



Directorate of Education and Corporate Services

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# **Human Resources Service Level Agreement**

**2021/2022**

## Human Resources Service Level Agreement 2021/2022

<b>Service Area:</b>	<b>Directorate:</b>
Human Resources	Education & Corporate Services

<b>Parties:</b>	<b>School:</b>
Caerphilly County Borough Council, Human Resources	

### Aims and Approach of Service Delivery

This Agreement covers the provision by the Contractor to the Client of A Human Resources (HR) service as detailed in this SLA.

The Parties to this Document agree that the Services included in the "SUMMARY OF SERVICES" illustrate the overall services provided by the Contractor, and agree that the Client will not necessarily require or call upon all of the listed services from the Contractor.

The services and costs associated with the SLA are based on the school using all corporate systems, documentation and the latest recommended policies. Where a school chooses to use different systems, documentation and/or different or outdated policies, that directly or indirectly impact on the service provision as defined in the SLA, then it may not be possible to offer the standard SLA and the negotiation of separate HR SLA's will be considered. It should be noted that in these circumstances, where a separate SLA does not exist, no support is able to be offered to schools for issues that arise which would require the use of a different system, documentation or management via a different or outdated policy.

The advice provided to schools is given in line with employment law and the Human Resources policies adopted by the school. When advice has been offered by an officer of HR, it is provided in the best interests of the school. Should the school or the governing body feel that this advice does not support the decision of the school, the school may be financially liable for future claims against them.

The members of HR are headed up by a team of professionally qualified staff who are committed to providing a comprehensive human resource service to Head teachers, Governors, Senior Managers and individual members of school based staff, which complies with employment law, council policies, HR procedures, contractual obligations and professional standards.

### Duration of agreement:

This agreement will commence on the **1<sup>st</sup> April 2021 and end on 31<sup>st</sup> March 2022**

<b>Cost of Service:</b>	<b>Primary Cost</b>	<b>Secondary Cost</b>
	£3989	£6567

<b>Contacts:</b>

<b>Arbitration Procedure:</b>
<p>In the event that the Contractor fails in the Client's opinion to perform in accordance with the terms of this Agreement the Client shall detail the failure in writing to the Contractor. The Contractor will use every endeavour to remedy the breach, but if the breach is not remedied, or not accepted by the Contractor as a breach, then the dispute shall be referred to a mutually agreed arbitrator to determine whether the failure exists and to recommend such remedial action as may be appropriate.</p> <p>Any formal contact under the terms of this part of this Agreement shall be between the Head of People Services i.e. the Division Manager of the Contractor and the Client.</p>

<b>Service Function:</b>
<p>The HR service aims to provide a professional HR support service for Head Teachers and Governing Bodies to assist in managing HR issues within their schools.</p>

<b>Performance Targets:</b>
<p>HR matters will be dealt with in line with adopted procedures and consideration will always be given to legislative requirements.</p> <p>Officers will strive to provide a professional service at all times and HR will welcome the outcome of the annual Customer Satisfaction Questionnaire.</p>

<b>SUMMARY OF SERVICES:</b>
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<b>1 Advertising</b>
<p>HR will provide the following;</p> <ul style="list-style-type: none"> <li>Assistance in drafting and checking adverts</li> <li>Advice on appropriate publications to meet target groups</li> <li>Negotiation of compensation when errors occur in the publication of external advertisements</li> <li>Administration of internal advertising recharge system</li> <li>Inclusion in relevant internal circulars, intranet, internet, job centres as appropriate</li> </ul> <p>Costs will be dependent upon whether the advertisement is placed internally or externally, size of advert, publications used, block advertisements, or individual</p>

