



# CITY POLICY

---

**POLICY NUMBER:** A1121

**REFERENCE:**

City Manager 1990 03 26

**ADOPTED BY:**

City Manager

**SUPERSEDES:**

NEW

---

**PREPARED BY:** Personnel Department

**DATE:** 1990 02 26

---

**TITLE:** SECONDMENT POLICY

---

**Policy Statement:**

ARRANGEMENTS MAY BE MADE FOR EMPLOYEES TO PARTICIPATE IN A SECONDMENT SUBJECT TO THE PROVISIONS AND CONDITIONS PRESCRIBED HEREIN AND APPLICABLE COLLECTIVE AGREEMENTS.

---

**The purpose of this policy is to:**

Establish guidelines for the administration of secondments.



# CITY PROCEDURE

**POLICY NUMBER:** A1121

---

**AUTHORITY:** City Manager

**EFFECTIVE DATE:** 1990 03 26

---

**TITLE:** SECONDMENT POLICY

---

**PAGE:** 1 of 3

## 1. DEFINITIONS

- 1.01 Compensation: Normal salary and/or wages based on the regular rate of pay specified for the permanent position to which the employee is appointed and City and statutory benefits provided on behalf of the employee.
- 1.02 Corporation: The organization requesting the secondment of a City employee.
- 1.03 In-Scope Employees: Employees who fall within the scope of a collective agreement between the City and a union or association,
- 1.04 Managerial Employees: Employees who are excluded from a union/association due to their performance of managerial functions and those employees excluded from a union/association as a result of their professional and/or other designation by existing labour legislation.
- 1.05 Out-of-Scope Employees: Non-management employees who do not fall within the scope of a collective agreement between the City and a union or association.
- 1.06 Secondment: An arrangement whereby a City employee is assigned to work for another employer where that other employer will have full normal management control over the employee.

## 2. RESPONSIBILITIES

- 2.01 City Manager shall:
- (a) approve this policy and any amendments thereto;
  - (b) approve or deny all secondment agreements, after approval by the Department Head or Designate.
- 2.02 Personnel Department shall:
- (a) provide interpretation and clarification of this policy;
  - (b) assist the Department Head in preparing the secondment agreement;
  - (c) provide recommendations on exceptions to or deviations from this policy to the City Manager; and
  - (d) monitor the effectiveness of this policy.
- 2.03 Office of the City Solicitor shall:
- (a) assist in the preparation of all secondment agreements and approve as to form.



# CITY PROCEDURE

**POLICY NUMBER:** A1121

---

**AUTHORITY:** City Manager

**EFFECTIVE DATE:** 1990 03 26

---

**TITLE:** SECONDMENT POLICY

---

**PAGE:** 2 of 3

2.04 Department Head or Designate shall:

- (a) review requests and pertinent information for secondments and provide the employee with the conditions of the secondment ensuring that the employee is in agreement;
- (b) forward requests for exceptions to or deviations from this policy to the Personnel Department, with a recommendation;
- (c) ensure that secondment agreements are prepared for supported requests (see Enclosure I);
- (d) forward a copy of proposed secondment agreements to the Office of the City Solicitor and Personnel Department for review;
- (e) forward the proposed agreement after review by the Personnel Department and the Office of the City Solicitor to the City Manager with a recommendation for approval or denial taking into consideration the mutual benefits involved, the nature, type and status of the corporation, the employee, and departmental organizational requirements; and
- (f) in conjunction with the Personnel Department notify the participating employee and Union (if applicable) of the decision on the secondment request, ensuring that the employee and Union acknowledge all terms and conditions of the agreement.

2.05 Employee shall:

- (a) submit written requests, when initiated by the employee, for secondments with all pertinent information, to their Department Heads through normal channels; and
- (b) acknowledge, in writing, understanding and agreement of the terms and conditions of the secondment.

3. GUIDELINES

3.01 Duration

Secondment agreements shall not exceed two continuous years in duration and shall state the start and end dates of the secondment.

3.02 Compensation

The City shall process the employee's compensation throughout the term of the agreement. The employee's salary shall be stated in the agreement, and there shall be no change in the listed amount during the period of secondment unless otherwise authorized by the City and the Corporation, and outlined in the Secondment Agreement. Compensation for In-scope Employees will be subject to increases negotiated between the unions and the City.

3.03 Benefits

- (a) Vacation



# CITY PROCEDURE

<b>AUTHORITY:</b>	City Manager	<b>POLICY NUMBER:</b>	A1121
<b>TITLE:</b>	SECONDMENT POLICY	<b>EFFECTIVE DATE:</b>	1990 03 26

**PAGE:** 3 of 3

- i) In-Scope Employees: The employee is to be provided with vacation benefit entitlement outlined in the applicable collective agreement.
- ii) Managerial and Out-of-Scope Employees: Vacation benefits shall be provided in accordance with Vacation Policy A1115.

