

2.4 Secondment Policy

Policy Statement

The Government of Nova Scotia is committed to using secondments in order to provide career development opportunities for employees and to achieve flexibility in the staffing process to meet the short-term needs of departments.

Definitions

DEPARTMENT

Any department, agency, board, or commission established by the Government of Nova Scotia as defined in Appendix 2-F.

EMPLOYEE

A civil servant employed by the Government of Nova Scotia who is not a bargaining unit employee and whose terms and conditions of employment are set out in accordance with the *Civil Service Act* and regulations.

LENDING ORGANIZATION

The organization where the employee resides prior to the commencement of the secondment.

NON-PUBLIC SERVICE ENTITY

An employer who is not a participating member of the Government of Nova Scotia Public Service Superannuation Plan.

ORGANIZATION

Any department, agency, board, or commission as defined in Appendix A of the General Civil Service Regulations to the *Civil Service Act*, public service entity or any non-public service entity.

PUBLIC SERVICE ENTITY

An employer listed in Appendix 2-G or Appendix 2-H.

RECEIVING ORGANIZATION

The organization where the employee resides during the term of the secondment.

REGULAR POSITION

Employee's position with the lending organization.

SECONDMENT

The voluntary movement of an employee into another job for a period of time of up to two years to undertake duties and responsibilities in accordance with agreed-upon terms and conditions.

SHORT-TERM

Period of time greater than 6 months and less than 24 months.

WORK-FORCE REDUCTION

When the services of an employee are no longer required because of shortage of work or funds or because of the discontinuance of a function or program.

Policy Objectives

A secondment assignment provides a means for facilitating employee professional development and responding to short-term corporate staffing needs for immediate project or program expertise. The goals of the Secondment Policy are to

- efficiently utilize employees with high potential for professional development
- provide an avenue for employees to meet their identified career development needs
- promote line, central agency, and regional experience
- facilitate the exchange of information between departments, other jurisdictions, and private sector
- provide support to departments to meet short-term staffing needs for project or program expertise

Application

This policy applies to all civil servants who are not bargaining unit employees and whose terms and conditions of employment are set out in accordance with the *Civil Service Act* and regulations.

Policy Directives

GENERAL

All departments will actively promote and support the use of secondments. Both the manager and the employee are encouraged to identify secondment opportunities.

A secondment is established through a formal agreement that is signed by the employee and the deputy ministers or designates of the lending and receiving organizations.

A secondment may be within the same department, to another department within the Government of Nova Scotia, to a public service entity, or to a non-public service entity.

SECONDMENT AGREEMENT

Seconded Employees

The deputy ministers or designates of the lending and receiving organizations and the seconded employee must sign a Secondment Agreement in accordance with the template provided at Appendix 2-J. For the protection of all parties and to ensure consistency in the secondment arrangements, all Secondment Agreements involving employees must be submitted to the Commissioner of the Public Service Commission for signature and final approval. An extension of a Secondment Agreement must be prepared in accordance with the Secondment Agreement Extension template found in Appendix 2-K.

Secondment of an Individual Who Is Not an Employee into a Department

Where a department supports a secondment into the department of an individual who is not an employee, the Secondment Agreement template in Appendix 2-J may be used, subject to the requirement that the agreement be amended to remove any reference to the individual being a “civil service employee” for the period of the secondment. If the lending organization has a secondment template, this may be used, subject to the requirement that it reflects the principles of the policy and the government’s Secondment Agreement.

METHODS OF SELECTION

There are three main methods of selection for secondments.

- An employee is placed in a secondment opportunity as part of an identified succession management or professional development plan.
- An employee, with approval from his/her manager, is self-nominated for a specific secondment opportunity that relates to the employee’s planned and approved professional development.
- A department requests the Human Resources Corporate Services Unit (HR CSU) to coordinate the selection of an employee suitable to undertake the secondment assignment through the normal competitive process.

To the extent possible, secondment opportunities should be posted in the Employment Opportunities Bulletin in order to provide equal opportunity for employees.

