

Guide to completing Secondment Agreement – Long Term

When using this agreement, please note the following:

- The agreement represents a general template to assist agencies when entering into secondments. However, it may be altered, if necessary, to reflect the particular arrangements agreed between the agency and the Host Organisation. If the template is altered, it is recommended that you seek advice from the Department of Justice prior to executing the document.
- Under the agreement, the Host Organisation becomes the employer of the seconded employee during the term of the secondment. For an alternative template, under which the Territory remains the employer during the term of the secondment, see Secondment Agreement – Short Term.
- Clause 1 (Term of Secondment) requires the agency to insert the length of the secondment. Under clause 39 of the *Public Sector Employment and Management Act*, a secondment cannot exceed 3 years.
- Clause 2 (Employment Status of Employee) states that the Host Organisation's terms and conditions of employment will govern the Employee's employment during the secondment. Clause 2(a)(v) places responsibility for superannuation on the Host Organisation. However, special arrangements may need to be made in respect of CSS or NTGPASS employees who are generally paid a higher rate of superannuation than the 9% that private sector employers are legally required to contribute. The relevant superannuation office should be contacted prior to entering the agreement for guidance and assistance in determining issues surrounding the rate of contribution and who should be responsible for the contribution. Particular arrangements agreed upon may necessitate amendments to clause 2.
- Clause 4 (Public Sector Entitlements) is drafted to reflect the provisions of Public Sector Employment and Management By-law 16, special leave without pay. If the agency wishes to enter into a different arrangement (i.e.: if it is considered appropriate that service with the Host Organisation to count as service with the Territory for particular purposes, or the agency and Host Organisation are agreeable to the Employee accessing its NTPS accrued entitlements during the term of

the secondment), a Commissioner's determination authorising such arrangements will need to be sought.

- Clause 5 (Host Organisation Entitlements) provides for all annual leave entitlements accrued with the Host Organisation during the secondment to be paid out on the termination of the secondment. The general position in the private sector is that sick leave entitlements lapse at the end of each year and the Employee should be advised that unused sick leave accrued during the secondment will not be recognised on return to the NTPS.

Schedule 2

- Clause 6 (Indemnity) contains a broad indemnity in favour of the Territory. If the Host Organisation requests that this clause be altered or deleted, it is recommended that the agency first seek advice from the Department of Justice. To help ensure that the indemnity is enforceable should the Territory seek to rely on it, it is recommended that the agency check that the Host Organisation has appropriate insurance policies in place.
- The agency should consider whether clause 7 (Dispute Resolution) is necessary or appropriate, bearing in mind the length of the secondment and the fact that determination of a dispute by an independent expert may take some time and involve some cost. If the clause is not considered necessary or appropriate, it may be deleted.
- The agreement does not contain a payment clause. Where either party is required to make payments to the other in relation to the secondment an appropriate clause will need to be inserted, along with a GST clause. If assistance is needed in relation to the drafting of these clauses, advice should be sought from the Department of Justice.
- The numbering in this agreement has been cross-referenced. If any clauses are deleted from, or inserted into the agreement, the document will need to be updated to ensure all cross-references remain accurate.