

London Borough's of Haringey and Waltham Forest

Employment Protocols for Shared Services

1 Introduction

- 1.1 These Employment protocols provide a framework for managing the different issues that will arise from providing services jointly by two or more organisations. It is assumed that separate protocols covering finance and governance/legal arrangements will be developed to sit alongside these protocols to deal with issues such as delegated authorities, differing financial pressures - the impact these might have on a partnership, termination of arrangement etc.
- 1.2 The framework has been drawn up specifically to take account of the relationship between the London Boroughs of Haringey and Waltham Forest. A set of employment protocols in more detail are being developed and consulted on with unions.
- 1.3 These protocols cannot deliver joint HR procedures for partnership. However it is important that there is a joint and agreed approach to the way each partnership is approached to ensure clarity fairness and equity. This could for example, include an agreement around ringfences being conducted across boroughs for new post in the partnership, and joint panels for restructuring purposes.

2 Types of Partnership Models

The framework assumes one of three types of partnerships (also see appendix A):

2.1 Shared Working:

Follow common/ collaborative framework for service delivery and service priorities. Staff remain employed by their own authority providing similar services but can benefit by sharing best practice and processes, joint learning and development initiatives, joint procurement or entering into same framework etc. The aim would be to have a joint service statement and monitoring arrangements.

2.2 Shared Service:

One borough leads or provides the management and possibly the bulk of the rest of the service. The secondary borough will second their staff to the lead borough. Secondments may take a variety of forms but the basic premise is that the staff remain employed by their respective borough. In some situations staff may be offered the choice to transfer to the lead borough and / or recruitment to resulting vacancies may automatically transfer to the lead borough. Staff may be co-located and provide a degree of cover for each other.

2.3 Service Provider:

One borough provides the service with staff transferring to the lead borough under TUPE arrangements with the other Borough retaining an appropriate client function. Staff likely to be co-located although depending on the service may retain a presence in client borough.

Note: *The protocols do not cover* situations where outsourcing of services is required, or where TUPE applies or where an employee led mutual service (social enterprise) is set up

3 Governance/Decision Making:

3.1 Separate protocols will cover governance and decision making arrangements that will apply in relation to partnership working.

4 Rationale/ Outline Business Case (OBC)

4.1 Decision Making on Model:

See section 2 and appendix A

4.2 Opportunities/Drivers that will influence the chosen model:

- Strengths/Weaknesses on either side including PIs, findings from inspections/reviews; skills and abilities of staff; robustness of business systems in place
- Benefits to service provision
- Infrastructure including: Technology, Accommodation, Location Assets
- Geography/Demography
- Savings/Budget Imperative/ relative financial health, forthcoming retendering exercises
- The need to address audit/other inspection recommendations
- Desire to keep in-house services
- Statutory requirements around a particular service
- Key post vacancies

4.3 Who is involved in decision making

- Members
- Borough management teams
- Both sides' Finance and HR
- TUs and staff
- Where a service to residents is involved an appropriate consultation exercise will need to be undertaken

5. Decision making process

- A joint body for key decisions on set up and working arrangements for the service
- Appoint leads from each authority

- Needs a level of joint scrutiny to ensure vested interests are not being protected from either side

6 Communication with staff

- 6.1 It is important that there is a transparent and consistent decision making process when deciding on a model and it is suggested that a template is developed that can be used to support business cases for any forthcoming shared arrangements. This will help to avoid a mismatch of communication between boroughs which can lead to concern being raised on the part of staff.
- 6.2 The trade unions have expressed concern about the general lack of information that has been provided to them to date and we have now set up bi- monthly meetings with the trade unions from both Waltham Forest and Haringey so that they can be updated on progress on the various projects that are developing. However to ensure that a more consistent approach is taken there should be a joint approach to communications built into the OBC and Project Initiation Document (PID) so that there is one consistent message sent to both sides in a co-ordinated fashion. The level of formality and frequency will depend on the size and complexity of the partnership under consideration and so each communications plan will need to meet the needs of the particular circumstances.
- 6.3 Clearly there will need to be a communications plan covering members, services users, and other services which will work with the new partnership etc. but this does not form part of the employment protocols.

7. Ways of working in partnership

- 7.1 These broadly fall into either:
- matters relating to the setting up of the partnership; or
 - arrangements that need to be in place for when the partnership is up and running.
- 7.2 Clearly where the Service Provider is the chosen delivery model the usual requirement around TUPE transfers will apply and the lead authority will become the employer of staff. As noted above there will need to be a communications plan in place so that staff and unions are kept informed of developments.
- 7.3 For both the shared working and shared services models where there will be staff employed in both boroughs there should be a joint restructuring report and consultation period, together with agreed and consistent organisation structures, with appropriate resource levels and posts in both authorities as determined by service usage. It may also be the case that one authority

undertakes a particular part of the service for both organisations in which case posts may not exist in both organisations.

