

## DRS Employee Equality Impact Assessment **Capita Symonds**

### 1. Introduction

#### 1.1 Purpose

1.1.1 It is recognised that such a significant transformation of services is likely to have an impact upon staff. This impact will be monitored through the completion of an Employee Equalities Impact Assessment (“EIA”); this is a “live” document and will be updated at key milestones throughout the lifespan of the project.

1.1.2 As part of the public sector Equality Duty, section 149 of the Equality Act 2010, the Authority is required to give due regard to the elements of the public sector equalities duty. The three elements of the public sector equality duty (**PSED**) involve the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited under the Equality Act;
- advance equality of opportunity by removing or minimising disadvantages experienced by people due to their protected characteristics, meeting the needs of particular groups and encouraging under-represented groups to participate in public life; and
- foster good relations between those sharing and those not sharing protected characteristics by tackling prejudice and promoting understanding.

The duty is a continuing one, and equality considerations are required to be integrated into all stages of the procurement, commissioning and decision making process. The duty extends to the council’s procurement of goods, works and services from external providers, and equality considerations must be embedded in the council’s relationship with its staff, suppliers and any staff transferring to suppliers under the Transfer of Undertaking (Protection of Employment) Regulations 2006.

The PSED is non-delegable. The council remains the decision-making authority and must ultimately discharge the PSED.

1.1.3 This EIA is a live document and has been used throughout the procurement process, it will also be used to understand the impacts on groups of staff over the period of the DRS project as well as being used as a baseline for any future decision-making by Capita Symonds.

This EIA has been updated at key milestones in the process and has been part of the decision making at each part of the formal process as well as informally influencing decisions.

1.1.4 Capita Symonds will support the Authority in complying with its equality duty whilst it provides services on behalf of the Authority.

#### 1.2 Aims and objectives of the OB programme

1.2.1 The project’s aim is to enable the Council’s development and regulatory services to be delivered differently to:

- provide improved services for their internal and external customers
- make savings to benefit the taxpayer
- enable them to adapt to a changing and evolving customer base in the light of any One Barnet developments and are therefore sustainable

1.2.2 The proposals approved in the Development and Regulatory Service options appraisal fit within the One Barnet principles. In line with the One Barnet principles, all services should:

- provide a new relationship with citizens
- be designed and delivered around customers' needs
- provide the best possible customer experience
- enable customers to help themselves by providing accurate and accessible information and enabling self-service wherever possible.

### 1.2.3 A one public sector approach should:

- be in a position to support the requirements of all public sector partners and drive better multi-agency working
- be flexible and, therefore, able to rapidly respond to changing demands.

### 1.2.4 A relentless drive for efficiency should:

- operate as efficiently as possible to both minimise the cost of the service and minimise the cost to customers of accessing the service
- be innovative and take advantage of evolving technology, thinking and practice
- maximise the value the Council achieves from all its assets (capital and revenue)
- safeguard the Council's position to maintain its reputation and comply with legal responsibilities.

## 1.3 Description of the critical milestones

- Identification of services in scope (Nov 2010):

Services
Building Control
Environmental Health
Hendon Cemetery & Crematorium
Highways Network Management
Highways Traffic & Development/Highways Strategy
Highways Transport & Regeneration
Land Charges
Planning Development Management
Regeneration
Strategic Planning
Trading Standards & Licensing

- End of dialogue one to reflect any changes to the scope of services included (Oct 2011)
- End of evaluation (January 2013)
- After the TUPE transfer of the activity to Capita Symonds (May 2013)

## 1.4 Key Stakeholders

- In-scope staff – represented by the staff group and service lead group
- Council customers – represented by the members of the advisory group, these are the service areas that use the services in scope
- Politicians – decisions regarding the progress of the project will be taken by Cabinet Resources Committee and Cabinet
- Senior Council officers – the project is sponsored by the Commercial Director and the board comprises of senior Council officers
- Trade Unions – represented by trade union staff who attend monthly meetings with the project manager, HR and project sponsor

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

### 2.1 Identification of services in scope

2.1.1 This is not expected to have an impact on staff as it is purely a paper exercise to establish the size of all the services in scope.

### 2.2 End of dialogue one

2.2.1 This is not expected to have an impact on equalities. Following the first round of dialogue it may become clear that some services may be added or taken out of scope in which case the staff baseline will need to be re-profiled and updated within the EIA to reflect the new collection.

