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|  | EMPLOYEE RETENTION | Human Resource Manual |
| Transfer Assignments | | Section 308 |

TRANSFER ASSIGNMENTS

PURPOSE


1. A transfer assignment provides an opportunity for an employee to gain a broader range of work experience, and therefore have knowledge and skills to meet the changing demands of the work environment. It also provides an opportunity for departments to make use of an employee's expertise. This is done by providing temporary assignments for employees in the same department or in another department.

APPLICATION

2. These guidelines and procedures apply to all departments, boards and agencies.

DEFINITIONS

3. **Department** is any department, board or agency of the Government of Nunavut.
4. **Transfer Assignment** is a legal document for the temporary assignment of an employee. The document outlines the terms of agreement between the employing department, the receiving department (if applicable) and the Transferee.
5. **Internal Transfer** is the temporary assignment of an employee within the same department.
6. **Interdepartmental Transfer** is the temporary assignment of an employee from one department to another department.
7. **Transferee** is the employee who is on assignment under the terms and conditions of a formal transfer agreement.
8. **Employing department** is the department where the employee is employed before the transfer.
9. **Receiving Department** is the department where the transferee will be working during the term of the transfer.

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10. **Direct Appointments** are appointments without competition to positions in the public service.

PROVISIONS

11. A transfer assignment can be used to:
- (1) meet an immediate work related need;
 - (2) act as a solution to a human resource concern; or
 - (3) contribute to an employee's career development.

However, transfer assignments are not intended to provide salary increases or promotions to transferees.


12. If possible, a transfer assignment should be filled in accordance with the Government's Priority Hiring Policy.
13. The employing department guarantees a transferee, upon completion of the transfer assignment, a position in the department at a salary level at least equivalent to the transferee's salary, prior to the transfer. This includes any increases or increments that would have occurred while the transferee was on assignment. If the original position is no longer available, another will be chosen. The employing department and the transferee may negotiate more specific arrangements about the location of the position.

The employing department will identify a position to which the transferee will return one month prior to the completion of the transfer.

14. A transfer assignment template is available to assist departments in submitting these requests

Internal Transfers

15. The Deputy Head of the employing department is the approval authority for all internal transfers.
- (1) Responsibility for the coordination and processing of transfers will be with the Department of Human Resources.

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- (2) The employing department assumes the full costs associated with the transfer. These include, but are not limited to, paying the moving expenses of the transferee to the assignment location and back to the permanent place of employment, duty travel expenses, and any other costs associated with the transfer.
- (3) Transferees receive performance appraisals as per the Performance Development System guidelines.

Interdepartmental Transfers

- 16. Deputy Heads of the employing and receiving departments are the approval authorities for all interdepartmental transfers.
 - (1) The receiving department usually pays the full costs associated with the transfer. This includes all salary, benefits, travel, office, moving, incremental costs and any other expenses.
 - (2) During a transfer, the receiving department completes the performance appraisals for the transferee. Upon completion of a transfer the receiving department completes a performance appraisal for the transferee and forwards a copy to the employing department.

Length of Assignment

- 17. The term of a transfer, including extensions, will not exceed three years.
- 18. For positions filled by direct appointments, Section 519 of this manual (Direct Appointments) must be followed.
- 19. An extension of the term of a transfer requires mutual consent of all parties to the agreement.
- 20. A transfer may end before its term has expired. This can be done at the request of any one party on notice to the others. Notice must be given to Compensation and Benefits one month prior to the expiry date.
- 21. Within one month prior to expiry of a transfer, the employing department will identify a position to which the transferee will return.

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Eligibility


22. To be considered for a transfer assignment an employee must:
- (1) be an indeterminate employee;
 - (2) have successfully completed the probationary period; and
 - (3) have a current acceptable performance appraisal.

Posting

23. All developmental transfers which are under six months in length may be posted internally to provide employees who meet the eligibility criteria an equal opportunity for career development.
24. All developmental transfers which are six months and greater in length, must be posted internally and/or interdepartmentally to provide opportunities to employees who meet the eligibility criteria with an equal opportunity for career development. The only exception to this are those identified in 11 (1) and 11 (2) and those filled by a direct appointment.
25. Government staffing and priority hiring guidelines will be used when holding internal competitions to fill transfer assignments that are work related or developmental in nature.
26. Postings will contain the following information:
- department, division and location
 - position title, purpose and requirements
 - salary
 - term of assignment; and
 - contact name

Internal Transfer Assignments

27. The supervisor, in consultation with the department's Human Resources Division, will interview and select the appropriate applicant for the assignment. Once the selection has been made:

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- (1) The Deputy Head and the transferee agree on the terms of the transfer assignment.
- (2) The human resources division prepares a transfer assignment agreement, outlining the responsibilities of all parties.
- (3) These documents are signed by the Deputy Head and transferee, with each of them retaining a copy.
- (4) A copy of the signed agreement is forwarded to Compensation and Benefits in the Department of Finance.

Interdepartmental Transfers

28. The supervisor, in consultation with the Department of Human Resources, will interview and select the appropriate applicant for the assignment. Once someone has been selected, and all parties have agreed to the terms:
 - (1) The Department of Human Resources completes the transfer assignment.
 - (2) These documents are signed by the Deputy Heads for the employing and receiving department, the Deputy Minister of Human Resources and the transferee.
 - (3) A copy of the signed transfer is forwarded to Compensation and Benefits, Department of Finance.
 - (4) Three months prior to the completion of the transfer, the receiving department will notify all parties, including the Compensation and Benefits Division, Department of Finance.

Extensions or Amendments


29. Any amendments or extensions to an agreement require mutual consent of all parties.
30. Compensation and Benefits must be given a 30 day notification if an agreement is being extended or changed.

