The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.**

**The Secondee will ensure that she takes her pro rata entitlement to annual leave during the Secondment Period.**

## **LIABILITY**

**During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.**

## **THIRD PARTY RIGHTS**

**The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.**

## **GOVERNING LAW AND JURISDICTION**

**This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.**

**This agreement has been entered into on the date stated at the beginning of it.**

**Signed by XXXX XXXX  
for and on behalf of Matatiele Local  
Municipality**

.....  
**Municipal Manager**

**Signed by [NAME OF MANAGER]  
for and on behalf of  
MUNICIPALITY XXXXX**

.....  
**Municipal Manager**

**Signed by SECONDEE XXXXX**

.....

## APPENDIX 3

### Equality Impact Assessment

Date of Assessment:

1	Name of the document that you are Equality Impact Assessing	Secondment Guidelines	
2	Describe the overall aim of your document and context?  Who will benefit from this policy/procedure/strategy?	To provide guidance on organising a secondment  Those staff who apply for a secondment opportunity when one arises	
3	Who is the overall lead for this assessment?	Human Resources Manager	
4	Who else was involved in conducting this assessment?	Members of the Recruitment Policy Group consisting of Union, Managers & Human Resources Managers	
5	Have you involved and consulted service users, carers, and staff in developing this policy / procedure / strategy?  What did you find out and how have you used this information?	Union representative were involved in this process representing Employee's views.  N/A	
6	What equality data have you used to inform this equality impact assessment?	Specific data linking secondments to protected characteristics is not available	
7	What does this data say?	N/A	
8	Taking into account the information gathered above, could this policy /procedure/strategy affect any of the following equality group unfavourably:	Evidence based Answers & Actions. Where Negative impact has been identified please explain what action you will take to remove or mitigate this impact. Yes/No	
8.1	Race	No	N/A
8.2	Disability	No	N/A
8.3	Gender	No	N/A
8.4	Age	No	N/A
8.5	Sexual Orientation	No	N/A
8.6	Religion or Belief	No	N/A
8.7	Transgender	No	N/A
8.8	Maternity & Pregnancy	No	N/A
8.9	Marriage & Civil partnerships	No	N/A
8.10	Carers*Our Trust requirement*	No	N/A

L.

1	Name of the document that you are Equality Impact Assessing	Secondment Guidelines
9	What monitoring arrangements are you implementing or already have in place to ensure that this policy/procedure/strategy:	N/A
9a	Promotes equality of opportunity for people who share the above protected characteristics;	Where a secondment opportunity arises, managers will need to ensure the follow the Guidelines to ensure all eligible staff are aware of the secondment and staff with a protected characteristic are not excluded
9b	Eliminates discrimination, harassment and bullying for people who share the above protected characteristics;	N/A
9c	Promotes good relations between different equality groups;	N/A
9d	Municipality Equality Duty – “Due Regard”	
10	Have you developed an Action Plan arising from this assessment?	No
11	Assessment/Action Plan approved by	Signed:..... Date:..... Title:.....
12	Once approved, you <u>must forward</u> a copy of this Assessment/Action Plan to the Equality and Inclusion Team:  Please note that the EIA is a public document and will be published on the web.+ Failing to complete an EIA could expose the Trust to future legal challenge.	

## APPENDIX 4

### Version Control Sheet


*This sheet should provide a history of previous versions of the policy and changes made*


Version	Date	Author	Status	Comment / changes
1.	Aug 2016	HR Manager	Previous	
2.	Sept 2018	HR Manager	Previous	
3.	May 2019	HR Manager	Current	

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<p>CPS/P210 CR 884/28/05/2025</p>
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**MR. L. MATIWANE**  
**MUNICIPAL**  
**MANAGER**

  
**CLLR M. STUURMAN**  
**ACTING HON.**  
**MAYOR**

  
**CLLR N. NGWANYA**  
**HON. SPEAKER**