2.2.2 It is expected that further reorganisations of the services in scope will be carried across 2011/12. At this stage, the nature and extent of these reorganisations is unknown and, as such, it is impossible to assess whether there will be an equalities impact.

### 2.3 End of Evaluation

2.3.1 It is anticipated that there will be a joint employment contract for those staff who carry out statutory functions; this is not expected to result in any equalities issues during mobilisation.

### 2.4 Staff Transfer

2.4.1 Capita Symonds has stated that the operation will be Barnet-based.

## 3.1 Monitoring Summary

**Table 1- Employee EIA Profile of the One Barnet Development and Regulatory Services**

**Project** (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).

All numbers replaced by an 'X' have been aggregated to protect personal identification

		In-scope profile at outset date		End of dialogue 1 date		End of evaluation		Post-Transfer Review	
		Total Council Equality Figures %	In-scope %	Total Council Equality Figures %	In-scope %	Total Council Equality Figures %	In-scope %	Total Council Equality Figures %	In-scope %
<b>Number of employees</b>		3,418	214	2,788	223	2,748	250		
Gender	Female	63%	47%	64%	48%	64%	45%		
	Male	37%	53%	36%	52%	36%	55%		
Date of Birth (age)	1985-1996	5%	6%	6%	7%	6%	12%		
	1975-1984	20%	22%	21%	22%	21%	23%		
	1965-1974	27%	31%	27%	30%	28%	29%		
	1951-1964	39%	36%	40%	35%	40%	32%		
	1941-1950	8%	5%	6%	5%	5%	5%		
	1940 and earlier	0%	0%	X	0%	X	0%		



Appendix 2 (i)

	Not stated	0%	0%	0%	0%	0%	0%		
Pregnancy & Maternity	Pregnant but not yet on maternity leave (MatB1)	0%	0%	0%	0%	0%	0%		
	Maternity Leave (current) (SMP&OMP)	0%	0%	0%	0%	0%	0%		
	Returned from Maternity Leave (in last 12 months)	0%	0%	0%	0%	0%	0%		
Religion or Belief	Christian	47%	48%	47%	48%	48%	46%		
	Buddhist	0%	X	0%	X	0%	X		
	Hindu	6%	5%	6%	5%	6%	6%		
	Jain	0%	X	0%	X	0%	X		
	Jewish	3%	X	3%	X	3%	4%		
	Muslim	4%	X	4%	X	4%	X		
	Sikh	0%	X	0%	X	0%	X		
	Other faith religions	4%	X	4%	X	4%	X		
	No religion	17%	22%	17%	23%	16%	22%		
	No response on faith	8%	5%	7%	5%	8%	5%		
	No form returned	1%	X	1%	X	1%	X		
	Atheist	1%	X	2%	X	2%	X		
	Agnostic	1%	X	1%	X	1%	X		
	Humanist	X	0%	X	0%	X	0%		
Not assigned	7%	7%	6%	7%	6%	6%			
Sexual Orientation	Heterosexual	67%	78%	69%	78%	70%	79%		
	Bisexual	0%	X	X	X	0%	X		
	Lesbian / Gay	1%	X	1%	X	1%	X		
	Prefer not to say	21%	13%	20%	13%	19%	12%		
	Not assigned	10%	9%	10%	9%	9%	7%		
Marriage and civil partnership	Married	34%	36%	30%	32%	32%	33%		
	Single	27%	31%	22%	26%	24%	26%		
	Widowed	1%	X	1%	X	1%	X		
	Divorced	3%	X	3%	X	3%	X		
	In civil partnership	X	X	X	X	0%	X		
	Co-habiting	1%	X	1%	X	1%	X		
	Separated	0%	X	X	X	0%	X		
	Unknown	35%	26%	32%	22%	39%	32%		
	Not assigned	X	0%	11%	14%	X	0%		
Relevant and related grievances	Formal	0%	0%	0%	0%	0%	0%		
	Upheld	0%	0%	0%	0%	0%	0%		
	Dismissed	0%	0%	0%	0%	0%	0%		

### 3.2 Data

3.2.1 The above table shows the protected characteristics for the in-scope community involved in the DRS transfer to the new provider. Data will be assessed over the 4 key milestones in the process.

3.2.2 The assessments to date were shown against the in-scope community and the Council as a whole (excluding schools).

3.2.3 The assessment of this data is to:

- understand where certain activities proposed by the new provider may affect one specific group over another.

