



**Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive**

SECONDMENT POLICY AND PROCEDURE

Document reference number	CERS 2011/1	Document developed by	Corporate Employee Relations Services
Revision number	1.8	Document approved by	HR Operational Performance Group
Approval date	22 August 2011	Responsibility for implementation	Area HR Directors AND HR Services
Revision date	22 August 2013	Responsibility for review and audit	Area HR Directors AND HR Services

Table of contents

1.0	Purpose	4
2.0	Benefits of secondments	4
3.0	Scope of this policy and procedure	5
4.0	Definitions/Abbreviations	5
5.0	Role and responsibilities for outward secondments	5
5.1	Line manager	6
5.2	Senior manager (at Area Manager/ Assistant National Director level)	6
5.3	Employees requesting secondment	7
5.4	Human resources	7
5.5	Host organisation	7
6.0	Terms and conditions for staff seconded outward during the secondment period	8
7.0	Procedures for outward secondments	9
8.0	Principles to be observed for inward secondments	10
9.0	Evaluation and review of secondment	12
10.0	Recording and reporting staff on secondment arrangements	12
11.0	Implementation plan	12
12.0	Evaluation and audit	12
13.0	Appendix I	
	Secondment Agreement for outward secondment	13

1.0 Purpose

1.1 This policy and procedure sets out to ensure a structured, systematic and consistent approach to be adopted in relation to secondment arrangements. It sets out the arrangements to be followed where an HSE employee is seconded to an external organisation and outlines 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. 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.

1.3 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 or with an uncertain future (normally up to two years)
- a short-term appointment to start a new work area prior to making a permanent appointment
- research work.

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

1.4 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

2.0 Benefits of secondments

2.1 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.

HSE Secondment Policy & Procedure

Document reference no. CERS 2011/1 Revision no 1.7 Approval Date 22August 2011

2.2 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.

2.3 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.

3.0 Scope of this policy and procedure

3.1 This policy and procedure applies to all HSE employees with at least six months' continuous service seeking secondment to external organisations. It is not applicable to internal HSE reassignment or redeployment. It also applies to managers seeking to engage in inward secondment arrangements with employees from external organisations.

3.2 Secondments will not be facilitated where a possible conflict of interest could arise between the interests of the HSE and the host/donor organisation.

3.3 This Policy and Procedure applies to secondment arrangements entered into on or after 22 August 2011.

3.4 Secondments will normally last for periods of between three months and a maximum period of two years. The period of secondment is agreed and clearly defined by all parties.

3.5 This Policy and Procedure does not apply to circumstances where employees are seconded in accordance with section 27 of the Health Act 2004.

3.6 Individuals previously employed in the public sector who have availed of the VER/VRS Schemes are not eligible for re-employment in the public health sector in accordance with the terms of those schemes. Therefore such individuals may not be considered for secondment arrangements.

4.0 Definitions

4.1 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.

- 4.2 **Seconded:** the employee of the HSE who is seconded to an external organisation or employee of an external organisation who is seconded to the HSE.
- 4.3 **Host organisation:** the organisation to which the secondee is seconded.
- 4.4 **Donor organisation:** the employing organisation of an inward secondee.

5.0 Role and responsibilities for outward secondments

5.1 Line manager

- To ensure that the individual is aware of and understands the Secondment Policy and Procedure.
- To give due consideration to requests for secondment.
- To recommend approval of the individual's application to a senior manager at Area Manager/Assistant National Director level for a secondment if appropriate. Recommendation for approval to a senior manager will be subject to the over-riding requirement that there would be no adverse impact on the capacity of the HSE to meet operational requirements.
- To liaise with 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.
- To maintain 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.
- To liaise with 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.
- To liaise with HR to ensure that the Finance Directorate are advised that arrangements for reimbursement of salary and employer's costs will need to be set up with the host organisation.
- To sign the Secondment Agreement on behalf the HSE.
- To ensure that the individual is supported on their return to their substantive post (if appropriate).

5.2 Senior manager (at Area Manager/Assistant National Director level)

- To give due consideration to requests for secondment. Approval will be subject to the over-riding requirement that there would be no adverse impact on the capacity of the HSE to meet operational requirements.

5.3 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 the Secondment Policy and Procedure and acknowledging their agreement to the Terms and Conditions set out in the Secondment Agreement
- To advise the HSE of any changes in circumstances that affect their employment.

5.4 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 ensure that secondment agreements are carefully monitored throughout the length of the existence of the arrangements.

5.5 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 three months and no greater than two years.
- To identify whether indemnity insurance will need to be provided and, if so, to make the necessary arrangements for provision.
- 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.