DURATION

A secondment should be considered for assignments that are greater than 6 months and less than 24 months in duration. If necessary, an extension may be approved (including beyond the maximum identified above) with the consent of the parties to the Secondment Agreement using the Secondment Extension Template (Appendix 2-K).

EMPLOYMENT STATUS

During the term of the Secondment Agreement, the employee continues to be a civil service employee and maintains the rights and obligations provided to civil servants under the *Civil Service Act* and regulations.

SALARY AND BENEFITS

Salary

Unless otherwise agreed to by both the lending and receiving organizations, the receiving organization is responsible for paying the employee the salary of his/her regular position including any increases the employee would normally be entitled to under the Government of Nova Scotia Compensation System.

Benefits

The receiving organization is responsible to pay the employer's contribution towards all **civil service benefits normally received by the employee. For an employee who is seconded to a non-public service entity, the calculation of benefits is based upon the salary received by the employee in their regular position irrespective of whether the employee is provided with a higher salary during the secondment period (for greater certainty, for the purpose of the *Public Service Superannuation Act* and Section 84 of the regulations made pursuant to the *Civil Service Act*, the employee's salary for the period of the secondment is that which would have been earned if the employee had remained with the lending organization in their regular position).** The employee will continue to earn sick leave, vacation leave and Public Service Award credits at the regular rate in accordance with the provisions of the *Civil Service Act* and regulations.

Position without MCP or Other Excluded Civil Service Classification

If the employee is seconded to a position that has no MCP or other Excluded Civil Service Classification determined for it, the Public Service Commission and

receiving organization shall jointly determine the MCP level for the position.

Position for Which Salary Is Higher Than Employee's Current Position

If an employee is seconded to a position that is classified at a higher level and higher level of pay than his or her regular position, the receiving organization will provide the employee with a temporary reclassification in accordance with the *Civil Service Act* and regulations.

Memorandum of Understanding between the Government of Canada and the Government of Nova Scotia for a Developmental Interchange Program

The secondment of an employee to the federal government is governed by the terms of this policy in addition to the Memorandum of Understanding between the Government of Canada and the Government of Nova Scotia for a Developmental Interchange Program and Program Outline (Appendix 2-L).

RECORDING FTES FOR INTERNAL AND EXTERNAL SECONDMENTS

Guidelines for recording FTEs for internal and external secondments within the public service of Nova Scotia will be issued by Treasury and Policy Board

MAINTENANCE OF EMPLOYEE PERSONNEL FILE

The receiving organization will maintain records related to employment of the employee for the duration of the Secondment Agreement. The receiving organization will provide a performance evaluation on the employee periodically and prior to the end of the secondment. The receiving organization will transfer the employment records relating to the employee's secondment to the lending organization (which maintains the Employee Master File) upon completion of the secondment.

TERMINATION OF SECONDMENT

The secondment may be terminated by any of the parties with 30 days' notice to the other parties. Upon termination of the secondment, the lending organization agrees to provide the employee with a position equivalent to and at the same classification and pay level as if the secondment had not been in place. This is subject to the exception that if the lending organization is subject to workforce reductions that would result in the employee being laid off if the employee had not been on secondment, pursuant to this agreement, the employee will at the time of the termination of the secondment, be entitled to the benefits as provided in the *Civil Service Act* and regulations.

Accountability

PUBLIC SERVICE COMMISSION

The Commissioner of the Public Service Commission has responsibility for approving Secondment Agreements involving employees to ensure consistency with the policy requirements.

DEPUTY HEADS

Deputy heads have responsibility for ensuring compliance with the requirements established for secondment arrangements.

HUMAN RESOURCES DIVISIONS/CORPORATE SERVICES UNITS

The Human Resources Corporate Services Units are responsible to assist Departments with arrangements pertaining to a secondment assignment.

SECONDED EMPLOYEE

The seconded employee is responsible to report to and take direction from the Receiving Organization for the period of the secondment.

Monitoring

The Public Service Commission has responsibility for conducting periodic reviews of department practices to determine compliance with the requirements established for secondment arrangements.