- understand the make up of the transferring community and compare this against the make up of the Council, the preferred position would be that the transferees are of a similar representation as the Council.
- the assessment at the key milestones is to ensure the transferring community remained of a similar composition and used as a basis to investigate any major changes in the statistics of this group if a dramatic change were identified.

3.2.4 The protected characteristics are: age, disability, gender reassignment, marital status, pregnancy and maternity (including teenage parents), race, religion or belief, sex, sexual orientation.

3.2.5 The make up of the transferring group is greater in the following areas:

- Gender: Male
- Age: Born between 1964 and 1951
- Ethic Group: White British
- Disability: no disability; where there are a limited number of individuals with declared disabilities, these have been aggregated
- Religion or belief: Christian
- Sexual orientation: Heterosexual
- Marriage and civil partnerships: Married

3.2.6 The make up of the transferring group is reflective of that of the retained Council, as shown in table 1, columns 4, 6, 8 and 10.

3.2.7 In a number of these categories the greater characteristic is not by a significant number, for example gender. This has remained around circa 47%/53% female/male split. This means that changes to the transferring group is more likely to affect a higher percentage of men than women.

### **3.3 Transfer of Information on Disability**

3.3.1 The Authority has requested that the new provider requests equalities data from the transferring group at the point of transfer; this will not be transferred by the Council.

3.3.2 The intention is to both protect individual staff choice in the provision of this data to a new employer and to give staff the opportunity to refresh their equalities information.

3.3.3 A data cleanse has been carried out with the transferring staff on all transferring data. As part of this, staff have been given the opportunity to provide information on workplace adjustments, this can be anything from formal or informal working patterns to local arrangements, specific equipment or support to enable staff to effectively carry out their role.

3.3.4 Staff were informed that the workplace adjustment field will be submitted to the provider in the words provided by the individual. The new provider will offer to hold one-to-one meetings with all staff, this will give both parties the opportunity to explore this field and understand the detail of individual's personal requirements.

### **3.4 Maternity Leave**

3.4.1 Staff on maternity leave will be offered the opportunity to attend all briefings and one-to-one meetings with both the Council and their new employer prior to and during the mobilisation period.

- 3.4.2 If meetings are attended, staff can use their “keep in touch” days to be paid for these sessions.
- 3.4.3 If it is impossible for a member of staff to attend, due to their personal circumstances at that time, their line manager will brief them in the most appropriate way, either at a more appropriate time or via telephone if necessary.

### **3.5 Data Gaps**

- 3.5.1 The business case shows full-time equivalent (FTE) figures in the financial model; the EIA shows data described by percentage of headcount. This gives a clear view of the actual effect on each of the protected characteristics.
- 3.5.2 The above figures have been taken from the SAP HR system on employees known to be in-scope by name.
- 3.5.2 The data for the first two milestones were taken from the Council’s standard data set which also included casual workers. The Council has since changed their data set to remove casual workers from their reporting; therefore a disproportionate drop in Council staff figures is shown.

### **3.6 Evidence**

#### **List below available data and research that will be used to determinate impact on different equality groups**

- 3.6.1 The revised establishment lists from SAP provide the primary data, plus the data cleanse returns, ‘local knowledge’ of heads of service and one-to-one meetings between staff and the new provider.
- 3.6.2 When making any decisions affecting staff, the new provider will be expected to consider the impact of the project on the following, amongst other potential factors:
- Flexible working arrangements and their impacts on parents and carers (working practices)
  - Working from home (working practices)
  - The impact of moving staff to different work locations (relocation)
  - The impact of potential changes to holidays / term-time working (working practices)
  - The impact on staff of changes to their working culture (equalities)
  - The impact on staff of additional health and safety training (training and development)
  - The impact on staff of a different programme of investment and development (training and development)
- 3.6.3 Any changes to terms and conditions/policies and procedures proposed by the new provider will be subject to consultation post-transfer. The new provider has agreed to honour the council’s TUPE Transfer Commitments so there will be no change to contractual terms and conditions for the first year following transfer.
- 3.6.4 The table at 4.1.4 shows potential impacts and mitigation proposed by the new provider in the final tender.

## **4. Project Milestone Outcomes, Analysis and Actions**

### **4.1 Summary of the outcomes at each milestone**

#### **4.1.1 Identification of services in scope - EIA iteration - Nov 2010**

The EIA data was reviewed in conjunction with the business case to identify any potential equalities implications on staff.

