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Meeting	General Functions Committee
Date	23 April 2012
<b>Subject</b>	<b>Shared Legal Service</b> <b>Transfer of staff under the Transfer of Undertakings (Protection of Employment) Regulations (TUPE)</b>
Report of	Director of Corporate Governance
Summary	To transfer staff in the Council's Legal Service under TUPE to the London Borough of Harrow to become part of the shared legal service from 1 July 2012

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Officer Contributors	Jeff Lustig, Director of Corporate Governance Veronica McCarroll, HR Business Partner
Status (public or exempt)	Public
Wards Affected	Not applicable
Key Decision	Not applicable
Reason for urgency / exemption from call-in	Not applicable
Function of	Council
Enclosures	Appendix 1:Employee Equalities Impact Assessment
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## **1. RECOMMENDATIONS**

- 1.1 That the proposed transfer of staff in the Council's Legal Service to the London Borough of Harrow to become part of the new shared legal service with effect from 1 July 2012 be approved on the basis outlined in the report.
- 1.2 Following transfer that the relevant posts be deleted from the Council's staffing establishment.

## **2. RELEVANT PREVIOUS DECISIONS**

- 2.1 The Cabinet Resources Committee, 4 April 2012 approved the business case for a shared legal service with Harrow Council.
- 2.2 Cabinet, 20 February 2012 (Decision Item 5), as part of business planning for 2012/13 – 2014/15, approved savings in respect of the Corporate Governance Directorate incorporating those specifically relating to the Legal Service over the period 2012-15; and
- 2.3 Council, 6 March 2012 (Item 4.1) approved the business planning report described in section 2.2 (above).

## **3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS**

- 3.1 These proposals will ensure the delivery of a cost effective legal service that is fit for purpose to support the Council's corporate priorities:
  - better services with less money;
  - sharing opportunities, sharing responsibilities;
  - a successful London suburb.
- 3.2 The legal shared services project is being taken forward through the corporate transformation programme, which is the London Borough of Barnet's primary vehicle for implementing significant changes to the provision of public services. The work of this programme is led by three principles:
  - a relentless drive for efficiency;
  - a new relationship with citizens;
  - a one public sector approach.
- 3.3 The Council is committed to working with the trade unions and consulting with

4.2 The key risks in respect of the creation of a shared legal service are as follows:

ID	Risk Description	Mitigation
1	Not being able to deliver a viable business case due to lack of financial information	Due diligence has been carried out to understand the costs of the future service, alongside considerations of overheads, set up costs, and pension costs
2	Buy back of legal service by New Support and Customer Service Organisation (NSCSO) and Development and Regulatory Services (DRS) providers	If buy back of legal service by future providers does not happen, Barnet Council will indemnify Harrow Council for any associated redundancy costs. This risk currently exists for Barnet Council and therefore this position is no different under a shared service arrangement
3	Staff may not buy into the proposed shared service	Information needs to be shared with staff in order that individuals understand the purpose and benefits of entering into these arrangements for future service delivery
4	The re-designed service is not flexible enough to cope with unexpected demand from either the retained council or the outsourced services	Governance arrangements will be developed to enable this Council to have strategic oversight of the joint legal service, including approval of annual business plans, and agreement of key policies and strategies

4.3 The Legal Services Project Board and One Barnet Programme Board will continue to provide appropriate escalation routes.

## 5. EQUALITIES AND DIVERSITY ISSUES

5.1 An Equalities Impact Assessment (EIA) has been conducted for the shared legal service. A phased milestone approach will be taken to reviewing any equality impacts of the proposed transfer. The in scope staff have been compared against the profile of the Council at the outset of this project. This analysis shows that the Legal Service has a higher proportion of female employees as well as a younger staff profile compared to the general Council profile. As part of the Council's continued commitment to equalities and towards its employees, any equality issues that are subsequently identified will be addressed through the agreed monitoring process.

5.2 The Council has a relocation protocol which will address the issues identified in the EIA. Prior to the transfer, there will be discussions between the two local authorities and the recognised trade unions concerning the plans for relocation of employees and work to identify practicable and cost effective solutions where the relocation affects current employees.

