



SECONDMENT POLICY AND PROCEDURE

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1 Purpose

- 1.1 This policy and procedure sets out to ensure a structured, systematic and consistent approach to be adopted in relation to the management of secondment arrangements. It sets out the arrangements to be followed where an HSE employee is seconded to an external organisation and outlines the principles to be adhered to for inward secondments.
- 1.2 An outward secondment is an arrangement whereby an HSE employee is facilitated to transfer on a **temporary basis** to an external organisation. An inward secondment is an arrangement where an employee from an external organisation is facilitated to transfer on a **temporary basis** to the HSE. Secondment is recognised as a valuable tool for development, offering career development for employees, and the opportunity for the HSE to develop its skills base.
- 1.3 The purpose of this policy and procedure is to ensure consistent management of secondment arrangements, together with providing clarity on the obligations, expectations and accountabilities of all parties to secondment arrangements.

2. General Principles

- 2.1 The policy is based on the following guiding principles, which should be taken into consideration during each stage of a secondment:
 - The needs of the organisation including current and expected staffing levels, the purpose and nature of the role and whether the role could be filled internally must be taken into account before a secondment is considered;
 - Employees are supported to access secondments that are beneficial to their career and professional development if those needs cannot be supported in other ways;
 - The process by which a secondment opportunity is provided will follow a fair process.
 - Secondments must be based on mutual agreement between the member of staff, line manager/organisation and host manager/organisation.
 - There is a mutual obligation on the individual and the seconding organisation to maintain communication during the period of the secondment.
- 2.2 Roles for which secondments may be recommended are:
 - a review project
 - the introduction of a new initiative
 - policy development
 - a specific task of limited duration (normally up to three years)
 - research work.

This is not an exhaustive list. Secondments may be considered for other purposes.

Inward secondments will only be considered where specialist skills and expertise to undertake an urgent project or specific piece of work cannot immediately be found in the HSE. A secondment is not a method of recruiting permanent staff, as the normal recruitment procedures would apply in these circumstances.

This policy does not cover the engagement of private sector contractors / consultants for specific projects or specialist advisory services.

Managers must consult with representative/s of the relevant trade union / staff association on proposals for an internal secondment(s).

- 2.3. Secondment arrangements may be initiated by:
- individual employees
 - notification from an external agency seeking secondment of HSE staff
 - notification from HSE seeking secondment of external staff

3. Benefits of secondments

- 3.1 Benefits for the secondee include:
- the opportunity of wider career and personal development;
 - to acquire valuable experience in project management;
 - the ability to test and apply specific skills in a different organisational environment;
 - to gain new skills and experiences in challenging areas.
- 3.2 Benefits for the HSE/donor organisation:
- the opportunity to gain enhanced employee skills, team working and cross-functional communications;
 - enhance service to clients;
 - improvement in workforce morale and motivation;
 - the development of wider networks and contacts;
 - the opportunity to build a reputation as an employer of choice.
- 3.3 Benefits for the host organisation:
- to gain assistance with projects;
 - to gain an external perspective;
 - to gain skills wider than those currently available within its own workforce.

4. Scope of this policy and procedure

- 4.1 This policy and procedure applies to all HSE employees who have completed their probationary period. This policy also applies to HSE managers and HR staff who are involved in managing external

secondment arrangements of HSE staff and inward secondment arrangements with individuals from external organisations.

- 4.2 **This policy is not applicable to internal HSE reassignment, redeployment or internal transfers.**
- 4.2 Secondments will not be facilitated where a possible conflict of interest could arise between the interests of the HSE and the host/donor organisation.
- 4.3 This Policy and Procedure applies to secondment arrangements entered into on or after (31 March 2023).
- 4.4 Secondments will normally last for periods of between 6 months and a maximum period of three years. The period of secondment is agreed and clearly defined by all parties. In exceptional circumstances where an extension to a secondment is applied for (e.g. a project is not yet complete), the agreement of all parties will be required (the host organisation, the donor organisation and the secondee). The extension should be supported by a business case. The total period of the secondment should not exceed 5 years (initial period plus the extension). The extension agreement must include a defined end date.
- 4.5 This Policy and Procedure does not apply to circumstances where employees are seconded in accordance with section 27 of the Health Act 2004 (Appendix 3).
- 4.6 Individuals previously employed in the public sector who have availed of the VER Scheme are not eligible for re-employment in the public health sector in accordance with the terms of that scheme. Therefore such individuals may not be considered for secondment arrangements.
- 4.7 Employees who are currently under formal investigation under any HR policy or procedure or are currently under an active disciplinary warning are not eligible for secondment.