	<p>advertisements.</p> <p>Welsh medium schools will be required to submit advertisements to the Division in a bi-lingual format. This is to ensure that officers are able to screen the advertisement, prior to placement, as is the practice with English medium adverts, for compliance with employment legislation.</p>
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<b>2</b>	<b>Recruitment and Selection</b>
	<p>The provision of advice and administrative support to Schools and Governing Bodies on issues relating to recruitment and selection. This would include advice on appropriate appointment procedures, safeguarding matters, candidate eligibility issues, equal opportunity and equal pay issues.</p> <p>HR will offer telephone advice and administrative support on the aforementioned recruitment and selection-based issues, including the processing of all the necessary checks i.e. Disclosure and Barring; professional registration; medical; qualifications etc. References will only be sought when specifically requested by the school. At the request of the school, HR will attend shortlisting and appointment meetings for the purpose of offering HR advice. They will not however provide a clerking service or be responsible for escorting candidates at appointment meetings between offices or locations.</p> <p>For Head Teacher and Deputy Head Teacher appointments, HR will receive and distribute application forms, seek references for shortlisted candidates, ensure candidates are familiar with arrangements for the selection procedure and notify the successful and unsuccessful short-listed candidates of the outcome. The team will attend meetings with the Appointment Panel where requested.</p> <p>In order to ensure that HR are able to check the eligibility of candidates once it receives the recruitment file from the Central Recruitment Team and is able to undertake the necessary photocopying, sets of application forms will not be available to the selection panel members or the Directorates professional adviser any earlier than 3pm on the Tuesday following the closing date. (Timescales will be adjusted accordingly where Bank Holidays occur.)</p>

<b>3</b>	<b>Managing Sickness Absence</b>
	<p>The provision of advice and administrative support regarding sickness absence management. This would include issues regarding Disability Discrimination, reasonable adjustments, implementation of the Authority's recommended Managing Sickness Absence Policy, support with referrals to the Authority's Occupational Health department, referrals to independent medical practitioners, and where necessary, accompanying a member of staff from the school when they undertake welfare visits.</p> <p>HR will offer telephone advice and administrative support to Headteachers, staff and Governing Bodies. HR will offer attendance by an officer from HR at the formal stages of the procedure to support the Headteacher or nominated officer and the Governing Body.</p> <p>N.B. Where schools have chosen not to purchase the Central Payroll SLA and have negotiated a separate HR SLA, they will need to ensure that the Division is provided with</p>

	<p>all necessary information in a format acceptable to the Division to enable them to offer advice on the management of attendance.</p> <p>Schools will need to consider their Health and Safety SLA when dealing with employee assessments/return to work assessments.</p>
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<b>4</b>	<b>Redundancy/Redeployment</b>
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	<p>The provision of advice and administrative support on procedural and legal issues, on consultation with staff and unions, counselling staff, attendance at Governing Body meetings, and where appropriate the representation of the Governing Body at Employment Tribunals.</p> <p>HR will offer telephone advice and administrative support to Headteachers, staff and Governing Bodies. At the request of the School, HR will attend the formal consultation meetings with staff and the appropriate Governing Body meetings. HR will respond to all reasonable requests timewise. Any additional support required by the school, including attendance at additional meetings will be offered on a pay as you use basis.</p>
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<b>5</b>	<b>Workforce Flexibility</b>
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	<p>Where Governing Bodies have to reduce staffing levels, the Local Authority will, where appropriate, co-ordinate a redeployment programme.</p> <p>However, successful cross matching within schools will be dependent upon Governing Body approval. Where legislation and / or finances permit, programmes will be considered which avoid the need to action compulsory redundancies.</p>
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<b>6</b>	<b>Discipline and Grievance</b>
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	<p>The provision of advice and administrative support on issues relating to alleged misconduct, grievances and when appropriate, poor performance, together with advice on procedural matters.</p> <p>HR will provide telephone advice and attend investigatory meetings to assist the investigating officer, consultation with staff and their representatives and attendance at Disciplinary/Grievance sub committees and appeal hearings should it be required. HR will attend Employment Tribunals. HR will respond to all reasonable requests time wise. Any additional support required by the school will be offered on a pay as you use basis.</p>
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<b>7</b>	<b>Performance Management</b>
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	The provision of advice and guidance to Headteachers and Governors regarding procedural issues relating to Performance Management.
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<b>8</b>	<b>Poor Performance/Capability</b>
	<p>The provision of advice and administrative support on all procedural issues relating to the management of poor performance, consultation with staff and trade unions, liaison with the Advisory Service. Advice in relation to standards should be sought from the appropriate service area.</p> <p>HR will offer telephone advice and administrative support. The HR service will offer officer attendance at meetings with Headteachers, staff and their representatives for the purpose of offering HR advice and guidance to those involved in the process. HR will respond to all reasonable requests time wise. Any additional support required by the school will be offered on a pay as you use basis.</p>

<b>9</b>	<b>Gradings and Job Descriptions</b>
	Provision of advice and administrative support on job evaluation, job descriptions, staff structures, consultation with staff and unions as required.