- 5.3 An employee EIA has been carried out and attached as Appendix 1. Consideration was given to conducting an external EIA but given that this proposal refers to the transfer of staff, it was concluded that an outward EIA is not required.
- 5.4 An Equalities Analysis will be undertaken and this will look at the Equality impacts at three key milestones. The milestones will be:
- 1) Feedback from the Consultation
  - 2) Confirmation of those in-scope
  - 3) Transfer Date

## **6. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)**

### **Finance Implications**

#### 6.1 Current baseline

The baseline for the legal service for 2012/13 is set out below. This factors in savings identified in the budget that was approved by Council on 6 March 2012. The total net budget is £1.69m, which includes £606,000 of income generated by the service.

#### 6.2 Future service costs

##### a) Direct Costs

The Joint Legal Service (JLS) will provide a fixed level of hours of legal service provision for the same direct cost of the current Legal Service for 2012/13 based upon the hours delivered directly by the in house team. The exact number of hours to be provided (likely to be in the 35,000 to 39,000 range) is undergoing a due diligence process and will be confirmed prior to the signing of the Inter Authority Agreement. This means that the proposed joint service will enable the £90,000 staff cost saving approved as part of the budget to be realised in 2012/13.

There is also an ongoing commitment that the unit cost of the service will reduce year on year to enable the medium term financial strategy savings of £50,000 in 2013/14 and a further £50,000 in 2014/15 to be realised.

##### b) External Costs

The total projected expenditure on external legal costs in 2011/12 is £1.76m (excluding expenditure on One Barnet and the Regeneration schemes), and this is split between external legal "spend" incurred by the Legal Service budget, and external legal "spend" paid for from other Services budgets.

The hourly cost of external legal support will vary, but analysis of current external costs suggests that an average "blended" rate of £150 per hour is currently being incurred. The business case then assumes that, over time, 23% of the legal support currently externalised will be commissioned from the

JLS. This would be commissioned at £90 per hour, making a saving of approximately £150,000 per annum.

The £145,000 saving would not necessarily be immediately cashable, as current legal budgets are not sufficient in service departments to cover actual costs. However, there will still be a benefit to the Council that will need to be tracked and realised over the life of the contract.

### 6.3 Overheads

An analysis of the current overhead costs (estates, finance, HR, IT) to the Legal Service shows that it has a current support cost of £220,000. Some of these support costs are variable and can be reduced and/or transferred to the JLS. Other costs are fixed (office accommodation, servers) and cannot be scaled back until the Council enters into the NSCSO project. The proposed agreement with Harrow includes £221,000 of overheads annually which will be chargeable to Barnet. This means that the proposed levels of overheads in the contract for the JLS with Harrow are affordable and in line with current overheads incurred in respect of the service.

### 6.4 Set-Up Costs

There will be set up costs in respect of the joint service, including information technology, communications and training and development. Barnet's contribution to these set up costs amounts to £200,000 and this sum will be re-charged by Harrow to Barnet but spread over a 5 year period.

### 6.5 Relationship between JLS and other contracts

There is an important interdependency between the Legal Service in scope as part of this project, and the legal support currently being provided to services that will be part of either NSCSO or DRS.

An analysis of client and provider side activity, and the hours assigned to these activities, suggests that approximately 9,500 hours will relate to provider activities in scope for NSCSO or DRS. It is proposed that staff involved in delivering this work will transfer to the JLS, but the Council indemnifies Harrow for potential redundancy costs that might arise as a result of the NSCSO and DRS contracts. It is projected that, should a redundancy liability arise, this could equate to approximately 6FTE.

## **Procurement Implications**

6.6 There will be an inter authority agreement (IAA) between Barnet and Harrow to ensure that the requirements of the service are clearly specified and agreed and legally binding. It is proposed that this IAA will be developed and finalised by officers from both authorities and be entered into pursuant to authorisation by the Leader acting under executive powers prior to the implementation of the JLS.

6.7 The provision of legal services is currently exempt from the advertisement and tendering requirements of the Public Contracts Regulations 2006. This may change if the European Commission's proposed reforms to procurement legislation are implemented into UK law. The procurement law implications of

this proposed arrangement will therefore need to be monitored over the next two years to ensure the arrangement continues to be exempt and compliant.