#### **4.1.2 End of dialogue one – EIA iteration - Oct 2011**

The ISOS submissions were completed and have been evaluated. At this stage there was a down selection from 4 bidders to 2. The EIA was updated and there were no equality impacts on staff at that time.

#### **4.1.3 End of evaluation – EIA iteration - Jan 13**

The EIA data has been revised and the proposals in the recommended preferred bidder's final tender are shown below.

A number of the changes proposed by the new provider will be seen as positive; where the impact of these changes are perceived as a negative, the impact of these and mitigation provided in the final tender have been considered in the table in section 5.

#### **4.1.4 Transfer date**

The EIA will be reviewed following the transfer in order to determine the actual impact on staff in scope, this will be the final milestone review.



## 5. Potential Impacts and Proposed Mitigating Actions/Benefits to Staff

Listed below is a summary of the key benefits to staff

	<b>Proposed Activities</b>	<b>Potential Impact</b>	<b>Impact Type</b>	<b>Protected Groups Affected</b>
1	<b>Transition and Communication</b>	<b>Staff concern about protection of their terms &amp; conditions and fair treatment at the point of transfer</b>	<b>Negative</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				
<ul style="list-style-type: none"> <li>•Capita Symonds has stated that they will abide by the TUPE Regulations, all transferring staff will have their continuous service preserved under TUPE and that all their contracts of employment transfer, with staff retaining their key contractual transferring terms and conditions such as annual leave, grade and pay entitlements</li> <li>•Capita transition team is experienced and will be on-site to coach/mentor transferring staff. Over 70% of their existing 45,000 staff have transferred to Capita under TUPE from previous employers or through acquisition. Over 40% of those have come from Local Government.</li> <li>•Capita Symonds provide a full communication and engagement plan to integrate staff into the joint venture quickly and effectively including: <ul style="list-style-type: none"> <li>○ Inform and consult with TUs and staff</li> <li>○ Working collaboratively with TUs to ensure consistency of message</li> <li>○ Team manager sessions on HR processes and relevant Capita Symonds information</li> <li>○ PeopleCare programme including welcome presentation, induction, staff bulletins, confidential email helpline, staff drop in sessions, one-to-one meetings, regular Q&amp;As</li> <li>○ ManagerCare programme is an extension of the PeopleCare programme to support managers</li> <li>○ Staff briefings will consider various groups of staff including varying work patterns and locations</li> </ul> </li> <li>•Capita Symonds HR staff integration team to support staff throughout transfer period. Enhanced HR support to transferring staff, such as training, leadership development programmes, Continuous Professional Development and funding for professional subscriptions”.</li> <li>•Capita Symonds have committed to a series of fortnightly collective tripartite consultation meetings; a terms and conditions matrix will be developed which will reflect the final agreed position which will apply to all transferring employees post transfer; they will confirm all final agreed measures to the transferring employees by way of a personalised letter; the opportunity for group or individual consultation sessions will be offered to 100% of staff prior to the service commencement date; they will not vary the contractual terms and conditions of transferring staff within the first 12 months of the contract.</li> <li>•Staff satisfaction survey within 9 months</li> <li>•Pension auto-enrolment at appropriate staging date</li> </ul>				
2	<b>Consultation on proposed measures (known changes)</b>	<b>Staff concern about protection of terms &amp; conditions</b>	<b>Negative</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				