<b>10</b>	<b>Development of Core HR Policies</b>
	The development and review of Core HR policies on all areas of HR management. To include consultation with Headteachers, staff, unions and other agencies and where appropriate, the provision of training for Headteachers, staff and Governors on implementation of new policies.

<b>11</b>	<b>Assessment of Salaries/School Grouping</b>
	<p>Provision of telephone advice and guidance and administrative support on salary assessments and school groupings and the interpretation of any appropriate national guidance will be included in the service.</p> <p>HR will offer officer attendance at Pay Review Panel meetings and Governing Body meetings to provide procedural advice relating to these issues.</p>

<b>12</b>	<b>Staff Disputes</b>
	<p>Provision of advice and support in relation to interpretation of Caerphilly County Borough Council's HR recommended policies adopted by the school, provision of conciliatory role. HR will offer telephone advice and admin support. HR will offer officer attendance at meeting with Headteacher, staff and their representatives for the purpose of offering HR advice and guidance. HR will respond to all reasonable requests time wise, any additional support required by the school will be offered on a pay as you use basis.</p>

<b>13</b>	<b>Collective Employment Relations</b>
	To undertake regular consultative meetings with representatives of both teaching and support staff, in order to provide a forum to debate with and inform representatives of

	all staff of any issues likely to affect the Directorate.
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<b>14</b>	<b>Staff Welfare</b>
	<p>The provision of a first line counselling and advisory service to staff in relation to sickness, and colleagues following a death in service, to members of staff affected by a traumatic incident.</p> <p>Schools buying into the SLA will have access to the Caerphilly Employee Assistance Provider i.e. Care First. Care First offers an independent and completely confidential advice, information and professional counselling service and operates 24 hours a day, 7 days per week.</p>

<b>15</b>	<b>Statistical Information</b>
	The compilation and submission of HR related statistical information to external agencies, including Welsh Government, Education and Workforce Council, Department for Education and Teachers Pensions.

<b>16</b>	<b>Conditions of Service</b>
	Provision of administrative support on the interpretation of nationally and locally agreed terms and conditions of service and employment legislation, including flexible working, “family friendly” policies, pensions etc.

<b>17</b>	<b>Liaison with Payroll/Pension Function</b>
	<p>Notification of new starters and all changes in employment details or contractual variations.</p> <p>It is the responsibility of the client to provide all the necessary, accurate information and documentation within the specified timescales and in a format acceptable to the Contractor to enable the services detailed in this agreement to be provided. Where documentation is received after a payroll deadline, it may not be actioned and there is no guarantee that an emergency cheque/CHAPS payment will be issued. There may be a charge for issuing an emergency cheque.</p> <p>Where the late receipt of documentation results in an overpayment, the LA will take no part in negotiating the recovery of the overpayment. Where documentation is received which is incomplete or incorrect it will be directed back to the school for completion/correction. If this results in the late receipt of documentation then the information outlined above relating to under and overpayments will apply.</p> <p>Schools are expected to forward information relating to structural changes to HR in advance of the point of change to ensure accurate records are maintained.</p>

<b>18</b>	<b>HR Administration</b>
	Notification of/confirmation to staff of variations to their contract of employment, and various issues relating to their national and local conditions of service, including matters such as maternity leave, flexible working etc.

<b>19</b>	<b>Completion of Salary Enquiry Forms</b>
	Completion of documentation regarding mortgage enquiries, Department for Work and Pension benefit claims, personal pensions, etc.

**PAY AS YOU USE SERVICES**

<b>20</b>	<b>Governing Body Meetings</b>
	<p>Attendance at Governing Body meetings where HR issues are being considered over and above statutory requirements and for those specific purposes which have already been identified elsewhere in the SLA.</p> <p>Costs will be £243 per Primary School/£425 per Secondary/Special School meeting. At least two weeks notice will be required by the Division and attendance will be dependant upon other commitments of staff within the Division. The Division Manager will determine which of the Division's staff will attend.</p>

<b>21</b>	<b>Development of Alternative Policies</b>
	<p>Where Governing Bodies have chosen not to adopt policies recommended by Caerphilly County Borough Council, assistance can be offered to schools and Governing Bodies in developing alternative policies, providing they follow the principles of Caerphilly County Borough Council policies and comply with employment law. It will be expected, however, that the negotiation of the policies with staff and their representatives will be undertaken by the school.</p> <p>Telephone advice and guidance will also be offered on the interpretation and implementation of such policies. However, it should be noted that any actions taken by the school/governing body under such policies are done so in the knowledge that divisional staff can only support those policies recommended by the Council. Costs for this service will be dependent upon resources required to develop alternative policies.</p>

<b>22</b>	<b>Governor Training</b>
	The provision of training to governors over and above that which is legally required or identified earlier in the SLA on both "HR" related issues and health and safety issues e.g. Risk Assessments. Issues that will be considered when determining cost will include volume of training required, grade of staff identified to deliver training (to be determined by HR Manager), timing of training sessions etc.