### **Performance and Value for Money Implications**

- 6.8 The shared service will be based at Harrow Civic Centre and the staff will be employed by Harrow. In this context, whilst both authorities view the proposed arrangement as a partnership, the responsibility for day to day operational management of the JLS will sit with Harrow. The IAA acts as a contract and service level agreement between the two parties.
- 6.9 Strategic oversight of the service will take the form of a strategic management board. It is anticipated that Barnet representatives will include the Leader of the Council, the Chief Executive and the Director of Corporate Governance or their nominees. This Board will ensure that the partnership aspirations, service requirements and cost effectiveness are being delivered through the JLS.
- 6.10 A business plan will be submitted to the strategic management board on an annual basis for approval.

### **Staffing Implications**

- 6.11 There are currently circa 33 FTE lawyers and support staff in-scope of transfer. There are also circa 2 vacant posts in scope of transfer.
- 6.12 A summary of the staffing breakdown is set out below. At the time of writing this report, this includes the retained posts that have not been recruited to.

Advocacy Team	Circa 12FTE
Commercial Team	Circa 8 FTE, plus 0.6 FTE vacancy
Community Team	Circa 11 FTE
Legal Systems Team	Circa 2 FTE

- 6.13 All employees working within the service at the time of transfer have rights to become part of the JLS and employees of the London Borough of Harrow under the TUPE Regulations. Staff and Trade Unions have been informed and engaged from the start of the project and this will continue up to and beyond the point of transfer. There have been regular briefings through the process with staff and Trade Unions, and relevant materials can be sourced from the intranet where there is a link for the transfer, and FAQ, as well as a weekly newsletter on the project. As well as briefings throughout the process, there is the opportunity for staff to meet HR, as well as their Divisional Managers on a one to one basis to discuss the implications of the changes to them personally. This activity will continue throughout the mobilisation period to ensure that the JLS has the best possible foundations to enable its success.
- 6.14 Harrow will shortly write to Barnet informing the Council of their proposed measures (please refer to paragraph 7.8) and, if appropriate, these will be formally consulted upon with the Council's recognised Trade Unions.
- 6.15 The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will operate to transfer to the London Borough of Harrow all of the Council's rights, powers, duties, and liabilities under or in connection with the contracts of employment of the relevant staff.

- 6.16 Under TUPE, existing contractual terms and conditions are protected on transfer and, under the TUPE Transfer Commitments the Council implemented in the summer of 2011, all terms and conditions are protected for at least a year including pension provision (please refer to paragraphs 6.17 and 6.18 regarding transfer of pension rights).
- 6.17 The Council will continue to meet all of its statutory or contractual obligations with regard to change and its impact upon the Council's staff. In the context of the One Barnet Programme, this means that all internal restructures will be managed in compliance with the Council's Managing Organisational Change procedure. The Council has recently implemented a Relocation Protocol which we would expect a new employer to adhere to if they do not have a similar way of working. Where, as anticipated in this case, any change results in a TUPE transfer the Council will meet all of its statutory obligations provided by TUPE, and under the TUPE Transfer Commitments which the Council implemented in the summer of 2011, all terms and conditions are protected for at least a year including pension provision. Transferring staff who are members of the local government pension scheme operated by Barnet will remain part of that pension scheme as operated by Harrow and their benefits will transfer. This will afford staff the continued membership of the Local Government Pension Scheme.

Staff will transfer on a "fully funded basis". This means that the pensions deficit will not transfer to Harrow from Barnet in respect of these staff. To reflect that the liability will remain with Barnet, the employee budget associated with the recovery of the pension deficit (the difference between the total contribution rate of 24.8% and the fully funded contribution rate) will be removed from the Legal Service funding and will remain with Barnet. A report will be submitted to the Pension Fund Committee meeting in June.

