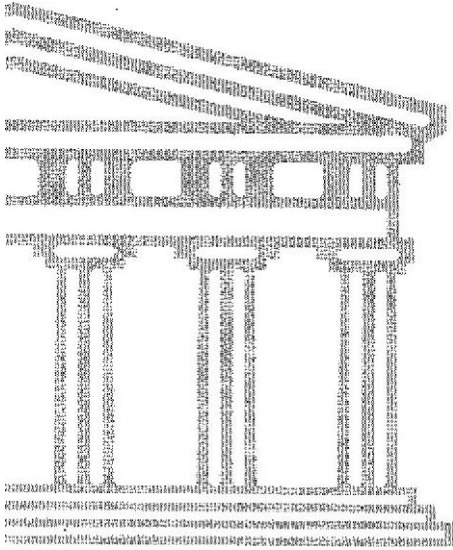


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UNIVERSITY OF WESTERN CAPE (UWC)

STAFF SECONDMENT, ACTING AND TRANSFER POLICY

DATE OF LAST APPROVAL: 2007/4



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HR POLICY DOCUMENT

STAFF SECONDMENT, ACTING AND TRANSFER POLICY

Policy Owner:

HR CONSULTANT

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HUMAN RESOURCES DEPARTMENT

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Policy Number:

[Policy number here]

Implementation Date:

Issuing Office:

[Issuing office here]

Review date of Policy:

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1. EXECUTIVE SUMMARY

The Staff Secondment, Acting and Transfer Policy is aimed at guiding managers, supervisors and employees on the procedures to be followed in the event of the secondment, acting and transfer of university employees.

2. CORE PURPOSE OF POLICY:

The core purpose of the Staff Secondment, Acting and Transfer Policy is to create a flexible environment to facilitate staff secondment. Creating such an environment has the potential to impact on goals and objectives for equitable representation of all groups in job categories. The Policy outlines the principles that should apply and the procedures to be followed.

3. GOVERNANCE AND RULES

The Policy is guided by the following rules:

3.1 Internal and External Secondment:

- The faculty budget for a secondment must be taken into consideration.
- The contractual terms of the secondment should be agreed upon, in writing, beforehand between the employee's immediate supervisor or head and the host department. Such contractual terms should clearly indicate the seconded employee's responsibilities, the host department responsibilities, and all the necessary terms and conditions.
- In the case of external secondment the university's standard contract of employment should apply and must be used. Such contractual terms should clearly indicate the seconded employee's responsibilities, the host organisation's responsibilities, and all the necessary terms and conditions.
- No costs shall normally be incurred by the university in all cases of external secondment.
- In the case of internal secondments on the same level, employees do not qualify for an allowance. However, where an employee is seconded into a higher position, s/he will be entitled to receive an allowance according to a fixed formula.
- Secondments may be for periods of one (1) month or more, but are normally limited to one (1) year's duration. Consideration of an extension of the approved period will only be done in exceptional instances.

- The secondment contract should indicate the effect of any university re-organisation or restructuring on a seconded employee's conditions of service, if conducted whilst s/he is serving in the seconded organisation or department.
- The relevant appointments committees as determined by the university may consider secondment beyond the one (1) year limit. In such a case a new application needs to be made.

3.2 Acting rules:

- Approval to appoint a person in an acting position will only be considered when there is a specific role identified for completion within a fixed period.
- Any employee who acts in a higher position, or higher grade, for longer than one (1) month qualifies for a non-pensionable allowance for the acting period. The Acting allowance is a non-pensionable allowance; does not form part of the basic salary; is calculated according to a fixed formula.
- The acting period must be for longer than one (1) month but is restricted to one (1) year.
- Acting periods of longer than one (1) year, however, may be considered and approved by the relevant committee.

3.3 Transfer rules:

A transfer will be considered where a post already exists to which the employee can be transferred or where a need exists within a department for such a post. The post must be approved via the normal governance structure/so All benefits, risks and liability will be transferred to new cost centre if the staff member is transferred.

4. RELEVANT STATUTES AND COMPLIANCE:

These are internal University processes and may not be guided by any specific labour legislation. However, the application of these policy options has to comply with the Labour Relations Act (LRA), Act 66 of 1995, the Employment Equity Act (EEA), Act 55 of 1998, the Basic Conditions of Employment Act (BCEA), Act 75 of 1997 and the Skills Development Act (SDA), Act 97 of 1998. Furthermore, all allowances received will also be fully taxed in terms of the Income Tax Act provisions.

