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## SECONDMENTS

### PURPOSE


1. This section outlines the terms and conditions for secondments to and from the Government. A secondment is the temporary assignment of a Government employee to a position in an outside organization, or an individual with a position in an outside organization to a position with the Government. It provides a process for the Government or an outside agency to meet their short term human resource needs when those needs cannot be effectively met through the staffing process, or to address the career development of employees to satisfy future needs within the Government.
2. Secondments are not exclusively for the purpose of career development. They must provide a residual benefit to the Government by developing an employee's knowledge, skills, abilities and experience necessary to help the Government achieve its goals.

### APPLICATION

3. These guidelines and procedures apply to all departments.

### DEFINITIONS


4. **Department** means department, board or agency.
5. **Employing Organization** is the employer of the secondee before the secondment.
6. **Compensation and Benefits** is the Compensation and Benefits Division of the Department of Finance.
7. **Interchange Canada** is the name of the formal secondment agreement used by the Government of Canada when seconding employees to and from their organization.
8. **Outside Organization** is an organization that is not part of the Public Service of Nunavut. It may be a private sector organization or another level of government such as municipal, provincial or federal.
9. **Receiving Organization** is the organization the secondee will be working for during the secondment.

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10. **Secondment** is the temporary assignment of a GOVERNMENT employee to a position in an outside organization, or an individual with a position in an outside organization to a position with the GOVERNMENT.
11. **Secondee** is an employee who is on temporary assignment under the terms and conditions of a formal secondment agreement.

### **PROVISIONS**

12. The Interchange Canada Program will be utilized to second employees to and from the Government of Canada. Information is available on this program from the Director of Staffing in the Department of Human Resources.
13. The Receiving Organization pays the full costs associated with the secondment including all salary, benefits, travel, administrative costs as well as those for moving to and from the secondment location and any other related expenses. There may be situations, however, where there will be cost-shared arrangements.
14. The secondee may be paid by the Employing Organization or by the Receiving Organization. Where the Employing Organization pays the costs, they will invoice the Receiving Organization for the salary, benefits and other costs as shown in the agreement. Costs are reimbursed to the Employing Organization, as applicable.
15. The Government Relocation Coordinator in Human Resources will assist the Receiving GN department by arranging the move of the secondee. All the costs of the move will be paid by the Receiving GN department based on the individual's relocation entitlement.
16. The start and end dates for the secondment will be set to meet the requirements of all parties involved; however, the term of an agreement should not exceed three years. If a secondment extends beyond that time, a leave of absence for the employee will be considered.
17. If possible, a secondment to the Government of Nunavut (GN) should be filled in accordance with the Priority Hiring Policy.
18. Before a department considers filling a position as a secondment assignment, it is recommended that the department consider filling the position internally as a transfer assignment.

	
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19. To be considered for a secondment, an employee must meet the following criteria:
  - have indeterminate employment status;
  - have completed the probationary period;
  - have a current acceptable performance appraisal; and
  - have formally requested and been granted approval from the Deputy of the Employing Organization.
  
20. Secondments, including extensions and/or amendments, to and from the GN, should be supported by the Minister responsible for the employing department. Deputy Heads must obtain this support before the start of the secondment.
  
21. An extension of the term of a secondment requires mutual consent of all parties to the agreement. Compensation and Benefits in the Department of Finance must receive notification 30 days in advance.
  
22. A secondment may be terminated before its term has expired. This can be done at the request of any one party on notice to the others. Notice of 30 days must be given, in writing, to Compensation and Benefits.
  
23. The Employing Organization guarantees a position to an employee returning from a secondment within its organization at a salary level equivalent to the employee's salary prior to the secondment, plus any increases or increments the employee would have received had he/she remained in the original position.
  
24. Three months prior to the expiry of a secondment, the Employing Organization will identify a position to which the secondee will return. Normally this is the position the secondee left; however, another may be assigned.
  
25. When an outside organization is requesting a secondee, the organization submits a written request for a secondment to the Employing Organization. The request must include:
  - a position description or statement of duties and responsibilities;
  - term of the secondment;
  - name of a contact person;
  - the financial arrangements.

	
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The request may include the name of a proposed secondee.

