

Service Level Agreement

The Provision of Temporary Workers

1. Introduction

This service level agreement outlines the services, processes and standards in relation to the Services to be provided pursuant to the contract between Docklands Ltd ("the Contractor") and [insert Contractor's name] ("the Client") and dated [insert date of the Contract] ("the Contract"). The Contractor will be providing Temporary Workers.

[The terms of this agreement will be used along with any key performance indicators as the basis against which the service is monitored and reviewed. This service level agreement will remain in place for the duration of the Contract and will be changed or modified by agreement by both organisations in writing after regular reviews. Such changes will become part of this agreement. It does not form part of the Contract.]

2. The Service

The Contractor will install and manage a suitable computerised system to manage the vacancy, booking, timesheet and invoicing processes on behalf of the client.

The Contractor will put in place an account management team that will be responsible for the implementation and service of this contract. The team will also be responsible for developing and maintaining the relationship with the Client.

The Contractor will be expected to manage the following activities:

- Filling temporary bookings
- Adhering to the agreed selection criteria for all temporary workers. The selection criteria will be based upon the needs of each job along with the quality checking criteria as outlined in 5(d) in the Service Level Agreement. The Contractor will undertake regular audits to monitor the quality checking of temporary workers.
- Managing sickness and holiday cover for the temporary staff in post.
- Managing the timesheet process
- Dealing with, and supporting the Client's Manager, in dealing with any performance or disciplinary issues of temps that are placed. The on-site Account Manager will liaise with the Client and the temp to help resolve any issues.
- Attending the contract and service reviews with the Client
- Provide management information and reports
- The Contractor will review rates and charges and will ensure a competitive pricing structure is achieved and the majority of registered vacancies filled
- The Contractor will hold regular (not more than quarterly) margin reviews with the Client to determine that margins are set at a realistic level within the market.
- The Contractor will ensure compliance with the Race Relations Act 1976 and the Amendment Act 2000 and have due regard to the need to eliminate unlawful discrimination, promote equality and good relations between people of different groups, as well as confirm to other diversity legislation

3. The Client's Commitments

The Client will be expected to complete the following activities:

- Commit to give access to appropriate information as requested by The Contractor. Each party agrees that it shall not disclose to any third party any information confidential to the other including, without limitation, information concerning trade secrets, methods,

processes or procedures or any other confidential business or technical information of the other party ("Confidential Information") which it learns during the course of its performance of this Agreement without the written consent of the other party except to the extent that any such Confidential Information (i) is in the public domain (ii) is independently developed by the other party (iii) is already in the possession of such party prior to disclosure (iv) is rightfully received from a third party not under a confidential obligation to the first party, or (v) is legally required to be disclosed by the receiving party.

- Give feedback on CV's within 2 – 3 days.
- Give feedback on interviews within 24 hours
- Attend 6 monthly Managers forums with the aim of promoting the contract, answering any queries that have come up and making Managers aware of any new types of reports that can be produced.
- 30-day payment terms for all undisputed invoices

4. Formal Review Meetings

Meeting frequency

Attendees

Annual Contract Review

All clients in the contract
Account Teams for all clients
CLIENT HR Director

Six Monthly (if required)

CLIENT Account Team
CLIENT Contract Manager
CLIENT HR Director
Suppliers under this agreement

Quarterly Reviews
(requested)

CLIENT Account Team from
CLIENT Hiring Managers (as
CLIENT Contract Manager
CLIENT HR Director

5. Temporary Workers

a. Bookings

The Contractor will ensure that new vacancies are entered appropriately on to the Vendor Management System and to upload the details of suitable temporary workers. The Contractor will ensure quality by conducting audits of references, eligibility to work in the UK etc.

b. Management of Temporary Workers

The Contractor will ensure that regular progress checks are undertaken with the temporary worker to ensure that the Temporary Workers meets the client representative's expectations as part of the audit process.

c. Response times

The Contractor will work towards the following key performance indicators.