<b>23</b>	<b>Staff Training</b>
	<p>The provision of training to groups of staff (maximum 15 per session) over and above that which is legally required or identified in the SLA for "HR" related issues. The training will be offered on a half-day or full day basis. A half-day session will be for 3½ hours and will be charged at a rate of £161, a full day course will last 7 hours and will be charged at a rate of £320.</p> <p>The training will normally take place on the school premises. Additional costs will be</p>



incurred by the school/governing body if another location is used.

## **QUALITY STANDARDS AND PERFORMANCE CRITERIA.**

### **TIMESCALES**

The Contractor will deal with all matters on behalf of the Client in an expeditious manner taking into account the nature of the matter and current corporate priorities.

Where a statutory or mandatory timescale applies, the Contractor will deal with all matters on behalf of the Client in compliance with such timescale except where prevented from doing so by matters outside the control or influence of the Contractor.

### **PERFORMANCE**

The Contractor will ensure that work performed on behalf of the Client is monitored so as to:

- a) ensure that the service is of an acceptable standard;
- b) ensure that time recorded as work done for the Client is properly allocated to the Client;
- c) ensure that time is not unnecessarily spent on the Client's matters.

The Contractor will ensure that the Service is of a sufficient standard in terms of quality and effectiveness and will ensure that any budgetary or time constraints agreed with the Client for any particular matter or project are complied with.

The Client will make provision in the Client's Estimates for the current financial year in accordance with the Council's normal estimating and recharging process and will be assumed by the Contractor to have made a financial provision for the estimated cost of the Service as agreed between the parties to this Agreement.

The Contractor will secure checks to ensure standards are maintained. Accordingly, quality audits will be carried out.

The Client will ensure that any matter affecting the instructions to the Contractor, or affecting or potentially affecting the conduct of the matter, is notified forthwith to the Contractor.

### **RESPONSE TIMES**

- (a) Correspondence will be acknowledged within seven working days, with a substantive reply within fifteen working days, except where the exigencies of the case require an urgent response.
- b) The Client will receive copies of all relevant correspondence - both letters sent and received.
- c) Telephone calls from the Client will be returned the same day, if at all possible.
- d) Letters will be written in plain and succinct language.

e) A progress report is to be given to the Client at least every two months where there is not activity on the file during that period.

#### **CLIENT RESPONSIBILITIES**

The Client has an obligation to check all information delivered under this agreement. If there are issues with regard to this, no compensation will be awarded to schools when the information is amended. It is the responsibility of the Client to provide all necessary, accurate information and documentation within the specified timescales and in a format acceptable to the Contractor to enable the services detailed in this agreement to be provided as agreed.

Headteachers and Governing Bodies must ensure that where they have adopted a recommended policy, it is implemented appropriately and consistently. Failure to do so will negate the effectiveness of the policy and potentially lay the school open to challenges of victimisation, harassment and discrimination. In this regard, no liability will be accepted by the Authority for any actions taken or awards granted against the Governing Body as a result of a misapplication of an adopted recommended policy. Where Headteachers and Governing Bodies fail to appropriately and / or consistently apply an adopted recommended policy, advice will only be offered to resolve any situations that arise on a 'pay as you use' basis.

#### **VARIATION AND TERMINATION**

- a) This Agreement may be varied at any time by the mutual agreement of both parties.
- b) In the event that the Contractor fails in the Client's opinion to perform in accordance with the terms of this Agreement, the Client shall detail the failure in writing to the Contractor and the Contractor will make every endeavour to remedy the breach. If the breach is not remedied and is fundamental to the provision of services, the Client may, upon giving two month's notice to the Contractor, terminate the provisions of this Agreement.

Any arbitration provision contained in this Agreement applies to the effect of this clause