	<ul style="list-style-type: none"> <li>•Capita Symonds have committed to provide a terms and conditions matrix which will reflect the final agreed position which will apply to all transferring employees post transfer; they will confirm all final agreed measures to the transferring employees by way of a personalised letter; the opportunity for group or individual consultation sessions will be offered to 100% of staff prior to the service commencement date; they will not vary the contractual terms and conditions of transferring staff within the first 12 months of the contract.</li> <li>•The approach to contractual terms and conditions will be reviewed, in particular, the policies and procedures which support those terms and conditions with a view to aligning the policies and procedures to standard Capita procedures after the first twelve months of the partnership. However, any entitlements to pay, for example, maternity, paternity and company sick pay will remain.”</li> <li>• Provision of Capita Symonds of individual staff verification packs to confirm transferring terms and conditions (page 10 of HR SIDP para 2.1.1)</li> <li>•Signed up to the Council’s TUPE Transfer Commitments including admitted body status for the pension</li> <li>•Capita commits to fortnightly collective tripartite consultation meetings, following which a joint bulletin will be agreed and issued to all transferring employees. A pre-consultation measures letter will be produced to the council at contract award stage. They will confirm all final agreed measures to the transferring employees by way of a personalised letter which forms part of their verification process.</li> </ul>			
3	<b>Training and Development</b>	<b>Development in role and career progression</b>	<b>Positive</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				
<p>Capita Symonds will:</p> <ul style="list-style-type: none"> <li>• Post-transfer offer opportunities to work on innovative and new projects</li> <li>• Provide continuous professional development and skills enhancement</li> <li>• Provide staff with the right tools so they can excel in their roles</li> <li>• Manager Care programmes including all transferring managers will attend the Managers Guide to Employment Practices course</li> <li>• Succession planning and talent management</li> <li>• £500 per person per annum, average 5 days per person per annum to be invested in training and development</li> <li>• Mentoring for every transferring manager</li> <li>• Capita vocational learning programme</li> <li>• Appoint an Organisational Development Co-ordinator from within the transferring staff in scope</li> <li>• Career development</li> <li>• Skills mapping to identify training needs</li> <li>• Full roll out of performance appraisal process and setting of clear objectives clearly linked to KPIs</li> <li>• Focus on professional accreditation and support existing professional development plans</li> <li>• One annual business relevant professional subscription per person per annum</li> </ul>				

4	<b>Restructure</b>	<b>Possible loss of employment or detriment suffered from changes</b>	<b>Negative</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				
<ul style="list-style-type: none"> <li>•Capita does not envisage a large headcount reduction as a result of efficiency savings on their core services. The intention is to redeploy people into roles on growth activity.</li> <li>•They will adopt a fair and reasonable selection process, which will be consulted upon and applied consistently. Further potential redeployment opportunities throughout the partnership and in the wider Capita Group will be explored.</li> <li>•Capita have stated the operation to be Barnet-based</li> <li>•Offer of opportunities to work on innovative and new projects if appropriate</li> <li>•Provide continuous professional development and skills enhancement</li> <li>•Provide staff with the right tools so they can excel in their roles</li> <li>•Succession planning and talent management</li> <li>•Career progression</li> <li>•Skills mapping to identify training needs</li> </ul>				
5	<b>Trade Unions</b>	<b>Staff concern over potential loss of TU representation</b>	<b>Negative</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				
<ul style="list-style-type: none"> <li>•A series of fortnightly tri-partite meetings will be held between the Council, Capita Symonds and recognised TU's where equalities issues can be raised</li> <li>•Capita Symonds acknowledges that the London Borough of Barnet is committed to promoting and maintaining good industrial relations and acknowledges the commitments contained with the Trade Union and Employee Engagement Framework.</li> <li>•Capita has a great deal of experience of engaging trade unions regarding the transfer of staff under the TUPE Regulations and have in place a number of key strategic partnerships with trade unions</li> <li>•Capita has committed to engage with trade unions as part of consultation on any restructures post-transfer</li> </ul>				
6	<b>Working practices</b>	<b>Staff concern regarding flexible working formal and informal</b>	<b>Negative</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				
<ul style="list-style-type: none"> <li>•Capita have committed to honour 100% of existing flexible working arrangements for transferring staff. However, should business needs dictate that some local arrangements no longer work for the business, they reserve the right to discuss this with the employee</li> </ul>				
7	<b>Equalities</b>	<b>Concern about moving to a new culture</b>	<b>Negative</b>	<b>All</b>
<b>Proposed Mitigating Actions/Benefits to Staff</b>				
<ul style="list-style-type: none"> <li>•Capita have committed to adding commercial skills and acumen to the services to enable growth</li> <li>•Developing existing staff and managers with new skills to maximise flexibility</li> </ul>				

- Investing in new ICT to enhance customer service and maximise efficiency
- Investing in additional capacity to optimise service quality and enable growth
- Introducing best practice to improve productivity for further savings and capacity
- The PeopleCare programme comprises a series of communication and consultation activities and has proven to be a vital tool in supporting the transferring of staff and managers into the organisation
- A key element of the ManagerCare programme will be a half day cultural integration workshop

## 6. 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>Table 2 Milestone Description</b>	<b>CDG</b>	<b>Cabinet / CRC</b>	<b>GFC</b>	<b>PFC</b>
<b>Identification of services in scope</b>		28/03/11		
<b>End of dialogue one</b>		14/12/11		
<b>End of evaluation/ recommendation of preferred bidder</b>		TBC		
<b>Transfer Date</b>			TBC	TBC