References

Civil Service Act and regulations

Public Service Superannuation Act

Government of Nova Scotia Management Manual 500:

Chapter 2.1, Fair Hiring Policy

Chapter 4, Classification and Pay

Chapter 9.1, Performance Management Policy

Chapter 11.2, Employee Personnel Records Policy

Enquiries

Strategic Support Services, Public Service Commission (902) 424-7660

Appendices

APPENDIX 2-G

Departments, Agencies, Boards, and Commissions Established by the Government of Nova Scotia That Participate in the Public Service Superannuation Plan

APPENDIX 2-H

Public Service Entities Participating in the Public Service Superannuation Plan

APPENDIX 2-J

Secondment Agreement

APPENDIX 2-K

Secondment Agreement Extension

APPENDIX 2-L

Memorandum of Understanding between the Government of Canada and the Government of Nova Scotia for a Developmental Interchange Program and Program Outline

Approval date: January 23, 2003

Approved by: Executive Council

Manual release date: February 5, 2003

Most recent review: October 20, 2006

Appendix 2-G

Departments, Agencies, Boards, and Commissions Established by the Government of Nova Scotia that Participate in the Public Service Superannuation Plan

Departments

- Department of Agriculture
- Department of Community Services
- Department of Education
- Department of Energy
- Department of Environment and Labour
- Department of Finance
- Department of Health
- Department of Health Promotion and Protection
- Department of Intergovernmental Affairs
- Department of Justice
- Department of Natural Resources
- Department of Service Nova Scotia and Municipal Relations
- Department of Tourism, Culture and Heritage
- Department of Transportation and Public Works

Agencies, Boards, and Commissions

- Communications Nova Scotia
- Emergency Management Office
- Executive Council
 - Executive Council office
 - Office of Aboriginal Affairs
 - Office of Acadian Affairs
 - Office of African-Nova Scotian Affairs
 - Office of the Premier
- Public Service Commission
- Senior Citizen's Secretariat
- Treasury and Policy Board office
- Voluntary Planning

Freedom of Information and Protection of Privacy (FOIPOP) Review Office
Human Rights Commission
Legislative Services
 Office of Legislative Council
 Office of the Speaker
Nova Scotia Advisory Council on the Status of Women
Nova Scotia Fisheries and Aquaculture
Nova Scotia Police Commission
Nova Scotia Securities Commission
Nova Scotia Utility and Review Board
Office of the Auditor General
Office of Economic Development
Office of Immigration
Office of the Ombudsman
Public Prosecution Service
Sydney Tar Ponds Agency (STPA)

Appendix 2-H

Public Service Entities Participating in the Public Service Superannuation Plan

Atlantic Provinces Special Education Authority
Canada-Nova Scotia Offshore Petroleum Board
Chignecto-Central School Board
Dalhousie University (Dal Tech, School of Nursing)
Nova Scotia Business Incorporated
Nova Scotia Community College
Nova Scotia Film Development Corporation
Nova Scotia Gaming Corporation
Nova Scotia Innovation Corporation
Nova Scotia Legal Aid Commission
Nova Scotia Liquor Corporation
Nova Scotia Municipal Finance Corporation
Nova Scotia Resources Ltd
University College of Cape Breton
Waterfront Development Corporation Limited
Workers' Compensation Board of Nova Scotia
Worker's Compensation Appeal Board of Nova Scotia
World Trade Centre Ltd

District Health Authorities

District Health Authority 1 (South Shore, SSDHA 1)
District Health Authority 2 (South West Nova, SWNDHA 2)
District Health Authority 3 (Annapolis Valley, AVDHA 3)
District Health Authority 4 (Colchester-East Hants)
District Health Authority 5 (Cumberland County)
District Health Authority 6 (Pictou Country)
District Health Authority 7 (Antigonish)
District Health Authority 8 (Cape Breton)
Capital District Health Authority (former VG and NSH)

Health Boards

- Eastern Regional Health Board
(Addiction Services/Public Health Nurses)
- Northern Regional Health Board
(Addiction Services/Public Health Nurses)
- Western Regional Health Board
(Addiction Services, Public Health Nurses)

Appendix 2-J

Secondment Agreement

The following sets out the agreed terms and conditions for the

Secondment of: _____ (“Employee”)

From: Department of _____ (“Lending Organization”)

To: Department of _____ (“Receiving Organization”)

1. PURPOSE

The **Employee** is seconded to the **Receiving Organization** from the **Lending Organization** to assume responsibilities as _____.