- 7.4 Each authority will have to consult its own staff and unions about the proposed restructure but the authorities should evaluate responses to consultation and alternatives proposals put forward together.
- 7.5 Equality impact assessments (EqIA) will be produced by each relevant employer, but cross referencing of impact, consultation and mitigation will need to be undertaken to ensure fairness.
- 7.6 The restructuring processes for both organisations broadly build on legal requirements with a few differences. It is suggested that the authorities' process regarding issuing of notice, redeployment and redundancy payments are retained and not specifically affected by the partnership as the employing authority will remain the employer. However the approach to consultation and job matching will need to be uniform.
- 7.7 Shared working model**
There will need to be a joint management board to over see all aspects of the partnership, including HR issues. Broadly the host authority will apply its own HR policies and procedures to its staff. However, where there may be an impact on employee relations/ contracts within the partner borough, this will need to be done through the joint management board.
- 7.8 Shared service model**
It is recognised that in delivering services for another borough that it is important that working relationships with other teams or services are developed and built on. Therefore the manager(s) of the service will need to be part of partner boroughs project/ functional management team meetings as and when they arise. These arrangements should ideally be outlined in the Memo of Understanding/ Service Level Agreement, but if not then appropriate notice and detail of such arrangements should be given when known.
- 7.9 Shared managers**
Where a manager has responsibility for delivering services in another borough the appropriate delegated authorisations must be specified in that borough's constitution to ensure that any management decisions are enacted in the duly authorised way on behalf of the borough receiving the service.

It is important that the manager providing the service should be clear where actions requiring committee decision need to be reported within each borough.

7.10 Management spans of control principles

The recommend principle for the design of services outlines that Managers should typically be directly responsible for around eight staff and, ideally, no less than five. This ratio will depend on the diversity and complexity of the occupational groups and activities and nature of services provided. It is possible to manage larger groups than eight members of staff, especially in areas with more standard ways of working e.g. customer service, but it should be borne in mind that the effectiveness of management can start to break down.

Layers of management should be added/retained only where there is evidence of absolute need. As a guide there should not be more than four layers of staff between business unit head/Assistant Director and operational staff.

7.11 Equal time split

In relation to secondments where it is clear that post holders are covering roles with responsibilities for work in both boroughs it is assumed that a 50/50 time split will broadly take place unless otherwise specified in the MoU/ SLA. If there is a departure from this arrangement (say 10% or more) for a period of time (e.g. more than a month) there will need to be discussions involving both boroughs to understand the situation, reasons and what action is appropriate to resolve the difference.

- 7.12 It is acknowledged that there will be occasions where the time focus will predominantly be on one borough because of a situation/ issue, but this should be identified to the partner borough as soon as it is practical with an estimate of the time and likely duration.

7.13 Business Planning

The service will need to feed in/ contribute as appropriate to the Business planning cycle of the partner boroughs. This should be outlined in the MOU/ SLA.

In addition the business continuity plans for the service must be clearly specified and notified to the partner borough(s).

7.14 Performance Management and Reporting

Appropriate reporting of measures of service delivery will be agreed with the partner borough(s). This will include the frequency of reporting.

Ideally, the partners will agree the same measures to minimise the time and effort on production of these but it is recognised that there may be some performance measures that are required differently for one borough or the frequency of reporting may be different. The reasons for different measures should be justified.

7.15 Secondment agreements

Two separate secondment agreements will be drawn up to cover two different arrangements.

- A - Secondment agreement to deal with situations where the employee is doing work predominantly in the other borough.
- B - Secondment agreement where the employee is doing work for both boroughs, usually on an equal basis, or on an agreed time split.

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Haringey and Waltham Forest Shared Services – Employment Protocols Matrix

Partner Arrangement	Employment Arrangement	Governance Arrangement	Recruitment Arrangement
<p>Shared Working Follow common/ collaborative frameworks for service delivery</p>	<p>Employee remains with own employer including management arrangements</p>	<p>Memo of Understanding (MOU)</p>	<p>Own borough arrangements remain</p>
<p>Shared Service One borough leads or provides the bulk of the service</p>	<p>Secondment of staff Lead borough responsible for the management of staff</p>	<p>MOU / Service Level Agreement (SLA)</p>	<p>Joint Employment Protocols</p>
<p>Service Provider One borough provides the service</p>	<p>TUPE Staff transferred from other employer retaining their old contract</p>	<p>Contract</p>	<p>Providers employment practices apart from TUPE staff</p>

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