

West Midlands Region

**Memorandum of Understanding for the Provision
of Agency Social Work Professionals into
Children's Services**

1st September 2022

Underlying principles of this agreement

Our aspiration is to reduce reliance on agency workers and manage the associated payrate pressures with the desired outcome to increase and retain a consistent and high quality permanent workforce for the benefit of children and young people across the region.

There is an agreed commitment across the West Midlands to support and implement the MOU with integrity, transparency and equity.

Directors of Children's Services and Assistant Directors commit to implementing the MOU in their own service, and to holding their peers to account through honest and direct discussion of any issues arising.

1 Introduction

- 1.1 The Memorandum of Understanding for Managing the Demand and Supply of Children's Social Workers was first implemented in January 2015 under the title 'Protocol for the engagement of Social Work Agency Staff'.
- 1.2 It was signed by all 14 local authorities within the region. Since its implementation, there have been several reviews of the document and updates on activity and usage of the protocol including the addition of new parties to the MoU (Childrens Trusts).
- 1.3 This Memorandum of Understanding brings together elements of the original document and its updates. It will replace the original protocol and future updates will refer to this document. This work is being co-ordinated by West Midlands Employers on behalf of West Midlands ADCS Network through the employment of a (part time) Agency Resourcing Lead (ARL).
- 1.4 This memorandum applies to both existing and new agency workers placed in Local Authorities across the region unless stated otherwise.

2 Effective date of implementation

- 2.1 This updated Memorandum of Understanding will take effect from 1st April 2022 and pay rates will reviewed annually in line with local government pay awards (see section 5.1).

3 Scope

- 3.1 The scope for this Memorandum of Understanding covers children's social worker roles for agency supply, from post ASYE year to Team Managers and IROs.
- 3.2 The scope of this Memorandum of Understanding refers to all temporary workers that are placed at or working on cases for West Midlands Councils / Childrens Trusts.
- 3.3 There is a separate permission process in relation to project teams and managed services.

Social work managed team vs Project team;

Project team - They are only classified as a project team where a specific team of social workers and a manager are recruited via an agency to achieve an intended outcome. Workers must be recruited from outside of the West Midlands, with the permission of Directors of Children's Services' or equivalent.

Social Work Managed Team – A team of social workers that are recruited via an agency, but are managed by the recruiting local authority. Workers must be

recruited from outside of the West Midlands, with the permission of Directors of Children's Services' or equivalent.

4 Governance

- 4.1 The Directors of Children's Services will be accountable for ensuring that their Service Managers and Directors/Heads of HR and agency suppliers adopt the protocols.
- 4.2 West Midlands ADCS Network will be responsible for document updates and issuing both local authority exemptions and agency suspensions. This process will be supported and managed by the ARL (employed by WME) who will work with councils and agencies to resolve issues before escalating / reporting to ADCS. An exemption request list will be circulated for update one week prior to workforce workstream meetings for monitoring within meetings and will be shared with West Midlands Employers for reporting as per 4.3.
- 4.3 West Midlands Employers will provide reporting in line with workforce workstream occurrence (currently 6 weekly) to the Directors and Assistant Directors of Childrens Services on the use of the MoU, exceptions, breaches and other key workforce statistics. The data set used for reporting is shown at Appendix G.

5 Options appraisals

- 5.1 Options appraisals for the review of terms or pay rates will be presented to local authorities. Any proposals to review the terms of pay will be presented to Directors and assistant directors in line with local government pay decisions. Decisions from these options appraisals will be implemented in the following April.
- 5.2 This agreement may be appended outside the above to allow for the reflection of new policies and priorities with the agreement of all signatories.

6 Agreed terms

6.1 Regional Pay Cap

- a We agree to adhere to the maximum pay rates for agency workers listed in Appendix A. These rates are exclusive of additional costs paid to the agency.
- b We agree to adhere to the maximum pay rates of limited / umbrella company workers listed in Appendix A.
- c We agree to adhere to the maximum pay rates of PAYE workers listed in Appendix A.