5. Definitions

- 5.1 Secondment: a **temporary movement** or 'loan' of an employee to or from a different organisation (ie an organisation that is not part of the Health Service Executive) for a specific purpose or a specific time to mutual benefit of all parties which does not affect the employee's employment status.
- 5.2 Secondee: the employee of the HSE who is seconded to an external organisation or employee of an external organisation who is seconded to the HSE.
- 5.3 Host organisation: the organisation to which the secondee is seconded.

5.4 Donor organisation: the employing organisation of an inward secondee.

5.5 An outward secondment is a **temporary arrangement** which facilitates the release of a HSE employee to an external organisation for a specified time period or specific purpose. At all times during the secondment period the secondee will remain an employee of the HSE and the terms and conditions of the employee's existing contract will continue to apply in line with the secondment agreement.

5.6 An inward secondment is a **temporary arrangement** where an individual from an external organisation is facilitated to transfer on a temporary basis to the HSE for a specified time period or specific purpose. At all times during the secondment period the secondee will remain an employee of the donor organisation and the terms and conditions of the individual's existing contract of employment will continue to apply in line with the secondment agreement.

6 Role and responsibilities for outward secondments

6.1 Line manager

- To familiarise themselves, and comply, with the Secondment Policy and Procedure.
- To ensure that the individual is aware of and understands the Secondment Policy and Procedure.
- To give due consideration to requests for secondment taking into account the benefits of the potential secondment as well as the impact on the team, the service and the need for cover.
- To recommend approval of the individual's application to a senior manager of service/function (at a minimum of Grade VIII level or equivalent) level for a secondment if appropriate. Recommendation for approval to a senior manager will be subject to the overriding requirement that there would be no adverse impact on the capacity of the HSE to meet operational requirements and in particular that essential service provision is not undermined. To liaise with local HR and the host organisation to agree start dates, secondment period, reimbursement of costs, Secondment Agreement etc.
- To make arrangements to cover the secondee's work during the secondment period and advise staff of these arrangements.
- To sign the Secondment Agreement on behalf of the HSE and maintain a copy on the employee's file.
- To complete the HR Form in relation to employees who are seconded and to maintain a copy on the employee's file as well as forwarding a copy to the relevant HR and payroll departments.
- To maintain regular contact with the secondee throughout the period. The line manager (or officer designate) will act as the contact point and keep the secondee in touch with developments. It is recommended to convene feedback meetings quarterly /half yearly with the secondee.
- To act as the contact with the host organisation regarding any matters relating to the secondee including leave entitlements, performance, grievance, disciplinary etc.

- To maintain records relating to leave entitlements on SAP HR and provide appropriate communication with the host organisation in this regard and with Payroll.
- To liaise with local HR to ensure that Payroll are advised of the secondment arrangement. Arrangements may need to be made with Payroll to send the secondee's payslip to his/her home address for the secondment period if he/she has not opted for on-line payslips.
- To liaise with local HR to ensure that the Finance Directorate are advised that arrangements for reimbursement of salary and employer's which must be set up in a timely manner with the host organisation. .
- To ensure that the individual is supported on their return to their substantive post (if appropriate).

6.2 Senior manager of service/function (at a minimum of Grade VIII level or equivalent)

- To give due consideration to requests for secondment. Approval will be subject to the overriding requirement that there would be no adverse impact on the capacity of the HSE to meet operational requirements and in particular that essential service provision is not undermined.
- To provide a report with the information detailed below for outward and inward secondments within their service to the appropriate Head of HR, CHO / Hospital Group, Director of HR, Regional Human Resources Director/Assistant National Director of Human Resources, National HR Services, where a Regional Register of all secondment arrangements must be maintained.
 - Employee details including position number and personnel number;
 - Employees base;
 - Organisation to which employee is seconded;
 - Contact details of employee's line manager in the donor organisation;
 - Contact details of line manager in the host organisation;
 - Terms and conditions of secondment including arrangements for reporting of leave as HSE Managing Attendance Policy and Procedure still applies;
 - WTE
 - List of costs to be recouped i.e. Basic Pay, PRSI, SANN, T&S, Allowances, subscriptions etc.;
 - Start date;
 - End date;
 - Contact details of local HR;
 - Copy of HR form;
 - Copy of Secondment agreement with 3rd party (Appendix 1 or 2);
 - Confirmation that SAP/HR details have been updated ie employee is ticked as a secondee.