6.0 Terms and conditions for staff seconded outward during the secondment period

- 6.1 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.
- 6.2 Annual leave entitlements will remain unchanged, but granting of public and statutory holiday 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).
- 6.3 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.
- 6.4 Day to day management of the secondee's performance, attendance and conduct will be the responsibility of the receiving manager in the host organisation.
- 6.5 Where it may be necessary to initiate informal/formal action against a secondee, the host organisation will notify the HSE immediately. It is the responsibility of the HSE to take such action as the employer of the individual. However, 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.
- 6.6 Time spent on secondment with another organisation will not affect continuity of service.
- 6.7 The secondee will not owe any duty directly to the host organisation, beyond any duties specifically set out in the secondment agreement.
- 6.8 The host organisation will not owe any duty to the secondee, beyond any duties specifically set out in the secondment agreement.

7.0 Procedures for outward secondments

- 7.1 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.
- 7.2 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 over-riding requirement that there would be no adverse impact on the capacity of the HSE to meet operational requirements.
- 7.3 Secondments will normally last for periods of between three months and a maximum period of two years. However, secondments may be extended for a three month period beyond the maximum date agreement of all parties. The period of secondment will be agreed and clearly defined by all parties.
- 7.4 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.
- 7.5 A Secondment Agreement (model attached at Appendix I) must be completed for all secondments. The implementation of the Secondment Agreement will be formally monitored by the line manager/HR throughout the secondment period.
- 7.6 An 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.
- 7.7 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.

- 7.8 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.
- 7.9 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.
- 7.10 With regard to recoupment of superannuation costs, Department of Health Circular letter 6/2007, and any relevant updates, will apply.
- 7.11 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.
- 7.12 The host organisation will supply training and equipment necessary for the secondee to perform the duties and responsibilities effectively and efficiently.
- 7.13 Cover within the HSE for the absence of the secondee while on secondment may be arranged in accordance with the HSE's Employment Control Framework 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.

8.0 Principles to be observed for inward secondments

- 8.1 An inward secondment involves an employee from a donor organisation coming to the HSE for a temporary period.
- 8.2 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
- 8.3 The senior manager (at Area Manager/Assistant National Director level) 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.

- 8.4 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.
- 8.5 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.
- 8.5 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.
- 8.6 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
- 8.7 Secondments will normally last for periods of between three months and a maximum period of two years. However, secondments may be extended for a three month period beyond the maximum date agreement of all parties. The period of secondment will be agreed and clearly defined by all parties.
- 8.8 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.
- 8.9 The secondee will not owe any duty directly to the HSE, beyond any duties specifically set out in the secondment agreement.
- 8.10 The HSE will not owe any duty to the secondee, beyond any duties specifically set out in the secondment agreement.

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

HSE Secondment Policy & Procedure

Document reference no. CERS 2011/1 Revision no 1.7 Approval Date 22August 2011

9.0 Evaluation and review of secondment

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

10.0 Recording and reporting staff on secondment arrangements

- 10.1 Monthly reports of outward and inward secondments will be maintained within each service and will be forwarded to the appropriate Regional Human Resources Director/Assistant National Director of Human Resources, National HR Services, where a Regional Register of all secondment arrangements will be maintained. The report will include: the start date of the secondment, the name, grade, 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. Each Regional HR Director 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 the Assistant National Director of HR, Performance Management and Management Information, by the 10th day of the subsequent quarter.

11.0 Implementation Plan

This policy is implemented with effect from 22 August 2011. Any secondment arrangements entered into on or after that date must comply with the procedures set out herein.

12.0 Evaluation and audit

Area HR Directors and AND HR Shared Services 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 Corporate Employee Relations Services.

13.0 Appendix I – Model Secondment Agreement

APPENDIX I



Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive

Secondment Agreement for Outward Secondment

1. **Name of secondee:** [insert name of secondee]
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. **Name of host organisation:** [insert name of host organisation]

6. **Purpose of secondment**

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

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

7. **Secondment job title**

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

The duties of your 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 your secondment and grade and following prior consultation with you.

8. **Base**

Your base will be [insert base].

9. Hours

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].

10. Secondment period

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

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

11. 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]

12. Notice

A minimum period of one months' 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 dismissed by the HSE or 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 immediately.

13. Sickness absence, annual leave, public holidays

Arrangements for the reporting of sickness absence will be as agreed with [insert name of host organisation line manager]. The HSE's Managing Attendance Policy and Procedure continues to apply during your period of secondment.

You will retain your current entitlement to annual leave. Entitlements to public and statutory leave are subject to local arrangements.

14. Seconded conduct and performance

Any concerns regarding your conduct and performance will be brought to your attention by [insert name of host organisation] and, if necessary, will be addressed in accordance with the HSE's Disciplinary Procedure.

15. Grievances

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

16. 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].

17. 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.

18. Keeping in touch

The following arrangements will apply:

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

19. 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.

Secondees signature

Name (print):

Position:

Date:

Name (signed):

HSE Secondment Policy & Procedure

Document reference no. CERS 2011/1 Revision no 1.7 Approval Date 22August 2011