

## **SECTION 3**

### **RECRUITMENT AND STAFFING**

#### **3.04 TEMPORARY ASSIGNMENTS / SECONDMENT AGREEMENTS**

**AUTHORITY:** THE COLLECTIVE AGREEMENT BETWEEN THE PROVINCE OF PRINCE EDWARD ISLAND AND THE UNION OF PUBLIC SECTOR EMPLOYEES

**ADMINISTRATION:** PEI PUBLIC SERVICE COMMISSION

<b>Sub-section 3.04 Temporary Assignment/ Secondment Agreements</b>	<b>Date: 06 October 2017</b>	<b>Page</b>	<b>1 of 3</b>
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## **1. PURPOSE**

- 1.01 Temporary assignment/Secondment agreements outline the terms of employment when a classified employee is working in a temporary position/assignment.

## **2. APPLICATION**

- 2.01 This policy applies to all employees of the classified division who are appointed to temporary positions within or outside of their home departments for a specified period of time.

## **3. PRINCIPLES**

- 3.01 Employers should make every effort to allow employees to experience temporary assignment opportunities. However, there may be some circumstances where this cannot occur due to operational requirements. Not only are temporary assignments a learning experience for employees, but they also enrich the home work environment when employees return with new skills gained while on assignment.
- 3.02 Among other terms, these agreements ensure a continuation of benefits for employees, and a guarantee of employment upon completion of the assignment.

## **4. DEFINITIONS**

- 4.01 A Temporary Assignment Agreement or a letter of offer is used when the employer remains the same (e.g. from one government department to another government department).
- 4.02 Secondment Assignment Agreement is used when there are two employers involved (e.g. government department and Health PEI).
- 4.03 Home Department means where the employee's permanent position exists.
- 4.04 Host Department means where the temporary position exists.

<b>Sub-section 3.04 Temporary Assignment/ Secondment Agreements</b>	<b>Date: 06 October 2017</b>	<b>Page</b>	<b>2 of 3</b>
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## **5. POLICY**

- 5.01 The P.E.I. Public Service Commission provides a form (Attachment 6.01) outlining the basis for these agreements, and must be involved as the author and a signator to any agreements between government departments and any other employers.
- 5.02 The agreement or letter names the parties to the agreement, the name of the temporary position, the length of the temporary assignment, the benefits related to the assignment, and employment guarantee for the employee at the end of the temporary assignment.
- 5.03 The normal percentage pay increase upon promotion is 7 percent. If an employee is seconded to a participating employer of the CSSF, pension will be based on actual salary. If the employee is seconded to an employer outside the CSSF, pension will be based on substantive salary. Questions should be referred to the Pensions and Benefits Section of the Department of Finance.
- 5.04 If the two employers involved in the agreement do not share the same benefit plan, the home employer generally keeps the employee on their payroll, billing the host employer for salary and benefits on a quarterly basis.
- 5.05 Employees will use vacation and other paid leaves where they are earned unless otherwise agreed upon. Benefit billing may be at a different rate where this does not occur.
- 5.06 When there are two employers (e.g. Civil and Health PEI) the employee remains on the home department's payroll.
- 5.07 At the end of the assignment, the employee returns to a permanent position in their home department.
- 5.08 For temporary assignments across government departments, the letter of offer can be used outlining the details of the assignment or the attached form can also be adapted if the assignment details are more complex. The Public Service Commission will prepare these letters of offer and they will be signed by the Chief Operating Officer.

<b>Sub-section 3.04 Temporary Assignment/ Secondment Agreements</b>	<b>Date: 06 October 2017</b>	<b>Page</b>	<b>3 of 3</b>
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- 5.09 The signators to the attached secondment agreement are the employee, the Deputy Minister/CEO with the two employers, and the CEO of the Public Service Commission.
- 5.10 If the length of the secondment/temporary assignment is extended past a 3 month period, the Public Service Commission will make necessary changes to original assignment/document and circulate for signature. If extension is under a 3 month period, the host department will send a memo outlining the extension to all parties involved.
- 5.11 Temporary assignments/secondment agreements shall not exceed two years in length except in circumstances as outlined by the appropriate Collective Agreement.