This information will then feed into the National Register as detailed in Section 11 below.

- To review secondment arrangements within their area of responsibility on a regular basis particularly those which are nearing their end

6.3 Employees requesting secondment

- Prior to making an application for secondment the employee must speak to their line manager and obtain their agreement to the application. Applications will be given due consideration, and approval will be subject to meeting the exigencies of the service. Should the employee feel that they have been unjustly refused support for an application for secondment they may seek redress through the Grievance Procedure for the health service.
- To familiarise themselves, and comply, with the Secondment Policy and Procedure.
- To sign the Secondment Agreement, signifying their understanding of the Secondment Policy and Procedure and acknowledging their agreement to all provisions set out in the set out in the Secondment Agreement.
- To maintain regular contact with their line manager in the donor organisation during the secondment and advise the HSE of any changes in circumstances that affect their employment.
- To input any leave/ absences into HSE Self Service (where applicable) in the normal manner (e.g. annual leave, sick leave etc).

6.4 Local Human Resources

- To liaise with the line manager and host organisation to ensure that an appropriate Secondment Agreement is drawn up, issued to all parties and signed appropriately.
- To provide advice and support as required in relation to the management of the secondment arrangement.
- To ensure that secondment agreements are carefully monitored throughout the length of the existence of the arrangements.
- To maintain a regional register of all secondment arrangements within their area and to update the register on a monthly basis.
- To submit a quarterly report of all secondment arrangements for their area to Assistant National Director of HR - Corporate Compliance & Resource Optimisation, (email: secondments@hse.ie).

6.5 Local Finance

- To recoup the salary of secondees on a monthly basis by way of invoice from the HSE to the host organisation.
- To also recoup the superannuation costs of secondees on a monthly basis in line with the provisions of HSE HR Circular 018/2019 - Recoupment of Superannuation Costs during Secondment, which sets out relevant arrangements that apply with regards to the recoupment of superannuation costs to health service employees on secondment under the different public service pension schemes.

- To apply the relevant new IFMS General Ledger codes for netting recoupments against the costs within “Pay”.

6.6 Host organisation

- To provide a clear rationale and business need for secondment, identifying specified outcomes along with an appropriate job description and personal specification setting out the skills and competencies required.
- To identify to the HSE any terms and conditions that will apply to the secondee during the period of secondment that do not currently apply to the employee.
- To identify the period of secondment, normally lasting no less than six months and no greater than three years.
- To identify whether indemnity and insurance will need to be provided and, if so, to make the necessary arrangements for provision. The HSE’s insurance/indemnity arrangements will not apply to a HSE employee for the period of the outward secondment.
- To provide appropriate cover in the host organisation for the work of the secondee in the absence of the secondee for whatever reason.
- To liaise with the HSE to agree start dates, secondment period, reimbursement of costs, Secondment Agreement, extension of secondment period (if required) etc.
- To sign the Secondment Agreement on behalf of the host organisation.

7. Terms and conditions for staff seconded outward during the secondment period

- 7.1 Seconded staff are entitled to maintain their terms and conditions of employment except where mutually agreed otherwise. Enhanced salary payments such as unsocial hours payments will only be paid if applicable to the hours worked in accordance with current terms and conditions. Where the terms and conditions for the secondment opportunity are more favourable than those in the substantive post, the appropriate terms and conditions of the secondment post would apply for the period of secondment only. Superannuation entitlements will continue to be based on the pensionable salary of the substantive post. Any salary ‘top up’ will be non pensionable.
- 7.2 Annual leave entitlements will remain unchanged, but the granting of public holiday and annual leave entitlements may be in accordance with the working practices of the host organisation (this will need to be agreed on an individual basis depending on the host organisation).
- 7.3 For certain staff the statutory requirements for maintenance of professional registration must be explicit within the secondment arrangements. The secondee may be required to return to HSE duties for short periods during the term of secondment to assure maintenance of professional registration requirements.