- 6.18 In the lead up to the transfer, in addition to meeting the information and consultation requirements of TUPE, the Council must provide Harrow with the relevant "employee liability information". This information must be given at least fourteen days before the transfer or, if special circumstances make this not reasonably practicable, as soon as is reasonably practicable after the transfer. It is proposed that there will be full transfer of relevant data at the point of transfer to ensure that there is a seamless transition with minimal disruption to staff and service delivery.
- 6.19 Trade Unions and staff have been informed and engaged throughout the project and their comments and views have helped shape the proposals and the Business Case, was considered by the Cabinet Resources Committee at their meeting on the 4 April 2012 this informed the Committee during their decision process to approve the business case.
- 6.20 The scope of services to be provided by the JLS will incorporate all aspects of law and legal practice currently delivered by the in-house team, whether directly or commissioned subject to the scope of the successful bidders' solutions for the DRS and NSCSO procurements which are currently in dialogue.
- 6.21 Consultation on the proposal to transfer post holders to the JLS will take place under TUPE, with those in scope and their relevant Trade Unions and with

Harrow. Those in scope will transfer to the London Borough of Harrow on 1 July 2012. The post-holders will be protected in their existing terms and conditions, for at least one year, unless an employee chooses through promotion, or other means, to accept another appointment with the London Borough of Harrow to negotiate and accept contractual changes directly with the London Borough of Harrow.

## **7. LEGAL ISSUES**

- 7.1 The proposal would be effected by a delegation by Barnet of its legal function to Harrow under section 101 of the Local Government Act 1972 and the relevant Executive Function Regulations. The Barnet staff will transfer to Harrow's employment then all staff in the team will be made available to Barnet under section of the 113 Local Government Act 1972 which will enable each council to delegate decisions to them etc as if they were their own staff.
- 7.2 **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)** - TUPE is to meet the obligations of the UK under a European Directive to ensure the protection of employee rights when there is transfer of an undertaking". TUPE applies to a transfer of an undertaking, business or part of an undertaking or business to another person where there is a transfer of an economic entity which retains its identity.
- 7.3 In circumstances where TUPE applies, the employees transferred will become employees of the transferee by virtue of the statutory novation of their employment contracts under TUPE. This means that, in most respects, employees are entitled to the same terms and conditions of employment after the transfer as they had before it.
- 7.4 One of the principal provisions of TUPE is that the pre-transfer liabilities relating to the relevant employees are transferred to the new employer; this includes any contractual obligation to contribute to an employee's individual or group personal pension plan (as opposed to an *occupational* pension scheme).
- 7.5 Under Regulation 10 of TUPE, provision of an occupational pension scheme is excluded from the transfer. This means the new employer has no obligation to provide the same or equivalent occupational pension rights for employees. However, the Pensions Act 2004 provides certain employees with a minimum level of protection in the event of a TUPE transfer. This is effected by means of the Transfer of Employment (Pensions Protection) Regulations 2005.
- 7.6 **Staff in the Public Sector** – The Cabinet Office Statement of Practice on Staff Transfers in the Public Sector 2000 applies directly to transfers involving central and local government departments and the NHS. It provides that TUPE is guaranteed to apply to these transfers. Annexed to the Statement of Practice is "A Fair Deal for Staff Pensions". This provides that the transferee (i.e. new employer) must provide transferring employees with "broadly comparable" pension benefits.
- 7.7 **The Duty to Inform and Consult** – Where employees are transferred from one employer to another under TUPE, both the old and the new employer have duties to inform and potentially consult with appropriate representatives in relation to any of their employees who may be affected by the transfer or by measures taken in relation to it. If the employer recognises a trade union, they



must consult with that union; if not, employee representatives must be elected if they do not already exist.

**7.8 Duty to Inform** – Employees who might be “affected” by the transfer may include:

- Individuals transferred from the transferor (the Council in this case) to the transferee
- Individuals who don't transfer but whose job might be affected by the transfer
- The transferee's employees whose jobs might be affected by the transfer.

The new and old employers are obliged to inform the representatives of their respective affected employees in writing of:

- The fact of the transfer, the date, and the reasons for it
- The legal economic and social implications of the transfer for the affected employees
- Whether the employer envisages taking any action (e.g. reorganisation) which will affect the employees and if so what action is envisaged.

