

- 1 You will be employed jointly by [the Service Provider] and [the Authority] on the terms and conditions set out in this Agreement for all matters save for the performance by you of your responsibilities identified in Schedule A to this Agreement which will be referred to as "Statutory Functions" and in relation to which you are employed solely by the Authority.
- 2 The Authority has appointed the Service Provider as its agent for all purposes pertaining to your employment and the Service Provider will accordingly act as your employer in all matters relating to your employment, save for the performance of the Statutory Functions.
- 3 All matters of discipline, grievance, capability, performance appraisal, dismissal, pay and terms and conditions of employment will be dealt with by the Service Provider, save insofar as they relate to the performance of the Statutory Functions, where all such matters will be dealt with jointly by the Authority and the Service Provider.
- 4 Applications for annual leave will need to be agreed by both the Authority and the Service Provider. Similarly, sickness absence should be reported to both the Authority and the Service Provider.
- 5 The Service Provider's employment policies and procedures in place from time to time (save where otherwise agreed between the Authority and the Service Provider) will apply in relation to all matters for which they have responsibility under clause 2 above. The Authority's policies and procedures in place from time to time will apply in relation to all matters relating to the performance of the Statutory Functions.
- 6 The Authority will be liable to you for the payment of your salary in relation to the performance of the Statutory Functions and for accounting to the Local Government Pension Scheme, but for the purposes of making payment, the Authority and the Service Provider have agreed that the Service Provider shall have responsibility for making such payments.