- 7.4 Day to day management of the secondee's performance, attendance and conduct will be the responsibility of the receiving manager in the host organisation.
- 7.5 Any concerns regarding the secondee's attendance, conduct and performance will be brought to their attention and dealt with by the host organisation under the relevant HR policies. The host organisation will notify the HSE of the outcome of any process undertaken by them, if appropriate. The HSE may invoke it's disciplinary procedure, if deemed appropriate. The host organisation will provide all necessary information in order to proceed with such action, and additionally may be required to present evidence to the HSE or be otherwise involved as appropriate.
- 7.6 Time spent on secondment with another organisation will not affect continuity of service.
- 7.7 The secondee will not owe any duty directly to the host organisation, beyond any duties specifically set out in the secondment agreement.
- 7.8 The host organisation will not owe any duty to the secondee, beyond any duties specifically set out in the secondment agreement.

8. Procedures for outward secondments

- 8.1 Where the HSE is contacted by an external organisation regarding secondment opportunities, HR Recruitment will advertise the opportunity and invite applications. Applicants will be formally assessed as being capable of undertaking effectively the duties of the post. Such assessment may be undertaken with the involvement of, or solely by, the host organisation. An offer of secondment will then be made to the successful candidate.
- 8.2 Employees who have been offered a secondment opportunity following an assessment process or where they have identified a secondment opportunity for which they consider themselves suitable (for example a publicly advertised secondment opportunity) will make a request to his/her line manager to be seconded to the host organisation. The line manager will consider the request and recommend approval or rejection of the application. The application is then forwarded to a senior manager (at Area Manager/Assistant National Director level) for approval or rejection. The line manager will give due consideration to requests for secondment. Recommendation for approval will be subject to the overriding requirement that there would be no adverse impact on the capacity of the HSE to meet operational requirements.
- 8.3 Secondments will normally last for periods of between 6 months and a maximum period of three years. The period of secondment is agreed and clearly defined by all parties. In exceptional circumstances where an

extension to a secondment is applied for (e.g. a project is not yet complete), the agreement of all parties will be required (the host organisation, the donor organisation and the secondee). The extension should be supported by a business case. The total period of the secondment should not exceed 5 years (initial period plus the extension). The extension agreement must include a defined end date. The period of secondment will be agreed and clearly defined by all parties.

- 8.4 Requests for extensions to the secondment period from the host organisation must be made to the HSE line manager in writing at least one month before the end of the scheduled expiry date, setting out the reasons for the extension. The line manager will liaise with local HR as to whether the extension request will be granted or not. If a decision to grant the extension is made local HR will assist in drawing up the necessary documentation for the extension.
- 8.5 A Secondment Agreement (model attached at Appendix 1) must be completed for all secondments prior to the commencement date of the secondment. The implementation of the Secondment Agreement will be formally monitored by the line manager/local HR throughout the secondment period.
- 8.6 A secondee returning from secondment will normally return to his or her substantive post within the HSE. Where the substantive post is no longer available, the secondee will be assigned the next appropriate approved vacancy to arise within the grade formerly held by the employee. Therefore the secondee is not guaranteed a return to his or her previous job/location and may be assigned to a post within the relevant HSE Administrative Region.
- 8.7 If an approved vacancy does not exist in the grade formerly held by the secondee, s/he could be offered a post at a lower grade (on the terms and conditions of the substantive post) pending the availability of a vacancy in the grade formerly held.
- 8.8 The HSE reserves the right to recall staff prior to the end of the secondment period if required. Termination of secondment arrangements prior to the expiry of the secondment period will normally be subject to a notice period not less than one month. Secondment arrangements may be terminated without notice where serious misconduct issues arise, or where emergency or exceptional circumstances dictate that it is necessary.
- 8.9 The host organisation will reimburse the HSE the full salary and employers' costs, including PRSI and superannuation contributions, and any other associated costs (eg administration fee). Reimbursement of costs must be agreed with the host organisation at the outset.
- 8.10 The provisions of HSE HR Circular HSE HR Circular 018/2019 - Recoupment of Superannuation Costs during Secondment, which sets

out relevant arrangements that apply with regard to the recoupment of superannuation costs to health service employees on secondment under the different public service pension schemes should be adhered to during the secondment period.

- 8.11 The host organisation will be responsible for payment of all travelling, subsistence and other relevant expenses (eg mobile phone, laptop) incurred during the course of the secondment period.
- 8.12 The host organisation will supply training and equipment necessary for the secondee to perform the duties and responsibilities effectively and efficiently.
- 8.13 The host organisation will be responsible for providing insurance and indemnification (where relevant) during the period of secondment. The HSE's insurance/indemnity arrangements will not apply for the period of the outward secondment.
- 8.14 Cover within the HSE for the absence of the secondee while on secondment may be arranged in accordance with the HSE's Pay & Numbers Strategy/Funded Workforce Plan and any other relevant policies, procedures, directives or regulations in force during the secondment period. Where the substantive post of the secondee is back-filled during their absence it may only be filled on a fixed-term basis to coincide with the period of secondment.