2. DURATION

It is agreed that the **Employee** will assume responsibilities effective on _____ and that the secondment will continue for _____ (__) months, with provision for extension subject to agreement of all the parties.

3. SALARY AND BENEFITS

It is agreed that for the duration of the secondment, the **Employee** will receive the following:

- a) A salary of _____ per annum and any increases the **Employee** would normally be entitled to under the Nova Scotia Government compensation system.
- b) All benefits accorded to civil service employees, including any changes occurring during the period of the secondment. **If the Employee is seconded to a Non-Public Service Entity, the calculation of benefits is based upon the salary received by the Employee in his or her regular position irrespective of whether the Employee is provided with a higher salary during the secondment period (for greater certainty, for the purpose of the Public Service Superannuation Act and Section 84 of the**

- regulations made pursuant to the *Civil Service Act*, the **Employee's** salary for the period of the secondment is that which would have been earned if the **Employee** had remained with the **Lending Organization** in his or her regular position).
- c) Salary and benefit costs for the **Employee** will be paid by the **Receiving Organization**.

4. EMPLOYMENT RECORDS

The **Receiving Organization** agrees to maintain all records related to employment of the **Employee** and will provide a performance evaluation on the **Employee** periodically and prior to the end of the secondment period. The **Receiving Organization** will transfer the employment records relating to the **Employee's** secondment to the **Lending Organization** (which maintains the Employee Master File) upon completion of the secondment.

5. TERMINATION OF AGREEMENT

- a) It is agreed that during the term of this Agreement, the **Employee** is a civil service employee employed by the Government of Nova Scotia and maintains the rights and obligations provided to civil servants under the *Civil Service Act* and regulations.
- b) The secondment may be terminated by any of the parties with 30 days' notice to the other parties. **At the termination of the secondment, the Lending Organization agrees to provide the Employee with a position equivalent to and at the same classification and pay level as if the secondment had not been in place, except that if the Lending Organization is subject to workforce reductions that would result in the Employee being laid off if the Employee had not been on secondment pursuant to this Agreement, the Employee will, at the time of the termination of the secondment, be entitled to the benefits as provided in the Civil Service Act and regulations.**

6. CODE OF CONDUCT FOR CIVIL SERVANTS

The **Employee** agrees to be bound by the principles and purposes of both the Code of Conduct for Civil Servants established in the Management Manual 500 and the *Members and Public Employees Disclosure Act*, S.N.S., 1991, Chapter 4, as amended (copies attached).

Deputy Minister, [**Lending Organization**]

Date

Deputy Minister, [**Receiving Organization**]

Date

[**Employee**]

Date

Commissioner, **Public Service Commission**

Date

Attachments:

Code of Conduct for Civil Servants

Employee Checklist for Outside Activities

Members and Public Employees Disclosure Act - Parts III and IV

Appendix 2-L

Memorandum of Understanding Between the Government of Canada and the Government of Nova Scotia for a Developmental Interchange Program

WHEREAS the Parties wish to provide opportunities for development and continuous learning which assists in the maintenance of employee motivation and commitment;

WHEREAS the Parties wish to adopt measures to encourage and facilitate inter-jurisdictional movement of employees;

WHEREAS exchanges of public servants foster the sharing of learning; infuse new perspectives required for innovation and enable better results through the inclusion of broader, more diversified perspectives; and

WHEREAS exchanges of public servants will enhance mobility and provide an invaluable opportunity to develop and diversify expertise.

