

## 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):**