



Document	BHCC SPFT S75
	JOINT AGREEMENT FOR CO-LOCATED STAFF
Audience	BHCC SPFT Management
	BHCC SPFT HR
Date Agreed	June 2025
Review Date	June 2026

## 1. Introduction

- 1.1. The purpose of this Schedule is to set out the basis on which Council Staff will remain employed by the Council but will be located at premises of the Trust.
- 1.2. Provisions regarding the rights and obligations of the Partners in relation to any staff who are hereafter co-located are set out in this Schedule and the relevant sections of the Agreement.

## 2. Responsibilities of Employing Organisation

- 2.1. The Employing Organisation will identify staff engaged in the direct delivery of the Services. This will include temporary staff, trainees or locums assigned to the service as well as staff in permanent positions.
- 2.2. The duration of the co-location of any Staff will be for the term of the Agreement.
- 2.3. The co-located Staff will remain employed by the Employing Organisation which originally employed them for the duration of their co-location to the Host Organisation. Throughout their co-location at the Host Organisation the Employing Organisation will remain responsible for the payment of salary, allowances, and expenses, tax, NI and pension contributions due to and/or with respect to the co-located Staff which each Employing Organisation employs.
- 2.4. The Employing Organisation will ensure that the co-located staff are cleared to carry out their full duties having undertaken all necessary pre-employment checks and having alerted the Host Organisation to any outstanding investigations. The Employing Organisation is responsible for issuing the necessary paperwork to the co-located Staff.

2.5. At the end of the co-location of Staff the Employing Organisation will be responsible for all matters relating to the employment of the Staff it employs.

## 3. Responsibilities of the Host Organisation

- 3.1. The Host Organisation will be responsible for providing the Employing Organisation(s) with all relevant management information to enable the Employing Organisation to pay the co-located staff and shall complete necessary returns e.g. sickness, maternity, other absence, and reportable incidents/accidents.
- 3.2. Staff should make themselves aware of the relevant policies from the Host Organisation (See appendix 1 in Schedule 8).
- 3.3. The Host Organisation will be responsible for ensuring co-located staff take part in an induction appropriate to their role.
- 3.4. The Employing Organisation will be responsible for ensuring all co-located Staff receive regular supervision, appraisal and development reviews.

## 4. Records

- 5.1 The Employing Organisations shall keep all records in relation to the co-located Staff which it is required by Law or this Agreement to keep and shall, upon the Host Organisation's reasonable request and subject to compliance with Data Legislation and the Data Sharing Agreement, provide the Host Organisation with access to those records including, where appropriate, the taking of copies.
- 5.2 The Host Organisation shall keep all such records as are reasonably within its possession as a result of its obligations in this Agreement and upon the Employing Organisation's reasonable request and subject to compliance with the Data Legislation and the Data Sharing Agreement, provide the Employing Organisations with access to those records including, where appropriate, the taking of copies.