## **6. ATTACHMENTS**

- 6.01 Secondment Agreement

## **ATTACHMENT 6.01**

### **PRINCE EDWARD ISLAND PUBLIC SERVICE COMMISSION SECONDMENT AGREEMENT**

#### **A. PARTIES:**

This agreement is entered into between:

\_\_\_\_\_  
and the Department of \_\_\_\_\_

\_\_\_\_\_  
and  
Health PEI or other external agency  
and  
the P.E.I. Public Service Commission

#### **B. CONDITIONS:**

This Agreement outlines the terms of the secondment of the above-noted employee from \_\_\_\_\_  
to the \_\_\_\_\_.

1. During the period from \_\_\_\_\_ to \_\_\_\_\_, the employee will be on a secondment to work in the full-time position of \_\_\_\_\_ with a possible extension to \_\_\_\_\_ to be reviewed at that time. The total length of a secondment shall not exceed 2 years.
2. It is agreed that during the period of the assignment, \_\_\_\_\_ will receive his/her salary and benefits from the **(Home Dept.)** \_\_\_\_\_. The **(Host Dept.)** \_\_\_\_\_ will reimburse the **(Home Dept.)** \_\_\_\_\_ at a **(Salary of the Host Dept.)** salary of Level \_\_\_\_\_, Step \_\_\_\_\_, (\$\_\_\_\_\_ per hour), (Union \_\_\_\_\_) plus all employer paid benefit costs and any increments to which \_\_\_\_\_ is entitled. During this agreement, terms and conditions of employment will be as per the **(Host Dept. Union or Excluded)** \_\_\_\_\_ Collective Agreement/Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees of the Province of Prince Edward Island. \_\_\_\_\_ will be required to pay **(Host Union - if not excluded)** \_\_\_\_\_ Union dues.
3. The \_\_\_\_\_ **(Home Dept.)** will invoice the \_\_\_\_\_ **(Host Dept.)** on a quarterly basis for expenses as outlined in paragraph 2 above. The \_\_\_\_\_ **(Host Dept.)** will pay all such invoices within 30 days of the invoice date.
4. The employee is expected to use vacation and other paid leaves where they are earned unless otherwise agreed upon.

**OR**

**IF CANDIDATE IS GOING (HEALTH TO CIVIL) OR (CIVIL TO HEALTH)**

5. \_\_\_\_\_ is expected to use vacation and other paid leaves where they are earned unless otherwise agreed upon. \_\_\_\_\_ supervisor in Health PEI will authorize and forward any approved leave of absences, taken by the employee during the term of the secondment, to the \_\_\_\_\_ on a bi-weekly basis.
6. This agreement may be terminated at any time by a party giving written notice to the other parties at least 30 days prior to the effective date of termination.
7. On completion of this assignment, the employee will return to his/her substantive position of \_\_\_\_\_, **(Home Union or Excluded)** \_\_\_\_\_ Level \_\_\_\_\_, position # \_\_\_\_\_ with the Department of \_\_\_\_\_.

**OR**

On completion of the assignment, the employee will return to a position not lower than level \_\_\_\_\_, step \_\_\_\_\_ **(Home Union or Excluded)** with the Department of \_\_\_\_\_.

**C. SIGNATURE:**

Date	Employee
Date	Executive Director
	Division Health PEI or outside agency
Date	Deputy Minister
	Department of
Date	Andrew Thompson, CEO P.E.I. Public Service Commission

Note: Any collection, use, or disclosure of personal information must be in accordance with the ***Freedom of Information and Protection of Privacy Act*** R.S.P.E.I. 1998, c. F-15.01.