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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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APPENDIX A

Internal Transfer Assignment

This Transfer Assignment dated *(start date of Internal Transfer)*

BETWEEN: *(name of Transferee)*


- and -

The Department of *(Department's name)*
 Government of Nunavut

Whereas the Government 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. The transfer will be from *(position number, title, location)* (if different between pay levels: *(pay range, step, grid)*), to *(position number, title, location)* *(pay range, step, grid)*, (job description attached) beginning *(month/day/year)* and ending *(month/day/year)*.
2. The Department will pay the salary and benefits of ***(name of transferee)***, *(position number, title)* in accordance with (the appropriate collective agreement/excluded/senior management salary policy). The salary will be *(\$00,000.00)* per annum, which represents *(pay range, step, grid)*.
3. Contacts for all administrative purposes will be *(name and title)* from the Department. The *(title)* will maintain ***(name of transferee)***'s leave and attendance records for the duration of this agreement.
4. This agreement may be amended by mutual consent of all parties at any time or terminated by either party with 30 days notice.

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5. **(Name of transferee)** will report to *(name, title, location)* for the assignment period.
6. During the transfer, the Department agrees to complete annual Performance Reviews of the performance of **(name of transferee)**.
7. The Department *(location)* will be permitted to replace **(name of transferee)** during the assignment period.
8. The Department of **(name of employing department)** guarantees that upon completion of the assignment, a position will be provided to **(name of transferee)** within the **(name of employing department)** at a salary level at least equivalent to **(name of transferee)**'s salary prior to the transfer, plus any increases or increments **(name of transferee)** would have received had **(name of transferee)** remained in the original position.
9. Any disagreements or problems associated with this agreement will be resolved by the **(Deputy Minister of the employing department)**.

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

Date


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

Date

(name of transferee)

Date

Deputy Minister of Human Resources

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APPENDIX B

INTERDEPARTMENTAL TRANSFER

This Transfer Assignment dated *(start date of transfer)*

BETWEEN: *(name of transferee)*

- and -

The Department of *(department's name)*
 Government of Nunavut
 (the "employing department")


- and -

The Department of *(department's name)*
 Government of Nunavut
 (the "receiving department")

Whereas the Government 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 transferee)*** will be transferred to the receiving department.
2. The transfer is from *(position number, title)* in the employing department *(location)*, to *(position number, title)* in the receiving department *(location)*, (job description attached) beginning *(month/day/year)* and ending *(month/day/year)*.
3. The receiving department will pay the salary and benefits of ***(name of transferee)***, *(position number, title)* in accordance with (the appropriate Collective Agreements or the Excluded/ Senior Management salary policy). The salary will be (00,000.00) per annum, which, represents *(pay range/step/grid)*.
4. This agreement may be amended by mutual consent of all parties at any time or terminated by either party with 30 days notice.


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5. Contacts for all administrative purposes will be *(name and title)* from the employing department and *(name and title)* from the receiving department. The receiving department will maintain ***(name of transferee)***'s leave and attendance records for the duration of this agreement.
6. ***(Name of transferee)*** will report to *(name, title, department, location)* for the transfer period.
7. During the transfer, the receiving department agrees to conduct annual Performance Development Reports on the performance of ***(name of transferee)***.
8. The employing department will be permitted to replace ***(name of transferee)*** during the transfer period.
9. The Department of ***(name of employing department)*** guarantees that upon completion of the transfer, a position within the ***(name of employing department)***, will be provided to ***(name of transferee)*** at a salary level at least equivalent to ***(name of transferee)***'s salary prior to the transfer, plus any increases or increments ***(name of transferee)*** would have received had ***(name of transferee)*** remained in the original position.
10. Any disagreements or problems associated with this agreement will be resolved by the Deputy Minister of ***(name of employing department and name of receiving department)***.

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

Date

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

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Date


(name of Transferee)

Date

Receiving department as represented
by the Deputy Minister of *(department's
name)*

Date

Deputy Minister of Human Resources

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APPENDIX C

INTERNAL TRANSFER EXTENSION

This Extension of Internal Transfer Assignment

BETWEEN: (*name of transferee*)

- and -

The Department of (*Department's name*)
Government of Nunavut

Whereas the parties entered into a transfer agreement on (*start date of transfer assignment*);

And whereas the parties wish to extend this agreement;

Therefore the parties agree as follows:

1. The Transfer Assignment of (*name of transferee*) will be extended from (*month/day/year*) to (*month/day/year*).
2. All other terms and conditions of the agreement dated (*start date of transfer agreement*) remain in force.

To confirm understanding and acceptance of this extension, all parties have signed in the appropriate space below:

Date


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

Date

(*name of transferee*)

Date

Deputy Minister of Human Resources

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APPENDIX D

INTERDEPARTMENTAL TRANSFER EXTENSION

This Extension of Interdepartmental Transfer Assignment

BETWEEN: **(name of transferee)**

- and -

The Department of *(Department's name)*
Government of Nunavut
(the "Employing department")

- and -


The Department of *(Department's name)*
Government of Nunavut
(the "Receiving Department")

Whereas the parties entered into an interdepartmental transfer agreement on *(start date of transfer assignment)*;

And whereas the parties wish to extend this agreement;

Therefore the parties agree as follows:

1. The transfer of **(name of transferee)** will be extended from *(month/day/year)* to *(month/day/year)*.
2. All other terms and conditions of the agreement dated *(start date of transfer agreement)* remain in force.

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To confirm understanding and acceptance of this extension, all parties have signed in the appropriate space below:

Date

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

Date

(name of Transferee)

Date

Receiving Department as represented
by the Deputy Minister of *(department's
name)*

Date

Deputy Minister of Human Resources