9. Principles to be observed *for inward secondments*

- 9.1 An inward secondment involves an employee from a donor organisation coming to the HSE for a temporary period.
- 9.2 Inward secondments will only be considered where specialist skills and expertise to undertake an urgent project or specific piece of work cannot immediately be found in the HSE
- 9.3 The senior manager of service/function (at a minimum of Grade VIII level or equivalent) will set out the business need for the secondment arrangement, and will be responsible for recording a clear audit trail when identifying a range of organisations or an individual to approach when seeking an inward secondment.
- 9.4 The individual must be formally assessed as being capable of undertaking effectively the duties of the post s/he had been selected to fill, and records must be kept as to how that assessment was made. The rationale for selecting a particular individual required for the secondment must be clearly recorded, along with an explanation as to why the post was not opened to a wider pool of candidates.
- 9.5 Where the HSE advertises an inward secondment opportunity, and the secondment post will attract additional remuneration for the secondee,

the relevant Commission for Public Service Appointments Code of Practice¹ must be adhered to.

- 9.5 An inward secondee remains an employee of the donor organisation and remains subject to their terms and conditions. The donor organisation retains responsibility for payroll matters, and the secondment should not affect the secondee's employment status.
- 9.6 The senior manager, with support from Human Resources, is responsible for agreeing secondment arrangements with the donor organisation, and ensuring that a written Secondment Agreement is in place. The Agreement should cover any variations to the secondee's terms and conditions of service, including pay, hours of work, base and notice required to terminate the secondment. It should also reference day to day management responsibilities including sickness absence reporting, annual leave arrangements, conduct, performance and grievance.
- 9.7 Secondments will normally last for periods of between 6 months and a maximum period of three years. The period of secondment is agreed and clearly defined by all parties. In exceptional circumstances where an extension to a secondment is applied for (e.g. a project is not yet complete), the agreement of all parties will be required (the host organisation, the donor organisation and the secondee). The extension should be supported by a business case. The total period of the secondment should not exceed 5 years (initial period plus the extension). The extension agreement must include a defined end date.
- 9.8 Inward secondees will be set up on SAP HR as " Hiring an External Employee " which will allow them to access to HSE Self Service (where applicable) in order to input any leave/ absences in the normal manner (e.g. annual leave, sick leave etc).
- 9.9 Any concerns regarding the secondee's attendance, conduct and performance will be brought to their attention and dealt with by the HSE under the relevant HR policies. The HSE will notify the donor organisation of the outcome of any process undertaken by HSE management, if appropriate. The donor organisation may invoke its disciplinary procedure if deemed appropriate.
- 9.10 The HSE reserves the right to terminate any secondment arrangement prior to expiry date. The line manager will consult with the secondee and donor organisation in such circumstances.

¹ Code of Practice for Appointment to Positions in the Civil Service and Public Service
Code of Practice for Atypical Appointments to Positions in the Civil Service and Certain Public Bodies

9.11 The secondee will be covered by the HSE's insurance and indemnification (where relevant) arrangements during the period of inward secondment.

9.12 The secondee will not owe any duty directly to the HSE, beyond any duties specifically set out in the secondment agreement.

9.13 The HSE will not owe any duty to the secondee, beyond any duties specifically set out in the secondment agreement.

10. Evaluation and review of secondment

10.1 The secondment will be reviewed six months from the commencement of the assignment to ensure it is meeting the expectations of the secondee and the host organisation. In the event that it is not meeting the expectations either party can seek to end the secondment.

Prior to termination of the secondment arrangement, the secondee, line manager and host organisation should conduct a formal evaluation and review of the arrangement.

11. Recording and reporting staff on secondment arrangements

11.1 Monthly reports of outward and inward secondments will be maintained within each service and will be forwarded to the appropriate Head of HR, CHO / Hospital Group Director of HR /Assistant National Director of Human Resources, National HR Services, where a Regional Register of all secondment arrangements will be maintained. The Register must include: the start date of the secondment, the name, grade, personnel number, location, purpose of the secondment, remuneration arrangements, the proposed date of termination of secondment and any reported adverse incidents pertaining to the secondee, since the previous monthly report.