Where the old employer is required to give the information he or she must disclose whether the prospective new employer envisages carrying out any measures which will affect the employees and if so what. The new employer must give the previous employer the necessary information so that the previous employer is able to meet this requirement.

“Measures” means, for example, changes to terms and conditions, grading or other structures or the declaration of redundancies. It will include any action, step or arrangement in connection with the transfer. Usually it requires the new employer to have formulated some definite plan or proposal. It is not enough that there should just be some possibility of a transfer in contemplation.

**7.9 Duty to consult** – Unlike the obligation to inform, the obligation to consult will not arise on every relevant transfer. The old employer and the new employer will only have a duty to consult the representatives if either anticipates that it will take “measures” in relation to any of its affected employees which are connected with the transfer.

However, there is no obligation on the new employer prior to the transfer to consult representatives of the transferring employees about measures which it envisages taking in relation to them. Nor is there any obligation on the transferor to consult them about such measures as the obligation only arises in relation to measures which an employer envisages taking itself. This is an unsatisfactory position and often, in practice, either the old or new employer will consult the transferring workforce on such measures in the interests of good employee relations.

The consultation must be with a view to seeking the agreement of the employee representatives to the measures to be taken. There is no requirement actually to reach an agreement. At the least, the employer must give the representatives the opportunity to make representations about the

measures being taken; consider and respond to any representations made and if any of these are rejected state the reasons for this.

## **8. CONSTITUTIONAL POWERS (Relevant section from the Constitution, Key/Non-Key Decision)**

- 8.1 The Council's constitution, Part 3 Section 2, Responsibility for Council Functions – General Functions Committee discharges Council functions not reserved to Council including staff matters. Changes to contracts of employment and proposals involving major changes in working practices and location of employees must be submitted to General Functions Committee for approval.

## **9. BACKGROUND INFORMATION**

- 9.1 Historically the provision of legal services has been provided "in-house" as this was seen to be the most cost effective method of provision to the Council.
- 9.2 In 2001, when the Housing Regeneration schemes were about to progress, it was determined that there was insufficient capacity, expertise and resource within Legal Services to deal with these highly specialised and complex schemes. External lawyers were procured to advise on the schemes. In the following years, other large schemes such as Cricklewood / Brent Cross Regeneration and Primary Schools Capital Investments Programme (PSCIP) have also necessitated the procurement of external firms.
- 9.3 More recently, due to capacity issues arising from growth of instructions in various areas such as contract and employment, some individual matters have had to be outsourced. Counsel is also instructed mainly in employment matters or child protection or other cases in the High Court where there are no rights of audience for solicitors.
- 9.4 The Legal Service was initially part of the New Support and Customer Services (NSCSO) project but was taken out of the scope of this project after the options appraisal recommended that options for in-house transformation of the Legal Service and other delivery options be explored.
- 9.5 Alternative delivery options with a number of local authorities have been investigated. Harrow is viewed as the preferred partner for the shared service arrangement. Representatives of both Authorities confirmed that delivery of savings and more efficient and effective services were seen as prime objectives of any shared arrangement. Geographic proximity and Harrow's membership of the West London Alliance are further persuasive factors towards an examination of business case viability.
- 9.6 Financial due diligence has been carried out to compare the costs of the proposed shared service with the current legal service budgets and medium term financial strategy projections.
- 9.7 The core cost of the service as set out in the Harrow proposal (Section 7, Appendix 1 of the CRC report) is in line with the Legal Service budget for

2012/13. The Harrow proposal reduces the cost of the service in 2013/14 by £50,000 and in 2014/15 by a further £50,000 to enable the Legal Service Medium Term Financial Strategy targets to be met.

- 9.8 The pension fund deficit in respect of the staff transferring will not transfer to Harrow. It will remain with Barnet, and the employee budgets associated with the recovery of the pensions deficit will also remain with Barnet. These total £121,000 and have been removed from the Legal Service baseline.
- 9.9 Support costs of £220,000 will be levied on top of the cost of the service. This reflects the costs of ongoing accommodation and information technology costs. These costs do not sit within the Legal Service budget, but sit within other support service budgets in Barnet. Analysis of the current support costs of the Legal Service confirms that this figure is reasonable. Variable costs will be removed from support service budgets on transfer of the service, and fixed costs have been stripped out of the baseline for the NSCSO procurement process. These will transfer into a commissioning budget for the legal service.

