

EK Housing

East Kent HR Shared Service

Service Level Agreement

Version Control

Version	Date	Comments	Name
1	21-1-11	First draft	JH
<u>2</u>	<u>21-2-11</u>	<u>Review</u>	<u>David Willis</u>

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1. Agreement details

1.1 Objective of the agreement

The service level agreement describes the services to be provided by the East Kent HR partnership to [East Kent](#) Housing in respect of Human resource and personnel services. The underlying assumption in developing this agreement is that:

- i). the level and nature of the service shall be equally to and no less than the service provided to the Landlord services/ Housing management and Maintenance teams prior to the establishment of EK Housing, [in line with the service level agreement adopted by the East Kent Joint Arrangements Committee on behalf of Shepway, Dover and Thanet district councils and Canterbury City Council.](#)
- ii). the costs of the service shall be no more (save any adjustments for inflation as agreed) than the costs charged to the Landlord service in the year before the establishment of EK Housing and the basis upon which the charge shall be calculated should be the same as that applied to other council departments using the same service.

This agreement is for the provision of human resource and personnel services and includes the following elements:

- Strategic HR Advice
- Professional HR Advice and information
- Learning and Development
- Recruitment
- Pre-employment checks
- Appointment of new employees
- Contractual amendments/changes
- Maintenance of employee records
- Input to Development and implementation of corporate/ directorate policies
- Sickness and Absence management
- Support to Restructuring/ Change management
- Personnel Administration
- Termination/Leavers
- Advice and information
- Consultation Forums

- Compensation and Benefits
- Payroll (may require separate contract with KCC as provider)

1.2 Parties to the agreement

This agreement is between East Kent Housing and the East Kent HR partnership for human resources and personnel services received on behalf of Canterbury City Council, Dover District Council, Shepway District Council and Thanet District Council.

1.3 Nominated role responsibilities for this agreement

East Kent HR Partnership: Head of East Kent Human Resources
East Kent Housing: Director of resources

Operational liaison

East Kent HR Partnership: Case and Consultancy Manager
East Kent Housing: Area Director

1.4 Period covered by this agreement

This agreement covers the period from 1st April 2011 to 31st March 2013, subject to review in September 2011 for the 2012/13 year.

1.5 Termination

The agreement can be determined by either party in writing with a minimum of nine months notice after 1 April 2013, or by mutual agreement confirmed by the respective Boards prior to 1 April 2013.

1.6 Dispute resolution and escalation

Every effort will be made by both parties to resolve disputes and other problems through informal processes and existing communications and liaison channels. Should formal disputes resolution be required it will be in accordance with the provisions of Clause 67 of the Management Agreement, appended as Appendix 1.

1.7 Procedures for amending the agreement

The agreement can be amended at any time with the agreement of both parties. Any amendments will be reflected in the body of the agreement which will be re-issued. The amended agreement will become effective once it has been signed by an authorised officer from both the council and East Kent Housing

1.8 Signatures

This agreement has been entered into by both the council and East Kent Housing as attested to by:

Name:

Name:

.....

.....

Interim Managing Director
East Kent Housing

Head of Service
.... City/District Council

2. The Services and charges

2.1 Service standards and responsibilities of each party

Service Function	EKH Responsibility	Service Standard
Strategic HR Advice	To invite HR to attend meeting and receive advice on key workforce strategies and issues	Provide advice on Policy Development, Workforce Strategies and other key issues. Attend management team meetings and committee meetings in each of the partner authorities as agreed.
Professional HR Advice and information	To allow HR to have access to staff and necessary systems	Case management and day to day ad hoc queries.
Learning and Development	To work with HR in the provision and development of training for all staff.	Provide Corporate and Bespoke Training Service.
Recruitment	Work with HR to provide accurate and timely information when recruiting staff.	Provide a complete recruitment administration support service from advertising to appointment. Advise Managers and respond to queries. Manage the Advertising Agency contract.
Pre-employment checks	To allow HR full access to staff and to comply with all statutory checks and references where necessary.	Requesting of employment references, pre-employment health screening, Criminal Record Bureau checks and other checks as relevant to the type of position.
Appointment of new employees	Provide information and access to new employees upon request.	Production of offer letters and employment contracts and set up of personnel records – both manual file and computerised (HR/Payroll system).