11.2 Each Head of HR CHO / Hospital Group Director of HR and Assistant National Director of HR, National HR Services will, on a quarterly basis, submit a report for their Area, of all secondment arrangements in a similar format to Assistant National Director of HR - Corporate Compliance & Resource Optimisation, (email: secondments@hse.ie) by the 10th day of the subsequent quarter. This information will be compiled into a National Register of Secondments.

12. Implementation Plan

This revised policy is implemented with effect from 31 March 2023. Any secondment arrangements entered into on or after that date must comply with the procedures set out herein.

13. Evaluation and audit

Heads of HR CHOs / Hospital Group Directors of HR and the Head of HBS Human Resources will audit secondment arrangements periodically

to ensure compliance with this Policy and Procedure. Feedback on the effectiveness of the Policy and Procedure may be supplied to National Employee Relations.

Appendix I – Model Secondment Agreement

Secondment Agreement for Outward Secondment

1. Name of secondee: [insert name of secondee including position number and personnel number]
2. Name of employer: Health Service Executive
3. Current job title/role: [insert job title/role]
4. Current work location/contact details: [insert current work location/contact details]
5. **Contact details of line manager in HSE :**
Location: _____
Email address: _____
Contact telephone number: _____
6. **Contact details of local HR Department in HSE:**
Location: _____
Email address: _____
Contact telephone number: _____
7. Name of host organisation: [insert name of host organisation]
8. **Contact details of line manager in host organisation:**
Location: _____
Email address: _____
Contact telephone number: _____
- 9
9. Secondment job title

Your job title will be [insert job title of secondee].

The duties of the secondment post are as outlined in the job description attached. This is not an exhaustive list of the duties and responsibilities and may be varied as appropriate to the secondment and grade and following prior consultation with you.
10. Purpose of secondment

The purpose of the secondment to [insert name of host organisation] is:

[insert the reason and key objectives for the secondment].

11. Secondment period

The start date of your secondment is [insert start date].

The end date of your secondment is [insert end date].

Include details of WTE:

12. Location

You are being assigned to (insert division) in the (insert host organisation). You will be based at [insert base].

13. Hours of attendance

Your normal working hours will be [insert number of hours] per week.

Your normal working days will be [insert working days].

You may be requested to work additional hours; any request will be consistent with [insert reference terms and conditions relation to additional hours].

14. Terms and Conditions

At all times during the secondment period you will remain an employee of the HSE.

The terms and conditions for this secondment will be those as detailed in your HSE contract of employment. Any variations to these conditions are detailed below:

[insert any local arrangements of the host organisation that may impact on HSE terms and conditions of service, eg additional remuneration for the secondment period, arrangements for statutory and public holidays]

15. Pay and payment arrangements:

The HSE will continue to pay the substantive salary of the secondee during the period of the secondment. The cost of the salary will be recouped on a monthly basis by way of invoice from the HSE to the host organisation. Salary costs are subject to national wage fluctuations, increments, employers PRSI and superannuation costs in addition to an administration cost if applicable.

During the period of your secondment you will continue to receive any increments or other salary adjustments that would have applied had you

remained in your position in Health Service Executive, subject to the normal approval mechanisms within Health Service Executive.

You will agree that any overpayment of salary or of travel and subsistence may be deducted from future salary payments due to an officer in accordance with the Payment of Wages Act 1991.

16. Review of Secondment

The secondment will be reviewed six months from commencement of assignment to ensure it is meeting the expectations of both you and the [receiving organisation]. In the event that it is not meeting the expectations either party can seek to end the secondment. A period of time may be required to ensure a smooth transition back to the [donor organisation].

17. Notice

A minimum period of one month's notice in writing will be given by any party to this Agreement and is required in the event of early termination of the secondment by any party.

This secondment agreement will be terminated without notice if you are deemed guilty of gross misconduct vis a vis [insert name of host organisation].

This secondment agreement will be terminated without notice where the HSE declares an emergency or exceptional circumstances, and the secondee will return to their substantive post/grade immediately.

18. Sickness absence

Arrangements for the reporting of sickness absence will be as agreed with your manager in [insert name of host organisation]. All necessary communication with regard to sickness absence will take place between the HSE and the host organisation as required.

19. Annual leave

You will retain your current entitlement to annual leave. Arrangements for the granting of any leave entitlements will be as agreed with your manager in [insert name of host organisation].

