



## B. HUMAN RESOURCE POLICY

### FOR APPOINTMENT OF SECRETARY GENERAL AND OTHER STAFF

<b>Document type</b>	<b>Policy &amp; Procedures</b>
<b>Policy Name</b>	<b>Human Resource Policy</b>
<b>Scope (applies to)</b>	CISNA
<b>Applicability date</b>	26 April 2022
<b>Review date</b>	April 2024
<b>Approved date</b>	26 April 2022
<b>Approver</b>	General Council
<b>Document owner</b>	CISNA Secretariat
<b>Document Status</b>	Adopted
<b>Purpose</b>	This policy sets out CISNA's approach to secondment, the basis on which they may be taken and how they should be managed.

<b>Version</b>	<b>Changes</b>	<b>Status</b>	<b>Author</b>	<b>Date</b>
V 0.1	Recommended by Governance Council	Draft	Secretariat	20 Oct 2021
V 0.2	Endorsed by Governance Council	Final	Secretariat	10 Feb 2022
V 1.0	Final adopted by General Council	Adopted	Secretariat	26 Apr 2022

## 8. SECONDMENT POLICY

Policy Date: 26 April 2022

### Introduction

CISNA wants to ensure ongoing access to capable secretariat services to assist in making recommendations and decisions, and undertaking its functions, under the SADC FIP and the CISNA Rules. Since CISNA cannot employ any staff directly, all staff at the CISNA Secretariat will be staff on secondment from CISNA Member Authorities. CISNA is committed to developing work practices and policies which support lifelong learning and the ongoing development of employees.

This policy sets out the CISNA's approach to secondments and how they should be managed.

### Definition

A secondment is defined as a tripartite agreement where the three parties are:

- The individual seconded (seconded);
- The Member Authority in which the secondee was originally employed (seconding employer);
- The CISNA in which the secondee is placed for the secondment (host organisation);

To qualify as a secondment, the secondee's employment with the seconding employer will continue after the secondment.

The duration of a secondment shall be for a period of two years and may be renewable.

### Scope

This policy applies to all employees of CISNA Member Authorities who fulfil the eligibility requirements for the position. There are three types of secondment positions at the CISNA Secretariat which are the Secretary General, Manager and Officer. Other positions may be considered with the approval of the Governance Council.

## **Eligibility**

The secondee must –

- be a national of a SADC Member State;
- be an employee of a CISNA Member Authority; and
- must qualify for a work permit in Mauritius, or other Member State as may be required.

The secondee must meet the minimum requirements for the position as may be defined by the Governance Council.

A secondee cannot hold any other office in CISNA other than the position mentioned in the Secondment Agreement.

## **Salaries and Benefits**

During the secondment the seconding employer will continue to pay the secondee his/her normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, medical insurance and pension contributions).

The seconding employer will continue to be responsible for paying PAYE tax and insurance contributions and any other applicable deductions in respect of the secondee's remuneration.

Any pay rises during the secondment will be determined by the seconding employer in the normal way.

## **Principles**

The individual will remain an employee of the seconding employer whilst working for CISNA for a defined period of time. The secondee retains the seconding employer's terms and conditions including continuous service and pension provision. However, local arrangements within the host organisation will be confirmed in a written secondment agreement which will be agreed between the seconding employer, the secondee and the host organisation.

## **Procedures**

The CISNA will publish any vacancy on its website and send invitation to Member Authorities to invite their staff to apply for the vacancy.

The employee of a member authority wishing to apply for a secondment should send their application to the CISNA Secretariat.

The standard selection process will be followed thereafter which will involve a competency-based interview with possible additional selection tests. Appointment to the position will be made by the Governance Council. The decision of the selection panel is final.

The member authority commits to second the selected candidates to the CISNA Secretariat for the period of two years, renewable at the discretion of the CISNA Governance Council

The employee will receive a secondment agreement for the period of the secondment which will set out in writing contractual details such as duration, salary and main duties.

Should any issue arise during the period of the secondment and the host/seconding employer or the employee wishes to invoke an HR policy, in all situations the seconding employer's policies will be utilised, through the Governance Council. The host organisation will be asked for input to that process.