Contractual amendments/changes	To pay due attention to, and to provide any information in relation to contractual amendments or changes.	Production of contract variations and amendments to personnel record as required – both manual file and computerised (HR/Payroll system)
Maintenance of employee records	To provide HR with accurate and up-to-date information for the maintenance of employee records.	Update employee records in accordance with authorised instructions.
Input to Development and implementation of corporate/ directorate policies	To actively consult and seek contributions from HR when developing or implementing said policies.	Contribute to corporate/directorate policies to ensure that requirements and input from HR Shared Services is taken into account. Provide feedback regarding the implication and issues regarding implementation.
Sickness and Absence management	Comply with HR policy and procedure with regard to the accurate monitoring of sickness and absence management.	Provide access to management reports and support for managers on sickness absence. Input sickness absence where self service is not available. Input all other absence (not sickness) in accordance with authorised instruction for areas where self service is not available.
Support to Restructuring/ Change management	Provide any information and explanation considered necessary concerning any restructuring matter under consideration.	Provide administrative support and HR advice to restructuring and change management to ensure that all HR issues are properly addressed.
Personnel Administration	To allow HR full access to staff in relation to the issue of notices, terms and conditions and other notifications.	Issue notices and keep records of general correspondence on terms and conditions and pension notifications to groups of the workforce
Termination/Leavers	Comply with agreed process in relation to the termination of employees	Administration of necessary processes associated with termination of employment as per the agreed process.
Advice and information	Assist in the facilitation of access to information and advice for day to day queries.	Respond to day to day ad hoc queries for advice regarding terms and conditions.
Consultation Forums	Invite HR to attend consultation forums.	Attend the various staff consultation forums in each authority as agreed to provide advice and guidance
Compensation and Benefits	Assist in the facilitation of access to information and advice in relation to compensation and benefits.	Pensions advice and administration including costs for early retirement, exercise of discretions, request for early release of benefits, JE administration, salary sacrifice and other staff benefit schemes
Payroll	Provide necessary access to staff and facilities so that the management of the payroll service can be maintained.	Manage ongoing relationship with KCC on delivery of the payroll service

2.2. Pricing

The total cost for the services describe in 1.1 & 2.1 above for the year 2011/12 will be £xx,xxx

2.3 Variations and procurement of additional services

Extensions to the availability of services indicated in 3.2, and level of services indicated in 2.1, will be provided where the council agrees. In order to facilitate the arrangement of such extensions requests should be submitted to the council at least 10 working days in advance of the requirement. The council will formally advise East Kent Housing of rates for extensions to services. The actual price to be charged for any particular extension will be subject to confirmation at the time the request is made.

2.4 Payment arrangements

WE ARE LOOKING AT MORE STREAMLINED PROPOSALS FOR PAYMENTS WITHIN THE NEW ACCOUNTING PACKAGE EKH WILL HAVE NOW NO PARTNER LA WILL BE FINANCIAL HOST

Deleted: The council will invoice monthly for the services of a variable nature provided in the month. This invoice will be raised within 30 days of the end of month to which the services relate. Block Fee services will be invoiced monthly in advance as part of a consolidated block fee invoice. East Kent Housing will pay all invoices within 30 days of receipt, unless disputed. Any disputed charges must be raised within 10 days with the council's ALMO Client Monitoring Officer.

3. Performance levels

3.1 Target performance levels

Performance standards are as set out in the service level agreement adopted by the East Kent Joint Arrangements Committee on behalf of Shepway, Dover and Thanet district councils and Canterbury City Council.

Deleted: in the schedule at 2.1 or in the absence of any such standard will be assumed to be the same as exists prior to this agreement. i.e. the same service levels as enjoyed by the housing service prior to its transfer to East Kent Housing

The Council and East Kent Housing will work to refine and develop the service specification and performance standards during the course of this agreement

4. Performance monitoring

4.1 Arrangements for monitoring and reporting

Routine liaison over the services provided with in this agreement will take place between the Area Director for East Kent Housing and the Case and Consultancy Manager

Any variations and significant performance issues will involve a meeting between the Director of Resources (East Kent Housing) and Head of East Kent Human Resource Partnership

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The agreement and the performance of both parties will be subject to a formal annual review during the third quarter of the Year

5. Appendices

Appendix 1: Clause 67 of the Management Agreement

Appendix 2 Estimated SLA costs 2010/11

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Appendix 1 – Clause 67 of the Management Agreement

67 Dispute Resolution (NEED TO TIDY UP NUMBERING)

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- 67.1.1 Save as otherwise provided in this Agreement, in the event of any dispute between all or any of the parties arising out of or in connection with this Agreement the parties to such dispute shall, in the first instance use their reasonable endeavours to resolve it amicably between them in accordance with the procedure set out below:
- 67.1.2 Stage 1: Representatives of the parties in dispute (being the officers having day to day responsibility of the area which is the subject of the dispute) shall meet within 3 Working Days. If they are unable to agree a unanimous resolution at such meeting or if there shall be no appropriate officers of each of the parties available to attend such meeting then move to Stage 2,
- 67.1.3 Stage 2: The Chief Executives of each of the parties in dispute or their nominated deputies shall meet within 3 Working Days.
- 67.1.4 In seeking to resolve any dispute considered under Stage 1 or Stage 2 the parties shall apply the following principles:
- (a) A spirit of mutual trust and co-operation,
 - (b) Both parties shall bear their own costs,
 - (c) Any unanimous decision shall be implemented.
2. Disputes remaining unresolved after following the procedure set out in clause 1 shall be referred back to the Councils' Representative whose decision shall be binding on the parties.¹
3. The result of any dispute resolution procedure under this clause shall be final and binding on both parties (save in the event of fraud or a mistake in law or material fact) and shall where necessary be reflected in a variation to the current Delivery Plans to the extent relevant.
4. Until such time as a dispute between the parties is resolved the Organisation shall continue to perform the Services in accordance with this Agreement.

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¹ This helps, we believe, to satisfy 'Teckal'. The alternative is to allow Expert Determination for some disputes. We look forward to receiving instructions.