7 Ensuring a high quality workforce

- 7.1 We will work towards implementing strategies and approaches across the region which will embed a quality mechanism for agency social workers which is best in class for councils and trusts as end users; as well as agencies and MSPs.
- 7.2 The consistent application of a standardised approach to the development and management of the agency workforce to improve outcomes for children, young people and their families.
- 7.3 The management of the migration of agency social worker staff which will reduce instability, improve quality and standardise payment.
- 7.4 Facilitate the agency social workers to be a robust resource to support the development and stabilisation of the permanent workforce.
- 7.5 To utilise standardised pay rates to support consistent standards of practice.
- 7.6 To reduce unnecessary competition which can destabilise the wider agency workforce.
- 7.7 Enable collaborative work with agency suppliers to develop mechanisms to ensure that rates and charges for supplying agency workers appropriately reflects the skills and experience of workers, and is aligned to the remuneration received by permanent employees

8. A collaborative approach

- 8.1 The fundamental principle of the MoU is for Councils to work in collaboration to resolve issues and to not adversely affect other neighbouring authorities (primarily within the region but also in being mindful of the impact on the whole workforce in neighbouring regions)
- 8.2 The principles will be achieved by allocating resource (the ARL) to support and manage the MoU, with the ARL hosted by WME and reporting to the QPPG on initiatives, actions, successes and failures (breaches or sanctions) within the remit of the MoU.
- 8.3 The ARL will request, monitor and collate monthly returns from Councils and agencies of key data which will be reported to the relevant networks for information and monitoring.
- a. We will not recruit ASYE agency staff, and when recruiting ASYE's who have completed their initial 12months in practice, we will seek evidence of completion of an ASYE portfolio where applicable.

- b We will move to permanent solutions as soon as is practicable in order to reduce our reliance on transient or interim solutions.
- c References need to be clear and specific and all LA's to be professionally curious and ensure a full employment history is provided. Gaps will be explored to discern any concerns.
- d References by phone call or otherwise must be sought / provided by previous location of work prior to any agreement of contract. Reference template set out in Appendix B should be used by all recruitment agencies and this is the template that should only be accepted by recruiting Local Authorities.
- e We will support agency workers by ensuring we follow our safer recruitment processes; offering induction and supervision; offering training relevant to our organisation to ensure that workers can carry out their role competently.
- f We will through supervision performance manage agency social workers in line with key competencies and professional standards in line with SW England registration.
- g Where appropriate, we will use the agency supply chain as a pipeline for the supply of permanent workers.
- h We will ensure that permanent and agency workers understand our regional approach and how it is being adopted by all signatory Councils and Trusts.
- i Permission is given by each Council and Trust for the central collection of relevant agency usage data from their managed service providers.
- j Any children's social worker leaving a permanent contract will not be employed on an agency contract by another authority in the region within 12 months unless agreed with the previous authority. Some flexibility required for example allowing for staff who may have moved permanently into a new local west midlands area and are seeking temporary employment in advance of permanency. The 12 month rule would not apply to permanent staff moving to permanent roles in other authorities within the region. The responsibility to enforce this principal, will fall to the prospective agency and the Council or Trust.
- k All Local Authorities agree to refrain from proactive headhunting of staff from other LA's who are party to this MOU.
- L All **new contracts** with agency workers will include a compulsory four week notice period before they leave a council or trust and this notice will also be provided by the council or trust unless there are concerns regarding quality of practice , including safeguarding concerns. It is expected that a transition period will occur prior to all contracts including such agreements. Councils, trusts and agencies will complete the full reference proforma for **all agency workers** (Appendix B) which states if the worker has left prior to their agreed notice period and reasons for this. Consideration will be made to refer to

Social Work England, if an agency worker leaves within one week and/or prior to the agreed notice period (unless for extenuating circumstances which might include sickness, Injury or bereavement).

- m All LA front line case holding social workers will be required to work flexibly in line with individual local authority arrangements and will be required to visit children and families face to face.
- n All LAs will adhere to the principles and not seek to undermine the MoU by providing additional extra bonuses or incentives on top of the agency pay rates within the MoU. Any breaches will be reported to WME for investigation.

