



Secondment Policy

1. Aim:

The aim of this policy is to ensure that employees on secondments within the Company are working under fair and consistent arrangements.

2. Purpose:

- 2.1 A secondment covers when an employee carries out work in a different part of the organisation for a specified period of time. At the end of the specified period, the employee will return to their original role unless otherwise agreed.
- 2.2 Secondments will be agreed for the mutual benefit of both parties. The reasons for agreement include, but are not restricted to:
 - a) Development of skills – the employee learns and develops new skills in another area of the business. They then apply these skills in their original role on their return.
 - b) Professional development – the employee experiences another area of the business and may use this to advance their career.
 - c) Project completion – the employee applies their specific knowledge to complete a special project in another part of the business.

3. Continuity of Service:

- 3.1 During the agreed in-house secondment, the employee remains employed by the Company and their continuity of service will continue to accrue. The employee may take a break from employment and, in these circumstances, shall discuss the impact of this break on their length of service with the Head of People.
- 3.2 For secondment agreements between Cognus Limited and an external company such as Sutton Council (the Local Authority), the employee remains employed by the Local Authority and their continuity of service will be preserved.
- 3.3 If an employee of Cognus Limited is seconded to an external organisation such as Sutton Council (the Local Authority), the employee will return to their substantive role within the Company at the end of the secondment and their continuity of service will continue to accrue.

4. Contractual Terms:

As legally required, employees will receive a letter containing the terms and conditions of employment that will apply during their secondment. This will include any changes to:

- a) name of employer
- b) job title
- c) rate of remuneration, the way it is to be calculated and the periods of payment
- d) hours of work
- e) place of work
- f) relevant collective agreements
- g) disciplinary rules
- f) grievance procedures.

5. Payments:

The rate of pay for the secondment will be set out in agreement provided to the employee. The employee will receive their original pay rate when they return to their original job, unless there has been a pay increase for their original role during the secondment.

6. Preparation for the Secondment:

The Company may agree for the employee to take part in training or other preparation in advance of the secondment to allow for a seamless transition. A plan will be set in place for the employee to follow and will be discussed with the employee in advance of this taking place.

7. Dissatisfaction with the Secondment:

- 7.1 In circumstances where the employee is not satisfied with the secondment, the employee should speak to their line manager for the secondment as soon as possible. The employee should contact the HR department if their dissatisfaction is not addressed.
- 7.2 During the secondment, the employee has recourse to the Company's grievance procedure in order to attempt to resolve any complaints.

8. Early completion of a Secondment:

When the secondment finishes before the specified period of time has ended, the employee will usually return to their original role. The employee may stay in their seconded role if they can carry out other work which meets the reason for the secondment. Any early completion will be discussed with the employee's line managers.

9. Extension of a Secondment:

When the work continues beyond the specified period of time, the employee may continue in their seconded role. Any extension will be discussed with the employee's original employer and line manager. An extension letter will be issued by the HR department.

10. Poor Performance during a Secondment:

10.1 While on secondment, the employee must ensure their work is carried out with reasonable care and skill.

10.2 The seconded employee will be subject to the Company's Capability Procedure during the term of the secondment if s/he performs below the required standards. This will include carrying out an assessment of:

- a) the reasons for the employee's poor performance
- b) whether any training or development is required
- c) whether poor performance is due to misconduct.

11. Return from a Secondment:

11.1 At the end of the secondment, the employee is expected to return to their original role with their original terms and conditions of employment had the secondment not taken place.

11.2 In some circumstances, the Company may be unable to reinstate the employee in their original role. In these situations, the Company undertakes to place the employee in a suitable alternative role where the employee retains the same status and terms and conditions of employment as their original role.

11.3 During the secondment, if an employee's original role becomes redundant due to organisational change, the Company will consider any suitable alternative roles in the employee's original area of work, the seconded area of work and any other suitable alternative roles within the business.

11.4 The original line manager of the seconded employee will hold meaningful consultation with the employee and the Company will allow adequate time off so the employee can participate in any consultation meetings.

11.4 If there are no suitable alternatives, the Company will follow a fair redundancy procedure.