## **10. LIST OF BACKGROUND PAPERS**

- 10.1 Appendix 1 EIA.

<b>Cleared by Finance (Officer's initials)</b>	<b>JH</b>
<b>Cleared by Legal (Officer's initials)</b>	<b>JEL</b>



# Appendix 1 – London Borough of Barnet Employee Equality Impact Assessment

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## Legal Shared Service with London Borough of Harrow

[This document remains live with information being added at each critical milestone]

### EIA Contents

- 1 Introduction
- 2 Any Anticipated Equalities Issues at each milestone and identified mitigation
- 3 Monitoring Summary
- 4 Project Milestone Outcomes, Analysis and Actions
- 5 Briefing, Sharing and Learning

## 1. Introduction

### 1.1 Aims and objectives

The London Borough of Barnet's strategic change programme has at its heart an aim to become a truly citizen-centric council ensuring that our residents can lead successful and independent lives. This is the council's response to address several drivers for change that have been identified:

- The financial pressures resulting from the global recession has brought the era of consistently increasing public sector budgets to an end. Within the council there is a funding gap of £53m over the next three years, and our public sector partners face challenges of a similar scale.
- Despite consistent improvements in service delivery, satisfaction with Barnet Council, as with other local authorities, has been on a consistently downward trend.
- Digital technology continues to change and develop, as do the ways that people use it to change and grow. Residents will continue to expect us to deliver against those standards of instant information and access to services.
- Our identification of the need to develop a new partnership with our residents to deliver services in future is echoed by the Coalition Government's focus on a Big Society.
- The Government's focus on localism and devolution sets a national context for our aim to provide local leadership and join up services across the public sector.

The strategic change programme is delivered through adoption of three key principles:

- **A new relationship with citizens** - Enabling residents to access information and support and to do more for themselves
- **A one public sector approach** - Working together in a more joined up way with our public sector partners to deliver better services
- **A relentless drive for efficiency** - Delivering more choice for better value

The specific objectives of the proposed Legal Services shared service with Harrow are set out in the CRC paper and this also addresses how this shared service proposal will link with the programme objectives.

### 1.2 Description of the critical milestones

This Equality Impact Assessment will take a milestone approach to assess equality impacts as the project progresses.

Proposed milestones identified are:

- **Outset data**
- **Confirmation of in scope to transfer**
- **Post transfer**

### **1.3 Key Stakeholders**

Key stakeholders are employees, managers and Trade Unions

A range of information and consultation mechanisms will be put in place and these will include:

- Provision of information to Trade Unions will be in line with the Council's TU Engagement Process for One Barnet Projects
- Staff Groups
- TUPE briefings for in scope employees and managers
- Consultation with Trade Unions on any proposed measures
- 1-1 consultation

## **2. Anticipated Equalities Issues at each milestone and identified mitigation**

### **2.1 Outset data**

The proposed transfer of Legal Services as described in this business case will place circa 33 FTE lawyers and support staff in-scope to TUPE transfer to the London Borough of Harrow (LBH). This transfer will be a TUPE transfer as described in the TUPE Regulations 2006. In addition to the employment protections provided by the TUPE Regulations the Council's TUPE agreement will apply to this transfer and will form part of the contract between Barnet and LBH. The main protections are:

- Terms and Conditions may not be changed in the first year after transfer
- In scope employees to remain within LGPS
- Continuation of current Trade Union Representation
- A central Trade Union facility pot

The analysis of the data at Section 3 when compared against the profile of the Council shows that there are material differences (>5%) for the following characteristics:

Females, Age Group with a Date of Birth 1975-1984 and Ethnic Groups: White Irish; Asian and Asian British: Indian; Black or Black British: African. There are no declared disabilities.

The reason for this is because of the profile of those in scope - it is not about how the 'in scope' list has been drawn as all staff within the Legal Service have been identified as in scope at the outset.