(b) Short-Term Disability

The Corporation shall provide the employee with short-term disability benefits equal to the benefits provided under the applicable City Short-Term Disability Plan, Income Protection Plan or Income Replacement Plan. In any event, the Corporation shall notify the City immediately, should the employee be absent from work for the Corporation due to disability in excess of ten consecutive working days.

(c) Other Disability Benefits

The Corporation shall fully co-operate with the City in order to allow investigation of any claim by the employee for disability income benefits from the Workers' Compensation Board, Long-Term Disability Plan and Income Replacement Plan, and shall co-operate fully in allowing the City to administer all procedures under the City's Long-Term Disability Income Benefits Plan including rehabilitation practices and/or development of alternative employment opportunities.

(d) Other Benefits

All other benefits shall be maintained throughout the term of the agreement and regular contributions shall be payable during that period, subject to the terms and conditions of the plans.

3.05 Reimbursement

The City shall invoice the Corporation quarterly for salary and benefits paid by the City to the employee and for the City's contribution to the benefit plans covering the employee. The Corporation is to pay the amount of such invoices within thirty days of mailing of each invoice.

3.06 Termination

Upon completion of the term of the secondment, the employee shall return to the same position held prior to the secondment, if available, or to an equivalent position and pay range.

THIS AGREEMENT MADE THIS

DAY OF

,

BETWEEN:

THE CITY OF EDMONTON  
(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

(hereinafter referred to as "the Corporation")

OF THE SECOND PART

### SECONDMENT AGREEMENT

WHEREAS \_\_\_\_\_  
(hereinafter referred to as "the  
employee") is employed by the City in its \_\_\_\_\_  
Department;

AND WHEREAS the employee has been seconded to the Corporation to act as \_  
\_\_\_\_\_  
for a term of \_\_\_\_\_ commencing the \_\_\_\_\_  
and ending \_\_\_\_\_.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City consenting to the secondment of the employee to the position of the Corporation and in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement the Parties agree as follows:

1. The City hereby agrees to the term of the employee's secondment to the Corporation such that the full term of the secondment shall be from \_\_\_\_\_ to \_\_\_\_\_

- 2 -

2. Throughout the term of the secondment the City shall process and pay the employee's compensation less normal deductions. The employee will participate in the benefit plans and will subject to their terms and conditions.

3. The employee's salary for \_\_\_\_\_ shall be \_\_\_\_\_ per annum.

4. The employee's salary shall not be increased during the term of the secondment without the prior written authorization of the Corporation and the City.

5. The City shall invoice the Corporation quarterly for salary paid by the City to the employee and for the City's contribution to statutory and civic benefits plans provided to the employee. The Corporation agrees to pay the amount of such invoices within thirty (30) days of date of mailing of each invoice.

Amounts not paid within thirty (30) days of date of mailing of each invoice shall bear interest at the rate of 18% per annum.

6. Except as set-out herein, throughout the term of the secondment any costs or expenses incurred in relation to the services provided by the employee to the Corporation, including travel and training expenses, shall be paid directly by the Corporation.

7. The Corporation shall during the term of the secondment provide the employee with such vacation benefits as outlined in the applicable collective agreement or the Vacation Policy A1115. Vacation days taken shall be reported to the City. Any vacation credits earned during the secondment but not utilized by the employee will be paid to the City by the Corporation.

8. The Corporation shall provide the employee with short-term disability income benefits equal to those provided pursuant to the applicable City Short-Term Disability Income Benefits Plan, Income Protection Plan or Income Replacement Plan.

9. During the period of the secondment, if the employee is absent from work for the Corporation due to disability for a period in excess of ten (10) consecutive working days, the Corporation shall immediately notify the City. The Corporation shall provide all necessary cooperation to the City in order to allow investigation of any claim by the employee for long-term disability income benefits, if applicable, and shall cooperate fully in allowing the City to administer all procedures under the City's Long-Term

- 3 -

Disability Income Benefits Plan including rehabilitation practices and/or development of alternative employment opportunities.

10. Should either party to this secondment wish to terminate the arrangement prior to the predetermined end date, reasonable notice under the circumstances shall be given.

11. The Corporation shall indemnify and save harmless the City, its employees or agents from and against any and all manner of actions, causes of action, claims, demands, losses, costs, damages or expenses arising out of any action or omission of the employee during the term of the secondment.

12. This Agreement shall not be assigned without the prior written consent of the City which consent may be withheld for any reason whatsoever.

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**THE CITY OF EDMONTON**

**APPROVED:**

As to form \_\_\_\_\_ -

\_\_\_\_\_  
Office of the City Solicitor

The Mayor

As to Content \_\_\_\_\_ -

\_\_\_\_\_  
Department Head

The City Clerk

**CORPORATION**

---

Signature of Authorized Agent

---

Printed Name of Authorized Agent