9 Local authority exemptions

- 9.1 Requests for exemptions to the cap, including but not limited to: rates of pay; accommodation costs; mileage; additional hours, offers to work from home only and the setting up of a project team ,should be made with as much notice as possible. Exemptions will be discussed and developed with the ARL and requested using the attached pro forma request (appendix H). Overall decisions will be agreed by the DCS network.
- 9.2 Exemption design may include the use of outsourced social work providers or social work project teams where these are roles which are not covered by the MoU and are not being designated as a “project team” as a way to circumvent the MoU. Any workers recruited to these project teams should be recruited externally of the West Midlands.
- 9.3 Exemptions should not be used as a retrospective rubberstamping mechanism.
- 9.4 The process for requesting an exemption is outlined in Appendix C.

10 Agency non-compliance

- 10.1 If an agency seeks to circumvent the arrangements of the MoU, the ARL will work directly with the agency to understand the situation, suggest compliant approaches and work with them to ensure they follow the procedure. Where there is agency non-compliance which may see offending agencies being restricted from accessing new vacancies. The procedure is outlined in Appendix C and D.

11 Improving the supply of high-quality permanent staff

- 11.1 All LA’s will work collaboratively together to support the development of Children’s social work workforce by contributing to arrangements for West Midlands wide professional development, from ASYE through to Team Manager level.

- 11.2 Contribute to the development of West Midlands wide approaches to sharing good practice and approaches to delivering outstanding social work services.
- 11.3 All Local Authorities to attend established meetings of the West Midlands ADCS Regional Group

12 Measuring Success:

The Regional DCS Group and QPPG will receive regular reports on the overall impact of the MOU on workforce planning and service delivery, including where there is evidence of financial efficiencies, improvements in quality of supply of agency workers, reduced reliance on use of agency social workers and stability in the overall workforce.

12.1 Specific measure of success will include:

- Improved and consistent references available for available agency staff
- Improved regional data about agency staff numbers and pay rates
- Renewed commitment to the MOU and less reportable breaches
- Reduction in use of agency workers
- Reduction in numbers of agency workers let go due to poor practice
- Increases in posts filled with permanent workers
- Evidence of improved practice quality

Parties to the MoU & Signatures of Directors of Children's Services

Birmingham City Council	
Birmingham Children's Trust	
Coventry City Council	
Dudley Metropolitan Borough Council	
Herefordshire County Council	
Sandwell Metropolitan Borough Council	
Sandwell Children's Trust	
Shropshire County Council	
Solihull Metropolitan Borough Council	
Staffordshire County Council	
Stoke-on-Trent City Council	
Telford & Wrekin Council	
Walsall Metropolitan Borough Council	
Warwickshire County Council	
Wolverhampton City Council	
Worcestershire County Council	
Worcestershire Children First	

Appendix A – Standardised Pay Rates

Revised April 2022

- **Change of structure to remove ASYE Band and to make explicitly clear that agency workers will not be employed in their first year of qualification.**
- 1. Social Worker/ Band 1 - ASYE + at least 1 years experience £24.37
- 2. Social Worker/ Band 2 - ASYE + at least 2 years experience £28.55
- 3. Senior Social Worker - ASYE + at least 3 years experience £30.57
- 4. Advanced/Senior Practitioner/ Assistant Team Manager – Includes the previous prerequisite and must include caseload plus additional duties such as supervisory or practice development role/contributing to the learning of others. £33.30
- 5. IRO/Conference Chairs - £38
- 6. Team Manager – £41.42

The pay rates are based on the Upper Quartile paypoint for permanent staff with on costs and agency costs, and considered in comparison to neighbouring regional rates

A table of all the pay rates available calculated based in the national spine points for permanent roles is provided at Appendix I

Limited company worker pay caps

Position	Grade	Cap
Social worker (1)		£24.37
Social Worker (2)		£28.55
Senior Social Worker		£30.57
Advanced / Senior Practitioner		£33.30
IRO/Conference Chairs		£38.00
Team Manager		£41.42

Appendix B - Reference Request / End of Assignment Template **Agency Social Workers Children's Services**

The post for which the person has applied involves working closely with, having contact with or having responsibility for the safeguarding and welfare of children, young or vulnerable people. To comply with Safeguarding Guidance, you need to ensure the reference is accurate and does not contain any material misstatement or omission. Relevant factual reference content should be discussed with the worker.