It is known that this service will move location to London Borough of Harrow offices and as part of the measures consultation process the equality impacts of this move will be assessed.

### **2.2 Confirmation of in scope to transfer**

There hasn't been any significant change to the groups following the most recent EIA.

Barnet and Harrow will continue to consult with those in scope, and consult on travel time's and working arrangements as part of the process of staff engagement to mitigate the impact of the change to the large female cohort.

Please refer to EIA data overleaf.

### **2.3 Post transfer**

An EIA will be completed for this purpose later in the process.

### 3. Monitoring Summary

**Table 1- Employee EIA Profile** (this profile is in accordance with the requirements of the Equality Act 2010 and the Council will collect this information so far as we hold it)

Where the information on the table relates to less than 10 people this is marked as \*\* to protect confidentiality. The full data set is held by HR and the detail is reviewed at each milestone.

#### Critical Milestones

		Council Comparator data		Project Outset		Confirmation of in scope		Post Transfer	
Number of employees		3183	22.5%	37	46.3%	36	45%		
Gender	Male	2009	37.4%	6	16.2%	5	13.9%		
	Female	1174	62.6%	31	83.8%	31	86.1%		
Date of Birth Range	1985-1996	156	4.9%	**	**		2.7%		
	1975-1984	670	21.0%	13	35.1%		37.8%		
	1965-1974	888	27.9%	9	24.3		24.3%		
	1951-1964	1262	39.6%	15	40.5%		35.1%		
	1941-1950	204	6.4%	**	**		**		
	<1940	3	0.1%	**	**		**		
Ethnic Origin	White: British	1606	50.5%	**	**		24.3%		
	White: Irish	106	3.3%	**	**		8.1%		
	Other White	209	6.6%	**	**		2.7%		
	White: Greek Cypriot	38	1.2%	**	**		2.7%		
	White: Turkish Cypriot	17	0.5%	**	**		2.7%		
	Mixed: White and Black Caribbean	0	0.0%	**	**		0.0%		
	Mixed: White and Black African	0	0.0%	**	**		0.0%		
	Mixed: White and Asian	18	0.6%	**	**		0.0%		
	Other Mixed	52	1.6%	**	**		0%		
	Asian and Asian British: Indian	220	6.9%	**	**		18.9%		
	Asian and Asian British: Pakistani	34	1.1%	**	**		0%		
	Asian and Asian British: Bangladeshi	25	0.8%	**	**		2.7%		
	Other Asian	59	1.9%	**	**		0%		



	<b>Black or Black British: Caribbean</b>	175	5.5%	**	**		5.4%		
	<b>Black or Black British: African</b>	274	8.6%	**	**		16.2%		
	<b>Other Black</b>	25	0.8%	**	**		0%		
	<b>Chinese</b>	19	0.6%	**	**		0%		
	<b>Other Ethnic Group</b>	56	1.8%	**	**		0%		
	<b>Not declared/Not assigned</b>	250	7.9%	**	**		16.2%		
<b>Disability</b>	<b>Physical co-ordination</b>	0	0.0%	0	0.0%	0	0.0%		
	<b>Hearing</b>	7	0.2%	0	0.0%	0	0.0%		
	<b>Vision</b>	3	0.1%	0	0.0%	0	0.0%		
	<b>Reduced physical capacity</b>	10	0.3%	0	0.0%	0	0.0%		
	<b>Learning difficulties</b>	11	0.3%	0	0.0%	0	0.0%		
	<b>Mental illness</b>	5	0.2%	0	0.0%	0	0.0%		
	<b>Mobility</b>	9	0.3%	0	0.0%	0	0.0%		
	<b>Other disability</b>	9	0.3%	0	0.0%	0	0.0%		
	<b>Not stated/assigned</b>	3129	98.3%	0	0.0%	0	0.0%		
<b>Faith or Belief</b>	<b>Christian</b>	1484	46.6%	16	43.2%		37.8%		
	<b>Buddhist</b>	16	0.5%	**	**		**		
	<b>Hindu</b>	191	6.0%	**	**		10.8%		
	<b>Jain</b>	14	0.4%	**	**		**		
	<b>Jewish</b>	98	3.1%	**	**		5.4%		
	<b>Muslim</b>	133	4.2%	**	**		5.4%		
	<b>Sikh</b>	15	0.5%	**	**		2.7%		
	<b>Other Faith/religion</b>	113	3.6%	**	**		8.1%		
	<b>No religion</b>	528	16.6%	**	**		10.8%		
	<b>No response on faith</b>	249	7.8%	**	**		5.4%		
	<b>No form returned</b>	40	1.3%	**	**		**		
	<b>Atheist</b>	47	1.5%	**	**		**		
	<b>Agnostic</b>	39	1.2%	**	**		**		
	<b>Humanist</b>	9	0.3%	**	**		**		
<b>Not assigned</b>	207	6.5%	**	**		13.5%			
<b>Sexual Orientation</b>	<b>Heterosexual</b>	2138	67.2%	26	70.3%		70.3%		
	<b>Bisexual</b>	12	0.4%	0	0.0%		**		
	<b>Lesbian or Gay</b>	39	1.2%	0	0.0%		**		
	<b>prefer not to say</b>	666	20.9%	**	18.92		18.9%		

