

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: _____
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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. Secondee 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):