**Sharing Staff: Discussion Paper**

* **What are the options for sharing staff between collaborating practices?**
  + Secondments
    - Usually short term
    - Clear where employment relationship lies
    - May be starting point which can develop into another form of arrangement
  + Joint employment
    - Usually longer term arrangement
    - Agreement between practices to assign responsibilities and liabilities
    - Potential for “primary” employer to be noted in agreement
    - Impact of termination
  + Supply of staff
    - Can be a long term agreement, covering numerous spells of cover
    - Agreement between practices would assign responsibilities and liabilities
    - If it developed that the employee was spending more time with the receiving practice, other arrangements would need to be explored
* **A collaborating group of practices (where there is no entity to employ other than one of the practices),  identifies shared employment  as a way to address a shared need for a service - what are the  issues and recommendations for managing the employment**
  + What if practices have completely different terms and conditions, what will be the applicable terms for the employee jointly employed by the two practices?
  + Who would an employee complain about a grievance too?
  + In a disciplinary situation, who would manage the process and make decisions?
  + What if one practice wanted to dismiss and the other not?
  + Employment Tribunal claims – who is the correct Respondent?
  + Where do liabilities for disputes lie?
  + What if one practice wants to terminate and the other not?
  + What if one practice wants to sell their business?

These issue could be dealt with in the joint employment contract together with a separate commercial agreement between the practices regarding the practical arrangements for pay etc

* **How to overcome issues relating to professional indemnity for a member of staff/team who is being employed by one practice but is working in a number of collaborating practices**
  + Could we seek to amend the policy definition of employee to include employees jointly employed?
  + A point to check with insurers
* **How can employment (including financial risk relating to employment liabilities) be minimised for one practice acting as lead employer, are there safeguards which we can point to which support the employing practice?** 
  + This should be dealt with in the commercial arrangement documentation between the parties
* **One practice bids to run a service on behalf of a group, to be staffed by employees from the various practices in the “group”. What happens to employment as often they “share” the staff.** 
  + This is not joint employment per se so the practice running the shared arrangement will be the employer and the employment contract could refer to the fact that they may be required to work at other practices. The advice here will depend on how long the employee spends on the service.
* **Also how does this work in terms of seeing patients that are not from their surgery? One issue is how to overcome issues relating to professional indemnity in these circumstances.**
  + This would need to be addressed in the policy definitions in relation to what the definition of a ‘patient’ is.
  + A point to check with insurers – which hopefully some of the Practices have done.