5. DEFINITION OF TERMS

- Acting allowance: paid to a staff member who is fully assigned the responsibility of a post higher than the one *s/he* is currently occupying.
- Secondment: refers to the temporary assignment of a university employee into another position. There are two (2) kinds:
External secondment: the secondment of an employee to an external organisation to conduct a specific task for a period of time.
Internal secondment: the secondment of an employee into another department/section/faculty/office of the university to conduct a specific task for a period of time.
- Host organisation: the secondment employer of the university employee.
- Transfer: a permanent transfer of an employee within or from his/her department to a position within his/her department or to another department in the university at the same job grade.

6. POLICY PROCEDURES:

6.1 Internal and external secondment:

- A secondment can be requested by an external employer, an employee, department or faculty. The HOD applies to the relevant senior management committee.
- The application, together with supporting documentation must be submitted via the Faculty Appointments Committee (F AC) in the case of academic employees, and to the relevant committee in the case of administration and support staff. The documentation includes a statement of:
recommendation from the relevant faculty/department or outside organisation (staff development, benefits to the University)
the impact of the proposed secondment on the on-going work of the department
plans are to cope with its work during the secondment
the profile(s) of proposed substitute(s) or replacements.
- The relevant committee reviews and approves the secondment.
- Minutes of the meeting are sent to the Human Resources (HR) consultant who will then update the People Plan and will draw up the secondment letter.

- The HR consultant will forward the secondment letter to the employee to sign and return.
- The secondment contract will be negotiated and drawn up between the employees HOD and host department.
- In the case of external secondment the university's standard contract of employment will apply and must be used.
- The contract should clearly indicate the responsibility for paying the employee's salary. If it is the University, it will claim this amount from the host organisation on a monthly or mutually agreed to basis. The HR Consultant should then inform the finance department of such claim. In the case of an external host organisation paying the employee's salary, the seconded employee's leave and benefits will remain the same until she returns to the University. The employee, however, still qualifies for long service awards.
- The seconded employee is solely responsible for the correct tax payments while seconded to the external employer.
- Individual contracts of employment between the employee and the host employer (the University) must contain:
 - Written terms and conditions of employment approved by the HR department in terms of clear legal requirements.
 - A clause indicating that in case of restructuring within the University, the seconded employee will be treated in the same manner as all other employees within his/her unit.
- HR will then process the application.

8. Revision Cycle and Maintenance

Secondment:

- Date of last review
This policy was last reviewed in June 1994.
- Title and details of the reviewer
- Changes made
SAK 199416
HR department reviewed policy and included Admin/Support staff in 2003.
- Proof of approval
Proof can be found in the UWC Academic standing orders, September 2002.
- Copy of previous versions of the Policy for record and audit purposes and where it is stored. A hard copy of this must be available at a single point in HR.
Refer to the enclosed document

Acting:

- Date of last review
This policy was formulated In 1984. Remuneration of acting allowances last reviewed in 2001
- Title and details of the reviewer
Reviewed by UWC Senate and Council.
- Proof of approval
Proof can be found in the UWC Conditions of Service manual section E3.
- Copy of previous versions of the Policy for record and audit purposes and where it is stored.

A hard copy of this Policy must be available at a single point in HR.

Transfer:

The policies are now formulated into one (1) policy and will be reviewed every three (3) years.

9. Feedback Loops

The People Plans of the different departments will reflect all staff movements.

10. Future Training in respect of the Policy

Explanations and descriptions of these policy provisions should be part of new staff induction processes. The HR consultant will be responsible for all training needs.

11. Technological Requirements

The Information Technology System (ITS) is used.

12. Contacts

12.1 Secondment:

Outside organisations and HODs / Deans.

12.2 Acting:

Internal arrangement.

12.3 Transfer:

Internal arrangement.

13. Bibliography

13.1 Secondment:

UWC Academic Standing Orders, September 2002.

SAK 1994/6

Basic Conditions of Employment Act (BCEA), Act 75 of 1997.

Labour Relations Act (LRA), Act 66 of 1995.

13.2 Acting:

UWC Conditions of Service Manual of 1984, Section E3. Basic Conditions of Employment Act (BCEA), Act 75 of 1997. Labour Relations Act (LRA), Act 66 of 1995.

13.3 Transfer:

UWC Conditions of Service Manual of 2002.