	<b>Not Assigned</b>	328	10.3%	**	10.81		11%		
<b>Marital Status</b>	<b>Married</b>	1036	32.5%	10	27.0%		35.1%		
	<b>Single</b>	806	25.3%	**	**		16.2%		
	<b>Widowed</b>	20	0.6%	**	**		**		
	<b>Divorced</b>	92	2.9%	**	**		5.4%		
	<b>Civil partnership</b>	7	0.2%	**	**		**		
	<b>Cohabiting</b>	38	1.2%	**	**		**		
	<b>Separated</b>	12	0.4%	**	**		**		
	<b>Unknown</b>	1163	36.5%	12	32.4%		43.2%		
	<b>Not assigned</b>	9	0.3%	11	29.7%		**		

#### 4. Project Milestone Actions

##### 4.1 Outset data

To start early discussions – in advance of the measures consultation - about the individual implications of a change of location

In addition actions look at the impact of the project on the following, amongst other potential factors:

- Flexible working arrangements and their impacts on parents and carers
- Working from home
- The impact of potential changes to holidays / term-time working
- The impact on staff of changes to their working culture
- The impact on staff of additional health and safety training
- The impact on staff of a different programme of investment and development

##### 4.2 Confirmation of in scope to transfer

*Were there any unexpected equalities impacts that you did not identify at the first stage  
How will the learning be brought forward to the next milestone.*

Since the start of this project, and when we last ran the equalities data set, there had been a decrease of 1 employee, in scope. As we have not recruited replacements, there has been a reduction in some of the protected characteristics. This workforce change and the change showing the retained posts will be reflected in the post-transfer review data set.

Having reviewed LBH's tender, the equality impact for staff that has been identified is the change of location to Harrow. We know some employees choose to work locally as they have caring arrangements. There may also be employees who cannot drive/travel long distances due to medical or disability reasons.

In addition, we have designed a Relocation Protocol which has been shared with the trade unions. This document sets out our expectations on how relocations should be managed by the new provider.

The Council has also decided to advertise all established posts (that are currently filled by agency temps) to all staff so that staff can apply for them where their preference is to remain locally.

**4.3 Post transfer**

Any unexpected equalities impact on those in-scope post transfer will be addressed through an Equalities Impact Assessment conducted closer to the final milestone

**5. Briefing, Sharing and Learning**

This table summarises the briefing activities. This EIA forms the primary briefing tool and has been shared as detailed below.

<b>Milestone Description</b>	<b>Briefing Date</b>	<b>OBPB</b>	<b>Cabinet/ CRC</b>	<b>Overview and Scrutiny – if applicable</b>	<b>GFC</b>	<b>Trade Unions</b>	
<b>Outset data</b>	<b>27 Mar 2012</b>	<b>13 Mar 2012</b>	<b>04 Apr 2012</b>	<b>19 Apr 2012</b>	<b>23 April 2012</b>	<b>27 Mar 2012</b>	
<b>Confirmation of in scope to transfer</b>							
<b>Post transfer</b>							