1 Section 1 – Basic Information

Referee Details – *Note the reference needs to be completed by a manager directly responsible for the worker*

Referee Name:	
Referee Job Title:	
Name of your organisation:	
Contact information: Email and phone number	
How long have you known the worker and in what capacity are you providing this reference:	

Worker Details

Worker's Name:	
Worker's Job title and summary of key duties and responsibilities:	

a) Engaged/ Assignment from:		b) Engaged/Assignment to:	
c) How much notice did the employee give in their most recent role?			
d) In accordance with MoU section 8.J - Has this worker left permanent employment within the west midlands region in the last 12 months?		Yes	No If yes , please provide details
e) In accordance with section 8.L of the WM MoU - Did the worker leave of their own accord <i>prior</i> to the agreed notice period? (Yes/No – If No Please provide details)		Yes	No If no , please provide details

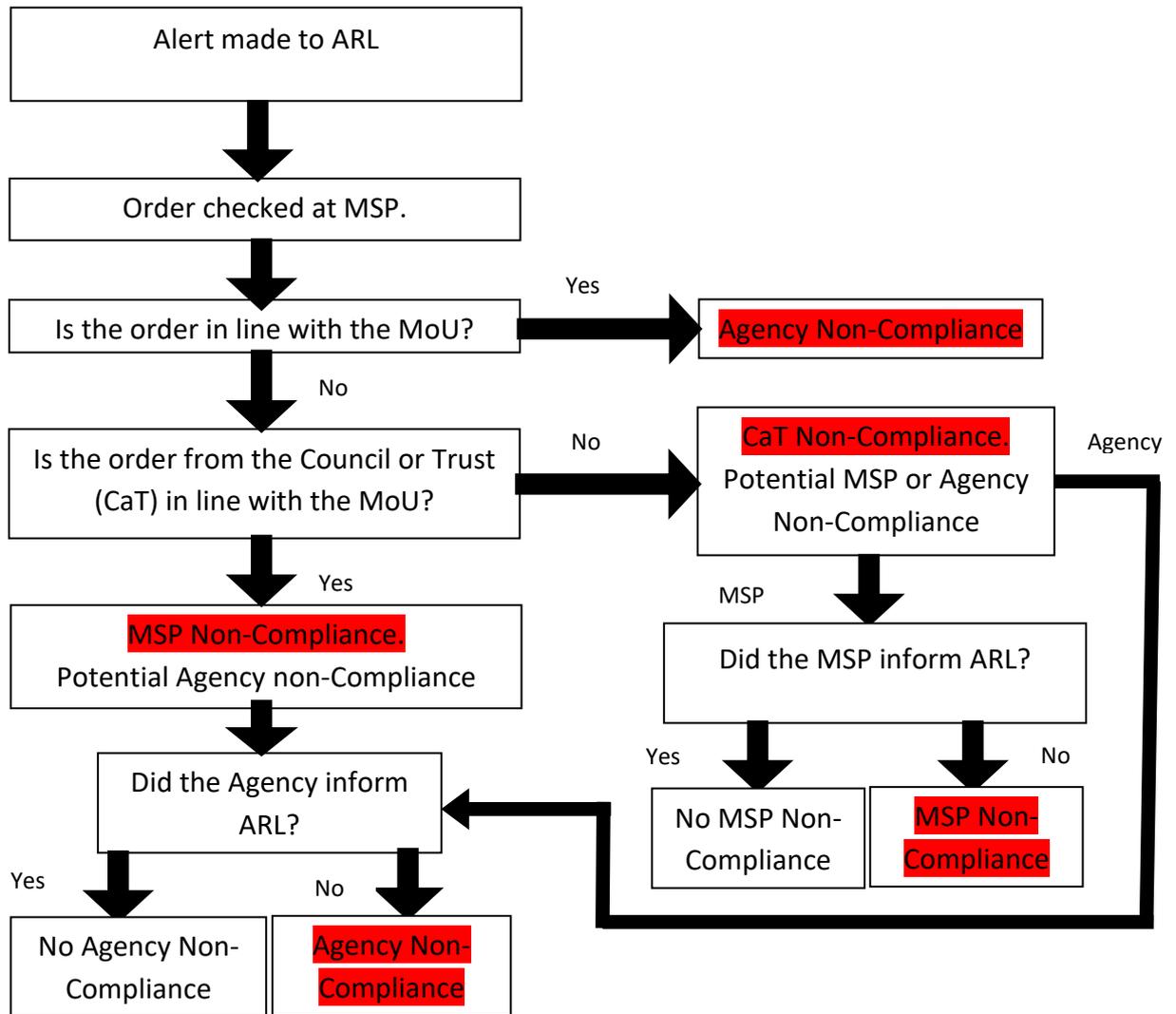