Basic Conditions of Employment Act (SCEA), Act 75 of 1997.

Labour Relations Act (LRA), Act 66 of 1995.

14. Annexures/Appendices

Secondment Agreement

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SECONDMENTAGREEMENT

entered into between

THE UNIVERSITY OF THE WESTERN CAPE
(hereinafter referred to as the "University")

and

.....
(hereinafter referred to as the "Secondary Employer")

in respect to secondment of

.....
(a person in the employ of the University and
hereinafter referred to as the "Seconded Employee")

RECITAL (if any)

To be attached hereto as an Appendix.

THE PARTIES HERETO AGREE TO THE TERMS AND CONDITIONS AS SET OUT
HEREUNDER:

1. DEFINITIONS:

Unless otherwise determined by the context, the following words will bear the meaning set forth against them:

- | | | |
|-----|-------------------------|--|
| 1.1 | " Agreement"
defined | This Agreement entered into by the Parties as
herein, as well as any Annexures and Appendices
attached thereto. |
| 1.2 | "Parties" | The University and the Secondary Employer |
| 1.3 | "Effective Date" | ,
whereupon this Agreement shall come into effect,
notwithstanding the date of the signature of the
Agreement by the parties thereto. |

1.4 "Period of Secondment" The period commencing on
 .. ~
 date]
 and terminating on

 [date]

1.5 "University" The University of the Western Cape
 Private Bag XI7
 Modderdam Road
 BELLVILLE 7530
 [for attention: The Registrar]

1.6 "Seconded Employee"
 being an employee of the University

1.7 "Secondary Employer" .

2. Seconded Employee:

2.1 The Seconded Employee, being an employee of and a member of the teaching and research staff of the University, has agreed to be seconded to the Secondary Employer for

_____ --% of the normal working time he/she normally devotes to the University (i.e. approximately 37.5 to 40 hours per week).

2.2 The Seconded Employee will at all times during the duration of this Agreement remain an employee of the University and will remain subject to the applicable Conditions of Service and the Institutional Rules of the University for the Period of Secondment.

2.3 The secondment shall not be regarded as an interruption of service of the Seconded Employee and shall not adversely affect his/her study leave benefits, medical aid benefits, group life benefits, retirement benefits and other benefits and privileges he may be entitled to as employee of the University.

2.4 The Seconded Employee will not qualify for any of the benefits contemplated in 2.3 above from the Secondary Employer.

2.5 The Seconded Employee will retain his/her right of admission to the premises of the University and other rights and privileges normally (e.g. access to the

University's intranet and access to the Internet) accorded to employees of the University, provided that the circumstances of his/her secondment or the duties that he/she performs as part of this Agreement warrants same.

3. FINANCIAL ARRANGEMENTS:

- 3.1 The University undertakes, for the purpose of the duration of the Period of Secondment, to continue paying the monthly salary of the Seconded Employee and accord him/her the normal benefits and privileges he/she would have enjoyed but for his/her secondment.
- 3.2 The Secondary Employer will pay into the University's banking account, on the last day of each month of the duration of the secondment contemplated in this Agreement, an amount equal to the percentage contemplated in 2.1 above of the University's 'cost-to-company' expenditure with respect to the Seconded Employee's remuneration for the ensuing month.
- 3.3 Unless otherwise agreed in writing between the University and the Secondary Employer, the University will before or on the 10th day of each month inform the Secondary Employer of the amount that will become due in terms of the provisions of 3.2 above.
- 3.4 The Secondary Employer may, at its sole discretion, pay the Seconded Employee any non-pensionable allowance it deems fit.

CONTRACT PERIOD, TERMINATION & DEFAULT:

4. This Agreement shall endure for the Period of Secondment as contemplated in 1.4 above or as may be altered by written mutual agreement between the University, the Secondary Employer and the Seconded Employee.
- 4.1 This Agreement may be terminated by the Secondary Employer, in its sole discretion, in the event of lack of satisfactory progress of performance by the Seconded Employee, provided that one calendar month's written notice is given to the University of such intention to terminate.
- 4.2 This Agreement may be terminated by the University if its operational requirements so dictate or if the secondment unduly interferes with the performance of the duties of the Seconded Employee as an employee of the University or leads to any conflict of interest between the University and the Secondary Employer or between the University and any of its employees, provided that one calendar month's written notice is given to the Secondary Employer of such intention to terminate.
- 4.3 In the event of a material breach by anyone of the Parties of any of the terms of this Agreement, the affected party is entitled to terminate this Agreement upon giving written notice to the defaulting party of such intention to terminate.
- 4.4 In the event of the termination of this Agreement by effluxion of time as contemplated in 1.4 above or in the event of termination in terms of the provisions 4.2 or 4.3 above, the Seconded Employee will immediately on the day following upon the date of such termination resume duties with the University and the
- 4.5

Secondary Employer will have no more obligations in terms of this Agreement to the University and the Seconded Employee.