| Service | Performance standard |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Contractor will confirm with the Manager the timescales for recruitment when taking the vacancy. | During the course of a contract year The Contractor shall fail to meet these timescales on no more than 10 occasions. |
| Filling a new vacancy for the agreed start date. | During the course of a contract year, no more than 10 Temporary Workers shall be placed outside the agreed start date. |
| Unplanned turnover of Temporary Workers | During the course of a calendar month unplanned turnover of temporary workers shall be no more than 5%. |
| Completion of first working week of appointment to the client. | During the course of a contract year no more than 5% of Temporary Workers shall fail to complete the first full week of their appointment. |
| Sickness | During the period of their appointment temporary workers shall be expected to achieve at least 90% attendance. |
| Completion of assignments to contractually agreed end dates | More than 90% of assigned Temporary workers must complete to agreed end dates. |
| Access to information as requested from time to time by the CLIENT Contract Manager and the Authority's HR function. This will include, but not be limited to, equal opportunities reporting on temporary workers, cost savings and spend reports. | For standard reports – immediately, non-standard reports – 72 hours. |
| Induction | On-site Account Manager will meet all new starters to conduct a meet and greet, show the facilities etc. Health and safety will remain the clients responsibility. |

d. Selection process for Temporary Staff

The Contractor will ensure that they comply with the following recruitment selection processes:

- Temporary workers must be interviewed face-to-face where possible, (if not possible, a telephone interview must take place) by a suitably trained and experienced member of the supplier's staff. This is to ensure that temporary workers are suitable for the position applied for and that they meet the requirements of the relevant job specification. All audit feedback will be made available to Client
- Temporary worker approval must be obtained for the Contractor to have the "right to represent" the temporary worker for each vacancy.
- At least two satisfactory written references must be obtained prior to commencement of work which involves contact with children or vulnerable adults, such references must be provided on referees' headed note paper and/or stamped with the company's official stamp
- References must relate to at least the previous three years and are not acceptable from relatives
- In the event no previous employer being able to provide references they must be obtained from educational establishments, professional individuals and/or from organisations where such persons have been employed in a voluntary capacity. If the Contractor has taken all reasonably practicable steps to obtain such references but has been unable to comply fully with these requirements the Contractor must inform the Client who will decide whether the Temporary Worker is suitable.
- Temporary workers must be eligible to work in the United Kingdom. Eligibility to work in the UK must be confirmed with original copies of the appropriate documentation before submission of a temporary worker. Appropriate documentation means a copy of the documents listed by the Home Office guidance as being acceptable for the purposes of claiming a defence against a breach of section 8 of the Asylum and Immigration Act 1996.
- Criminal Records Bureau (CRB) & Baseline Security checks will be obtained where requested by the client at the point of vacancy registration.
- Protection of Vulnerable Adult (POVA) Checks will be obtained where requested by the client at the point of vacancy registration.
- The Health Declaration for Agency Staff questionnaire will be completed and returned for every temporary worker within Social Services before they are placed on an assignment.
- The Contractor will undertake all the relevant checks to ensure the suitability of each temporary worker submitted, and all relevant checks and proofs must be in place before a temporary worker is placed on assignment with the client. These will be held by the supplying Agency and The Contractor.

e. Holiday Pay

PAYE temporary workers are entitled to 4 weeks leave under the Working Time Regulations. The Contractor will ensure that they adhere to the relevant legislation.

f. Statutory Sick Pay and Statutory Maternity Pay

The Contractor will ensure that temporary staff are entitled to their statutory rights to both SSP and SMP as and when required.

g. Health and Safety

The Client takes responsibility to ensure that all temporary workers are aware and adhere to all health and safety procedures on a day to day basis as laid down by the Client.

| (On behalf of the Client) | (On behalf of The Contractor) |
|----------------------------------|---------------------------------------|
| Signe d _____ | Signe d _____ |
| Name _____ | Name _____ |
| Job Title _____ | Job Title _____ |
| Date _____ | Date _____ |