2 Section 2 - Competency Assessment

Please assess the worker's competency – Mark the relevant box:

	Excellent	Good	Competent	*Requires development	Unproven
Oral communication					
Written communication including Report writing					
Court work (if applicable)					
Quality of work					
IT skills and data entry reporting					
Able to distinguish between confidentiality and disclosure					
Able to set and maintain appropriate professional boundaries					
Colleague interaction					
Client interaction					
Knowledge of legislation					
	Excellent	Good	Competent	*Requires development	Unproven
Able to adhere to professional codes of conduct/ practice					
Able to engage fully and constructively with the supervision process					
Attendance record					

1. *If you have ticked *Requires development* in any of the boxes above please insert your reasons why, providing examples, where possible.

Appendix C – Initial Classification of Non-Compliance



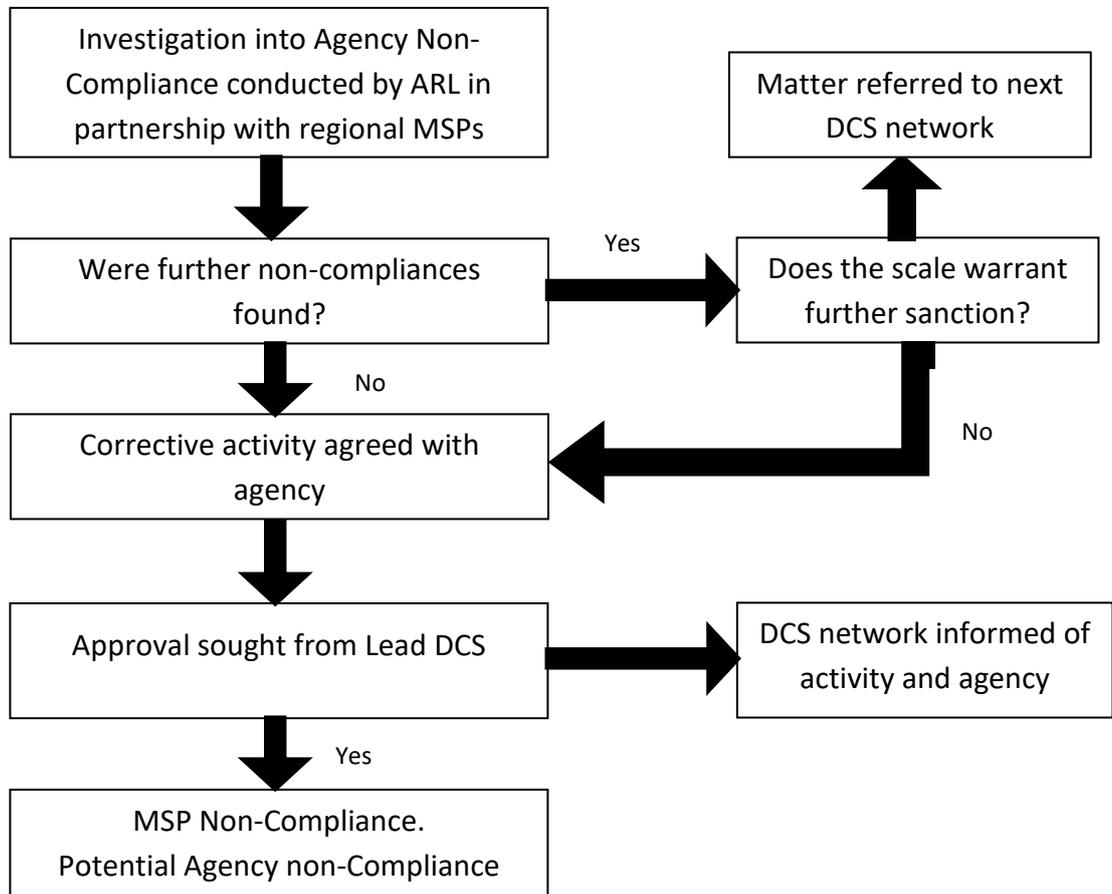
Appendix D - Procedure for agency suspension