Performance during the secondment will be subject to review by the Governance Council or member(s) delegated for the purpose. In case of underperformance, the reviewer will prepare a performance improvement plan. If, having followed the performance improvement plan, the employee continues to perform to an unacceptable standard, the secondment will end and the secondee will return to their substantive post.

If the secondee wishes to end a secondment prematurely, they should discuss reasons for this with both the seconding employer and host organisation. Standard notice periods of three months shall apply. The secondee will report to the Governance Council/Secretary General, as applicable, for the duration of the secondment for the purposes of ongoing task allocation, sick & annual leave reporting and performance review. Sick leaves and annual leaves will be notified to the seconding employer and reconciled on a quarterly basis.

Development objectives must be agreed by the secondee's host manager [CISNA Chairperson or Secretary General, as may be applicable] and secondee, and documented, prior to the start of the secondment. The seconding manager may also be consulted and involved in this process. The CISNA Chairperson/Secretary General will undertake review meetings.

## **Returning to Substantive Post**

The secondee will have the right to return to their substantive post at the end of the secondment. If either party wish to extend the secondment beyond the originally agreed date, then this needs the approval of the Governance Council and the Seconding employer.

The seconding employer is responsible for keeping the secondee up to date with all workplace developments or changes within the seconding employer in order to ensure a smooth return to their substantive post. Such meetings may be conducted on a quarterly basis.

## **Engagement**

Given the limited resources available to the CISNA, during the term of secondment, the secondee agrees to faithfully perform the duties assigned and will not engage in any other employment (including contractual work, tutoring and/or lecturing), hold office in any other organisation or conduct any business activity, whether paid or unpaid. The secondee will devote the whole of his/her time and abilities during working hours to CISNA duties.

If the Governance Council reasonably believes such a conflict exists during the term of this Agreement, the Governance Council may terminate the secondment with the CISNA Secretariat.

## SECONDMENT AGREEMENT

This secondment agreement sets out the arrangements between \_\_\_\_\_ (Seconding Employer) and \_\_\_\_\_ (Secondee) regarding the terms and conditions of the Secondee's secondment to the CISNA (Host Organisation). The secondment agreement is subject to unconditional acceptance of all the terms and conditions of this offer.

1. Name of employee

2. Purpose of secondment

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

3. Duration of secondment

- a. The duration of the secondment will be \_\_\_\_\_.
- b. The secondment will start on \_\_\_\_\_ and will end on \_\_\_\_\_.

4. Job

- a. The job title of the Secondee while seconded will be \_\_\_\_\_.
- b. A job description is attached.

5. Base

- a. For the duration of the secondment the Secondee will be based at \_\_\_\_\_.

6. Hours

- a. The Secondee will work \_\_\_\_\_ hours per week.

7. Salary and Benefits

- a. The Seconding Employer will continue to pay the Secondee's salary and benefits and make any deductions that it is required to make from the Secondee's salary and other payments. Salaries and Benefits includes any performance bonus or pay and benefits as may be applicable.
- b. The Host Organisation will provide for the accommodation, travel and relocation cost.

## 8. Contacts

- a. While on secondment, the Secondee will report on a day to day basis to \_\_\_\_\_ (title of manager in Host Organisation).
- b. The Secondee's contact at the Seconding Employer during the period of the secondment will be \_\_\_\_\_ (name of manager). He/she will maintain regular contact with the Secondee during the secondment to discuss possible issues.

## 9. Employment terms

- a. While seconded to the Host Organisation, the Secondee will remain an employee of the Seconding Employer. The Secondee will be paid and receive all normal benefits in accordance with their terms and conditions of employment with the Seconding Employer. The Secondee will comply with the Seconding Employer's terms and conditions of employment whilst on secondment other than those listed in this document.
- b. During the secondment period, the Secondee agrees to faithfully perform the duties assigned and will not engage in any other employment (including contractual work, tutoring and/or lecturing), hold office in any other organisation or conduct any business activity, whether paid or unpaid. The Secondee will devote the whole of his/her time and abilities during working hours to CISNA duties.
- c. The Secondee will be required to organise training programmes for CISNA and attend these training and other training as may be approved by the CISNA Chairperson/Secretary General for capacity building.