The **GOVERNMENT OF CANADA (Canada)**, represented by the Clerk of the Privy Council and Secretary to Cabinet and the **GOVERNMENT OF NOVA SCOTIA**, represented by the Deputy Minister of the Department of Human Resources of **NOVA SCOTIA**, hereinafter designated the “Parties”, do hereby declare the establishment of the **CANADA/NOVA SCOTIA DEVELOPMENTAL INTERCHANGE**.

I. Purpose

The purpose of the Canada/Nova Scotia Developmental Interchange is to provide a framework through which public servants are temporarily exchanged between the Government of Canada and the Government of Nova Scotia for the mutual benefit of all Parties to develop feeder groups and executive development.

II. Objectives

- I. To strengthen and complement existing public service development programs, provide a diversity of experience through challenging on the job assignments;

2. to share expertise between the respective levels of government with the aim of improving knowledge of public sector management;
3. to increase ability to identify ways of working collaboratively and developing partnerships for more effective and efficient service to the public;
4. to enhance inter-jurisdictional mobility within a geographic area.

III. Scope

This agreement applies to all developmental assignments involving exchanges of public servants between the departments and agencies of the respective governments.

IV. Definition

EXCHANGE

Exchange means the assignment of a public servant to one of the governments party to this agreement for a specified period and specified assignment. The exchange does not require a reciprocal or direct exchange of two individuals. Over the course of the agreement, it is expected that there will be reciprocity in the number of exchanges between the two governments.

V. Implementation

The Parties, using the auspices of the Nova Scotia Federal Council supported by the Interchange Canada Program of the Public Service Commission of Canada for the Government of Canada and the Department of Human Resources for the Government of Nova Scotia are responsible for administering and coordinating the implementation of this agreement.

VI. Financing

Each government will continue to pay the salary and employer-paid benefits of its own public servant assigned to the other. Reimbursement of remuneration to the sponsoring organization by the host organization may be determined by the Parties on a case by case basis.

Relocation expenses are shared equally by the two governments, in a manner agreed upon by the Parties. The cost of work-related travel is borne by the host organization.

VII. General Provisions

The Parties agree to actively identify candidates with a profile of their developmental needs, to identify challenging assignments that will ensure development of new skills and to provide the necessary on-the-job orientation, training, and evaluation.

For this purpose, a committee, co-chaired by the Parties with secretariat services provided by the Interchange Canada Program, will meet once a year to review and assess exchanges to date, to evaluate assignments, to identify candidates and assignment possibilities for the coming year and to recommend the necessary adjustments.

VIII. Responsibilities

General responsibilities are enumerated under the attached program outline. Responsibilities of the Parties for each assignment shall be enumerated in an individual letter of understanding.

IX. Duration

This Memorandum of Understanding is for three years from the date it is signed, after which it will be renewed automatically for equivalent periods, unless six months' notice to the contrary is given by either party.

ISSUED in Halifax, this 23 day of July, 1998, in duplicate, in the English and French languages, each version being equally valid.

On behalf of the
Government of Canada

On behalf of the
Government of Nova Scotia

Original signed

Jocelyne Bougon
Clerk of the Privy Council
and Secretary to the Cabinet

Original signed

Judith Sullivan-Corney
Deputy Minister
Department of Human Resources

Canada/Nova Scotia Developmental Interchange Program

Program Outline

Purpose

The Canada/Nova Scotia Developmental Interchange provides a framework for the temporary exchange of public servants between the federal government and the provincial government of Nova Scotia.

Objectives

- i) to strengthen and complement existing public service development programs and to provide a diversity of experience in different areas such as policy development, central agency experience, corporate services, line operations, exposure to the political level through challenging on-the-job assignments;
- ii) to share expertise between the respective levels of government with the aim of improving knowledge of public sector management;
- iii) to increase ability to identify ways of working collaboratively and developing partnerships for more effective and efficient service to the public; and
- iv) to enhance inter-jurisdictional mobility within a geographic area.