26. When a GN organization is requesting a secondee, the department/organization will document the rationale as to why the secondment process is preferred as compared to the recruitment options. If the secondment is over six months, reasonable efforts will be made to advertise the opportunity following the GN's Priority Hiring Policy.
27. The Deputy Head of the GN department involved in the secondment will prepare the following:
  - three copies of the secondment agreement;
  - three copies of a position description or statement of duties and responsibilities outlining the work requirements and reporting relationships for the secondee.
28. Copies of the secondment agreement and position description are retained by the secondee, the Receiving Organization and the Employing Organization, and one copy is forwarded to the Department of Human Resources and the Compensation and Benefits Division of the Department of Finance.
29. The Employing Organization is responsible for providing all parties with three months advance notice of the secondment completion date, including Compensation and Benefits.
30. The Receiving Organization completes a performance appraisal on the secondee upon completion of the secondment.

## **CONTACTS**

31. For clarification or more information on this topic contact:

**Director, Staffing**  
**Department of Human Resources**  
**Iqaluit, Nunavut**  
**975- 6224**

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**ATTACHMENT "A"**

**SECONDMENT AGREEMENT**

**IMPORTANT NOTICE:**

This Secondment Agreement is for seconding employees to other organizations from the **GOVERNMENT of Nunavut (GN)**. Agreements for seconding individuals from other organizations to the GN will typically be drafted by the outside organization.

This Secondment Agreement dated (start date of secondment)

BETWEEN: **(name of Secondee)**

- and -

The Government of Nunavut,  
as represented by the Deputy Minister of *(Department's name)*

- and -

*(the Name of the Receiving Organization)*

**Whereas** the GN has developed a policy and guidelines for staffing of positions to meet the department's short term human resource needs and the development needs of its employees;

**Therefore the parties agree as follows:**


1. **(Name of Secondee)** will be seconded from *(position number, title, department and/or organization, location)* to *(position number (if applicable), title, department and/or organization, location)* (job description/terms of reference attached) beginning *(month/day/year)* and ending *(month/day/year)*.
2. The Receiving Organization will pay the salary and benefits of **(name of Secondee)**, *(position number, title)*. The salary will be according to *(range, step, grid)* totalling the actual amount of *(\$00,000.00)* per annum.



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3. In addition to paying the salary and benefits as set out in paragraph #2, the receiving Organization agrees to pay all other costs incurred as a result of this secondment, including, but not limited to removal costs, duty travel expenses, Workers' Compensation fees, medical travel assistance and northern allowance (if applicable).
4. Contacts for all administrative purposes will be *(name, title)* from the GN and *(name, title)* from the Receiving Organization. The Receiving Organization will maintain **(name of Secondee)**'s leave and attendance records for the duration of the Agreement.
5. While on secondment, **(name of Secondee)** will cease to earn leave credits from the Public Service of Nunavut. Leave acquired before proceeding on secondment will be subject to the same carryover and pay out provisions that apply to employees in the Public Service of the Nunavut. Any leave entitlement earned while on secondment will be as negotiated between **(name of Secondee)** and the receiving Organization. There will be no transfer or carryover provisions for such leave.
6. This agreement may be amended by mutual consent of all parties at any time or terminated by any one party on notice to the others, upon 30 days notice.
7. An employee of the Public Service of Nunavut continues to be bound by his/her oath of office while on secondment.
8. During the secondment, the Receiving Organization agrees to conduct annual performance appraisals on the performance of the **(name of Secondee)**. Performance appraisals will be provided to the contact person for the GN.
9. The **(name of GN department)** guarantees that upon completion of the secondment, a position within the **(name of GN department)**, will be provided to **(name of Secondee)**, at a salary level equivalent to **(name of Secondee)**'s salary prior to the secondment, plus any increases or increments **(name of Secondee)** would have received had **(name of Secondee)** remained in the original position.
10. **(Name of Secondee)** will report to *(name, title, organization, location)* for the secondment period.

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11. The Government will be permitted to replace **(name of Secondee)** during the secondment period.

To confirm understanding and acceptance of this agreement, all parties are required to sign in the appropriate space below:

\_\_\_\_\_

Date

\_\_\_\_\_

Receiving Organization as represented by  
*(title of Signing Officer)*

\_\_\_\_\_

Date

\_\_\_\_\_

Employing Organization as represented by the  
Deputy Minister, Department of *(department's name)*

\_\_\_\_\_

Date

\_\_\_\_\_

**(name of Secondee)**

\_\_\_\_\_

Date

\_\_\_\_\_

Deputy Minister of Human Resources