20. Secondees conduct and performance

Any concerns regarding your attendance, conduct and/or performance will be brought to your attention and dealt with by [insert name of host organisation]. The host organisation will notify the HSE of the outcome of any process undertaken by them, if appropriate. The HSE may invoke the HSE's Disciplinary Procedure if deemed appropriate.

21. Grievances

If you require redress of any grievance related to your seconded employment, you should communicate your grievance in writing to your immediate manager in the host organisation as identified under the secondment arrangements. The Grievance Procedure for the host organisation will apply.

22. Health and safety

During the term of the secondment the employer's duty of care will be the responsibility of [insert name of host organisation].

23. Confidentiality

You must not improperly disclose, during or following termination of employment or secondment, information gained in the course of your work.

You may have access to or hear information concerning the medical or personal affairs of patients and/or employees, or other health service or other business. Such records and information are strictly confidential and can only be divulged or discussed in the performance of normal duty. Disclosure of records or information under various statutory provisions (e.g. Freedom of Information Acts 1997 and 2003; Data Protection Acts 2001 and 2003; the Health Acts 1947 to 2007) will be made in accordance with HSE and/or the host organisation policies, procedures and protocols.

24. Keeping in touch

The following arrangements will apply:

[insert arrangements agreed between HSE line manager, host organisation and secondee].

25. Return to HSE

Upon return from secondment you will normally return to your substantive post within the HSE. Where your substantive post is no longer available, you will be assigned to the next appropriate fillable vacancy to arise within the grade you formerly held. If a fillable vacancy does not exist in your former grade, you may be offered a post at a lower grade (on the terms and conditions of your substantive post) pending the availability of a vacancy in your former grade.

At the end of the secondment period you will return to employment with the HSE. Failure to do so may result in termination of your employment with the HSE.

Signature (host organisation)

Name (print): **Position:** **Date:**

Name (signed):

Signature on behalf of the HSE

Name (print): **Position:** **Date:**

Name (signed):

I have read the Secondment Policy and Procedure and the terms and conditions set out in the Secondment Agreement above. I hereby agree to the terms and conditions set out above, and to return to the HSE at the end of the secondment period.

Secondee's signature

Name (print): **Position:** **Date:**

Name (signed):

Appendix 2: Secondment Agreement for Inward Secondment

1. **Name of secondee: [insert name of secondee including position number and personnel number]**
2. **Name of employer in donor organisation:** _____
3. **Current job title/role in donor organisation: [insert job title/role]**
4. **Current work location/contact details in donor organisation: [insert current work location/contact details]**
5. **Contact details of line manager in donor organisation:**
Location: _____
Email address: _____
Contact telephone number: _____
6. **Contact details of local HR Department in donor organisation:**
Location: _____
Email address: _____
Contact telephone number: _____
7. **Name of host organisation: Health Service Executive**
8. **Contact details of line manager in HSE:**
Location: _____
Email address: _____
Contact telephone number: _____
9. **Contact details of local HR Department in HSE:**
Location: _____
Email address: _____
Contact telephone number: _____
10. **Secondment job title**

Your job title will be [insert job title of secondee].

The duties of the secondment post are as outlined in the job description attached. This is not an exhaustive list of the duties and responsibilities and may be varied as appropriate to the secondment and grade and following prior consultation with you.

11. **Purpose of secondment**

The purpose of the secondment to the HSE is:

[insert the reason and key objectives for the secondment].

12. Secondment period

The start date of your secondment is [insert start date].

The end date of your secondment is [insert end date].

Include details of WTE

13. Location

You are being assigned to (insert division) in the HSE. You will be based at [insert base].

14. Hours of attendance

Your normal working hours will be [insert number of hours] per week.

Your normal working days will be [insert working days].

You may be requested to work additional hours; any request will be consistent with [insert reference terms and conditions relation to additional hours].

15. Terms and Conditions

At all times during the secondment period you will remain an employee of the [insert name of donor organisation].

The terms and conditions for this secondment will be those as detailed in your contract of employment with [insert name of donor organisation].

Any variations to these conditions are detailed below:

[insert any local arrangements of the HSE that may impact on terms and conditions of service in the donor organisation eg additional remuneration for the secondment period, arrangements for statutory and public holidays]

16. Pay and payment arrangements:

The [insert name of donor organisation] will continue to pay the substantive salary of the secondee during the period of the secondment. The cost of the salary will be recouped on a monthly basis (or otherwise agreed) by way of invoice from the donor organisation to the HSE. Salary costs are subject to national wage fluctuations, increments, employers PRSI and superannuation costs in addition to an administration cost if applicable.