Program

MANAGEMENT

The program will be managed jointly by the two parties. For the province, the Department of Human Resources will be the key contact. For the Government of Canada, the Regional Council, supported by the Interchange Program staff of the Public Service Commission, will be the guiding body. Where a provincially sponsored candidate comes to Ottawa for an assignment, the Privy Council Office (PCO) will be the co-ordinating body, in conjunction with the Public Service Commission.

SELECTION CRITERIA

- As the purpose of this program is developmental, in general, candidates will be identified first, although there may be occasions where assignments are identified and a candidate sought.
- When a candidate is identified, there will be a developmental profile written, outlining the kind of experience/training/skills development required and the type of assignment being sought. For example, the candidate may require experience in a line operations function, a policy development role, or a central agency experience.
- Following this, each participating organization will identify assignments for interchanges which might meet the needs of the candidate, but provide value-added resources for the receiving agency.
- Eligibility for the program shall be determined by each participating organization; it is expected that only middle to senior executives or professionals will be selected.
- Negotiation of interchanges will be based upon strategic priorities of the governments and will have clearly stated objectives.
- Each participating organization will identify one person to solicit opportunities from host governments and match participants to same.
- It is not necessary that there be a one-to-one exchange of employees between governments.

LETTER OF UNDERSTANDING FOR INDIVIDUAL ASSIGNMENTS

Once an assignment has been identified, and a candidate selected, an individual letter of understanding will be written, outlining the objectives of the assignment, and the specific terms of the assignment (length, reporting, cost-sharing arrangements).

DURATION

Terms of interchanges will vary as appropriate but will generally be 6 to 24 months.

COSTS

During the interchange period, the sponsoring jurisdiction will continue to pay salary and benefits of their participating employee. Reimbursement of remuneration to the sponsoring organization by the host organization may be determined by the parties on a case-by-case basis.

EVALUATION

To ensure that the program effectively achieves the goals set out for it, and to ensure that those goals remain current, there shall be a two-step evaluation process. First, the host organization and participant will each prepare an evaluation immediately following the completion of the interchange. Secondly, the Regional Council and the

Department of Human Resources of Nova Scotia shall conduct a comprehensive review of the entire program after three years.

Implementation

The Public Service Commission of the Province of Nova Scotia and the Regional Council, in consultation with the PSC, for the federal government are responsible for implementing the program. Each partner:

- identifies strategic priorities for the program for their level of government;
- matches assignments to nominees and negotiates individual letters of understanding among hosts, sponsors, and participants;
- ensures that participants understand the objectives of their assignments and oversees the conduct of participant orientation programs;
- follows up and monitors assignments throughout and following the assignment period; and
- maintains a fund to reimburse participants' travel and moving expenses (for the federal government, this will be paid by the sponsoring department).

SPONSORING ORGANIZATION

The sponsoring organization nominates individuals to participate in the program. They maintain the participants' employee status, continue their pay and benefit packages, and plan the re-entry of participants to the sponsoring organization so as to maximize benefits to the sponsor from the assignment. After the participant has re-entered the sponsor organization, the sponsor prepares a follow-up evaluation on how the interchange has been of benefit to the organization and the participant.

HOST ORGANIZATION

The host organization develops challenging assignment opportunities in consultation with the sponsor. The host reimburses the sponsor for costs as outlined in the Letter of Understanding. The host provides participants with an effective orientation to the organization and adequate supervision and conducts an annual performance appraisal. At the completion of the assignment, the host submits an evaluation to the sponsor organization.

PARTICIPANT

The participant understands the sponsor's objectives for the assignment and ensures that the assignment meets those needs. The participant maintains regular contact with his/her sponsoring organization and prepares an annual progress report and/or post-assignment report on the achievement of the overall assignment objectives.

Priorities for the Federal Public Service

Priority for selection will be given to federal public servants in the following groups:

- i) candidates in the Accelerated Executive Development Program (AEXDP) or Pre-Qualified Pool (PQP) program requiring developmental assignments as determined in their individual learning plans;
- ii) participants in the Career Assignment Program (CAP) or Management Trainee Program (MTP); or
- iii) candidates nominated by their department in consultation with the Regional Council for developmental purposes.