## 10. Leave

- a. The employee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the terms and conditions of employment.
- b. Approval for sickness, holiday and annual leaves shall be with the approval of the CISNA Chairperson/Secretary General.
- c. The Seconding Employer will be notified and the leaves reconciled on a quarterly basis.

## 11. Responsibilities of employee

- a. While on secondment the Secondee will work under the direction of the Host Organisation and should abide by relevant local policies such as health and safety, and should follow reasonable management instruction at all times.

## 12. Liabilities

- a. The Host Organisation shall ensure the insurance coverage for the secondment period to cover legal liability for loss, injury and damage caused by or to the Secondee during the secondment period.
- b. During the secondment period the Host Organisation shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Seconding Employer's reasonable requests in connection with the Seconding Employer's duties in relation to the Secondee.
- c. The Host Organisation acknowledges that the Seconding Employer is not responsible for the way in which the employee provides the services and waives all and any claims that it may have against the Seconding Employer arising out of any act or omission of the employee during the secondment period.

## 13. Data Protection

- a. The Seconding Employer confirms that the Secondee has consented to the Host Organisation processing data relating to the Secondee for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act) relating to the Secondee.

## 14. Confidentiality

- a. During the secondment the Secondee will not (except as is necessary and proper in the course of work) use or disclose to any person any confidential information that is in any way related to the Seconding Employer's practice, business dealings or clients, or those of the Host Organisation.
- b. During the secondment the Secondee will not (except as is necessary and proper in the course of work) make any record containing confidential information relating to the Host Organisation or use such records other than for the benefit of the Host Organisation. All such records shall be the property of the Host Organisation and shall be handed over on termination of the secondment.



## 15. Intellectual Property

- a. All work created by the Seconded during your period of secondment with CISNA and for which copyright subsists shall be deemed to have been created in the course and scope of secondment with CISNA.
- b. In so far as may be necessary, the Seconded hereby cede and assign to CISNA absolutely free of any consideration, all copyright in all work eligible for copy protection of which copyright the Seconded, in the course and scope of his/her secondment with CISNA, have in the past or may in the future become the owner, whether alone or with others.
- c. On termination of secondment for whatsoever reason, the Seconded shall immediately return to the CISNA Secretariat all confidential information and CISNA's property that may include but not limited to all assets, records, documents, accounts, computer programmes, hard disk, letters, notes, memoranda, papers and all copies thereof, of every description within his/her possession or control relating to the affairs and business of CISNA whether or not they were originally supplied by CISNA, all of which shall remain the sole and exclusive property of CISNA.

## 16. Secondment ending

- a. At the end of the secondment, the employee will return to their substantive post in the Seconding Employer, with the same pay and benefits that he/she would have received had the secondment not taken place, insofar as is possible.
- b. On termination of the secondment the employee shall deliver to the Host Organisation all documents made, compiled or acquired by them during the secondment and relating to the affairs of the Host Organisation and any other property, delete any information relating to the Host Organisation, and, confirm the above in writing.
- c. The Seconding Employer may terminate the secondment subject to a notice period of three months as a result of the employee's resignation or retirement, or if either of the three parties is in breach of the terms outlined in this agreement.
- d. This agreement shall be deemed to be terminated at the Seconded's initiative and with immediate effect in any one of the following cases:
  - i. non-compliance with paragraph 9(b).
  - ii. the Seconded is declared bankrupt
  - iii. the Seconded has been convicted by any court of law for any offence in connection with dishonesty
  - iv. the Seconded is declared mentally unfit.

17. Expenses

- a. The Host Organisation shall be responsible for all reasonable travel, accommodation and relocation expenses incurred during the secondment period. The Host Organisation may refund the above expenses, on completion of the appropriate forms.

IN WITNESS WHEREOFF this and the preceding [#] pages are subscribed as follows:

**Signature (Seconding Employer)**

Name	Print
Position	Date

**Signature (Secondee)**

Name	Print
Position	Date

**Signature (Host Organisation)**

Name	Print
Position	Date