5. PRINCIPAL OBLIGATIONS OF THE SECONDED EMPLOYEE:

- 5.1 The Seconded Employee will perform such duties and tasks 'as are associated with and relevant to his/her secondment to the Secondary Employee.
- 5.2 The Seconded Employee will perform such duties and tasks as may be agreed upon between him/her and the Secondary Employer from time to time.
- 5.3 The Seconded Employee will be subject to such rules relating to confidentiality, general conduct and ethics as the Secondary Employer may from time to time decide upon, provided that such rules may not be in conflict with the laws of South Africa.

6. INTELLECTUAL PROPERTY:

- 6.1 Any intellectual property rights (be it copyrights or patent rights) in any work or idea which the Seconded Employee may conceive, make, discover, invent or acquire solely or jointly with others whilst engaging in work falling within the purview and ambit of this Agreement, shall vest in and be the sole and exclusive property of the Secondary Employer, unless otherwise agreed upon in writing by the University and the Secondary Employer or between the Seconded Employee and the Secondary Employer.
- 6.2 The University and the Secondary Employer or the Seconded Employee and the Secondary Employer may agree in writing that the arrangement with respect to intellectual property contemplated in 6.1 above be changed to another one more suitable to their respective needs and wishes.

7. GOOD FAITH:

In implementing this Agreement and in all dealings with each other the Parties hereto undertake to observe the utmost good faith and to give full effect to the intent and purpose of this Agreement.

8. GENERAL:

- 8.1 No waiver, concession and relaxation of any nature of any of the terms of this Agreement by either of the Parties thereto shall be valid and enforceable against the waiving party unless such waiver is so stated in writing and signed by a duly authorized official of the waiving party.
- 8.2 The Parties to this Agreement choose as their *domicilia citandi et executandi* for the purpose of addressing correspondence and for serving notice and pleading resulting from this Agreement, the addresses set out in 1.5 and 1.6 above, as may be amended in writing from time to time.
- 8.3 The laws of South Africa shall be applicable to any dispute arising from this Agreement and the Parties thereto hereby agree that the Supreme Court of the

Cape Provincial Division or a Magistrate's Court falling within the magisterial district of Bellville shall have jurisdiction in any dispute arising from this

Agreement.

- 8.4 No representations and guarantees of any nature by either Party to this Agreement, save for the representations and guarantees expressly forming part of this Agreement, on account of which the other Party acts to its prejudice will be taken into account in the exercise and enforcement of its rights.
- 8.5 The provisions of this Agreement constitute the entire agreement between the Parties relating to the subject matter and the Agreement shall not be considered extended, cancelled or amended in any respect unless done so in writing and signed by or on behalf of the Parties.
- 8.6 No act of relaxation, indulgence or grace shall in any way operate as or be deemed to be a waiver or shall estop any of the Parties' rights under this Agreement or a novation of it and no agreement purporting to vary any of the terms or conditions thereof shall be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.
- 8.7 Should the Secondary Employer not be a legal person, the signatory for such party assumes for all purposes in his/her personal capacity liability and responsibility for all liabilities resulting from this Agreement for such party.

Signed at .. ' on thisday of 200 ..

Witness " " ..'

~ ~ ..'

signature
Professor '., '
on behalf of the **UNIVERSITY** duly authorized

Signed at on thisday of 200 ..

Witness " " ..'

..... ,

signature

.....'

name in print
on behalf of the **SECONDARY EMPLOYER**
duly authorized



UNDERTAKING BY THE SECONDED EMPLOYER

I [name] an employee of the University of the Western Cape and seconded to the Secondary Employer in terms of the above Agreement hereby undertake to remain in the employ of the University of the Western Cape for a period equal to the period I am seconded in terms of said Agreement.

Signed at on this day of 200 ..

..... Witness
signature
SECONDED EMPLOYEE

00000000000000000000000000000000

Approved by Sub-Sa on 24/05/07 (SUB-SA 2007105)