In the event of an agency non-compliance being suspected, the following procedure will be used:

- 1) An investigation will be undertaken by the ARL in partnership with the relevant MSP/ Agency (where appropriate).
- 2) Where an agency non-compliance is confirmed this will be notified to DCS with responsibility for Workforce strand
- 3) The Workforce strand lead has the ability to instruct the ARL programme team to put into a place a temporary suspension on the agency in question from receiving any new vacancy from any West Midlands council whilst a full investigation to all relevant placements made by that agency across the West Midlands
- 4) The suspension will be scheduled to be ratified/extended/considered at the next available meeting of the DCS network where appropriate.

NB: Should the agency at risk of suspension act as a Master Vendor for any local authority within the region then discussions would be undertaken with the DCS of these authorities to agree actions. This will not impact on any suspension at authorities where this agency is not a Master Vendor.

Appendix E – Procedure for lifting agency suspension



Appendix F

Monthly Data Collection (Survey Monkey)

Council

Date

Person completing form (Name)

Completion by Agency

1 Number of agency staff this month

Social Worker ASYE

Qualified Social Worker

Senior Social Worker

Advanced Practitioner

Team Leader / IRO

Specialist

Completion by Council

2 Number of unfilled vacancies (part or whole moth)

3 Any payments outside of MoU rates / exemption requests

4 Starters in permanent workforce

Temp to perm conversions

Other recruitment

5 Leavers from permanent workforce

Appendix F

Exemption request pro forma

This form should be completed in conjunction with the ARL to discuss any options or alternatives to exception before submission for approval to ADCS

Council

Name / title

Date

Job Role

Reason for exemption request

Alternatives considered

Period of time of request / review date

Activities to action to support removal at end of time period

Reviewed with ARL / ARL comments

Appendix G

Agency rates calculated from scp upper quartile

SCP	SCP Pay rate (based on upper quartile permanent rate)	Total Agency Charge (including all fees)	
	30	£17.51	£23.03
	32	£18.53	£24.37
	33	£19.14	£25.17
	34	£20.16	£26.51
	35	£20.67	£27.18
Social Worker (2)	36	£21.71	£28.55
	37	£22.20	£29.19
	38	£22.73	£29.89
Senior Social Worker	39	£23.25	£30.57
	40	£23.77	£31.26
	41	£24.28	£31.93
	42	£24.80	£32.61
Advanced Practitioner	43	£25.32	£33.30
	44	£25.85	£33.99
	45	£26.32	£34.61
	46	£26.86	£35.32
	47	£27.40	£36.03
	48	£27.95	£36.75
	49	£28.49	£37.46
	50	£29.03	£38.17
	51	£29.57	£38.88
Team Leader / IRO	52	£31.50	£41.42
	53	£32.28	£42.44
	54	£33.07	£43.48
	55	£33.80	£44.44
	56	£34.81	£45.77
	57	£35.85	£47.14
	58	£36.93	£48.56
	59	£38.04	£50.02