During the period of your secondment you will continue to receive any increments or other salary adjustments that would have applied had you remained in your position in [insert name of donor organisation], subject to the normal approval mechanisms within [insert name of donor organisation].

You will agree that any overpayment of salary or of travel and subsistence may be deducted from future salary payments due to an officer in accordance with the Payment of Wages Act 1991.

17. Review of Secondment

The secondment will be reviewed six months from commencement of assignment to ensure it is meeting the expectations of both you and the HSE. In the event that it is not meeting the expectations either party can seek to end the secondment. A period of time may be required to ensure a smooth transition back to the [donor organisation].

18. Notice

A minimum period of one month's notice in writing will be given by any party to this Agreement and is required in the event of early termination of the secondment by any party.

This secondment agreement will be terminated without notice if you are deemed to be guilty of gross misconduct by the HSE.

This secondment agreement will be terminated without notice where the donor organisation declares an emergency or exceptional circumstances, and the secondee will return to the host organisation immediately.

18. Sickness absence

Arrangements for the reporting of sickness absence will be as agreed with [insert name of HSE line manager]. The HSE's Managing Attendance Policy and Procedure will apply during your period of secondment to the HSE. All necessary communication with regard to sickness absence will take place between the HSE and the donor organisation as required

19. Annual Leave

You will retain your current entitlement to annual leave. The granting of any leave entitlements will be as agreed with your manager in the host organisation.

20. Secondee conduct and performance

Any concerns regarding your attendance, conduct and performance will be brought to your attention and dealt with by the HSE. The HSE will notify the donor organisation of the outcome of any process undertaken

by HSE management, if appropriate. The donor organisation may invoke its disciplinary procedure if deemed appropriate.

21. Grievances

If you wish to raise any issues in relation to your secondment, you should notify your HSE manager.

22. Health and safety

During the term of the secondment the employer's duty of care will be the responsibility of the HSE.

23. Confidentiality

You must not improperly disclose, during or following termination of employment or secondment, information gained in the course of your work.

You may have access to or hear information concerning the medical or personal affairs of patients and/or employees, or other health service or other business. Such records and information are strictly confidential and can only be divulged or discussed in the performance of normal duty. Disclosure of records or information under various statutory provisions (e.g. Freedom of Information Acts 1997 and 2003; Data Protection Acts 2001 and 2003; the Health Acts 1947 to 2007) will be made in accordance with HSE and/or the donor organisation policies, procedures and protocols.

24. Keeping in touch

The following arrangements will apply:

[insert arrangements agreed between HSE line manager, donor organisation and secondee].

25. Return to the donor organisation

At the end of the secondment period you will return to employment with [insert name of donor organisation].

Signature on behalf of the (HSE)

Name (print):

Position:

Date:

Name (signed):

Signature (donor organisation)

Name (print):

Position:

Date:

Name (signed):

I have read the Secondment Policy and Procedure and the terms and conditions set out in the Secondment Agreement above. I hereby agree to the terms and conditions set out above, and to return to [insert name of donor organisation] at the end of the secondment period.

Secondee's signature

Name (print):

Position:

Date:

Name (signed):

Appendix 3 – Section 27 of the Health Act 2004

27.—(1) An appointed member of the Board or a member of a committee of the Board immediately ceases to hold office on—

- (a) being nominated as a member of Seanad Éireann,
- (b) being elected as a member of either House of the Oireachtas or of the European Parliament,
- (c) being regarded, pursuant to section 19 of the European Parliament Elections Act 1997 , as having been elected to the European Parliament to fill a vacancy, or
- (d) becoming a member of a local authority.

(2) An employee of the Executive (including the chief executive officer) is immediately seconded from employment with the Executive on—

- (a) being nominated as a member of Seanad Éireann,
- (b) being elected as a member of either House of the Oireachtas or of the European Parliament, or
- (c) being regarded, pursuant to section 19 of the European Parliament Elections Act 1997 , as having been elected to the European Parliament to fill a vacancy.

(3) No remuneration or allowances are payable by the Executive in respect of the secondment period to a person seconded from employment under subsection (2) and that period is not to be counted as service with the Executive for the purposes of any superannuation benefit.

(4) In relation to a person seconded under subsection (2) from employment, the secondment period begins on the occurrence of the relevant event referred to in that subsection and ends when the person ceases to be a member of either House of the Oireachtas or of the European Parliament.