

CABINET ITEM COVERING SHEET PROFORMA

AGENDA ITEM

**REPORT TO CABINET
22 NOVEMBER 2007**

**REPORT OF CORPORATE
MANAGEMENT TEAM**

CABINET DECISION

Lead Cabinet Member – Councillor Terry Laing

STOCKTON DARLINGTON PARTNERSHIP

1. **Summary**

The purpose of this report is to present to Members the detailed business case for the development of a Partnership between Stockton and Darlington Councils to provide a range of support services and seeks approval for the Partnership to be implemented.

2. **Recommendations**

- 1 That approval be given for the implementation of a public/public Partnership between Stockton Borough Council and Darlington Borough Council to provide joint services in:
 - ICT
 - Transactional Finance
 - Transactional HR and Payroll
 - Design and Print
- 2 That approval is given for the Governance framework and for Stockton Borough Council to accept the delegation of the above functions from Darlington and undertake the role of employing Authority involving the transfer of staff from Darlington under TUPE protection.
- 3 That the Corporate Director of Resources be delegated responsibility in consultation with Director of Law and Democracy and Cabinet Member to approve the Legal Agreement and the final financial position following ongoing discussions with Unions.
- 4 That Members note the potential for consortia purchasing of risk management and insurance services with Darlington.

3. **Reasons for the Recommendations/Decision(s)**

Gershon, the CPA process, and continued financial pressures are driving local authorities into considering alternative methods of service delivery. In response a project has been undertaken looking into the possibility of Stockton and Darlington Councils delivering a number of joint services. The report seeks approval to proceed to implementation stage.

4. **Members Interests**

Members (including co-opted Members with voting rights) should consider whether they have a personal interest in the item as defined in the Council's code of conduct (**paragraph 8**) and, if so, declare the existence and nature of that interest in accordance with paragraph 9 of the code.

Where a Member regards him/herself as having a personal interest in the item, he/she must then consider whether that interest is one which a member of the public, with knowledge of the relevant facts, would reasonably regard as so significant that it is likely to prejudice the Member's judgement of the public interest (**paragraphs 10 and 11 of the code of conduct**).

A Member with a prejudicial interest in any matter must withdraw from the room where the meeting considering the business is being held -

- in a case where the Member is attending a meeting (including a meeting of a select committee) but only for the purpose of making representations, answering questions or giving evidence, provided the public are also allowed to attend the meeting for the same purpose whether under statutory right or otherwise, immediately after making representations, answering questions or giving evidence as the case may be;
- in any other case, whenever it becomes apparent that the business is being considered at the meeting;

and must not exercise executive functions in relation to the matter and not seek improperly to influence the decision about the matter (**paragraph 12 of the Code**).

Further to the above, it should be noted that any Member attending a meeting of Cabinet, Select Committee etc; whether or not they are a Member of the Cabinet or Select Committee concerned, must declare any personal interest which they have in the business being considered at the meeting (unless the interest arises solely from the Member's membership of, or position of control or management on any other body to which the Member was appointed or nominated by the Council, or on any other body exercising functions of a public nature, when the interest only needs to be declared if and when the Member speaks on the matter), and if their interest is prejudicial, they must also leave the meeting room, subject to and in accordance with the provisions referred to above.

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BACKGROUND

1. A report was presented to Cabinet in February 2007 where approval in principle to proceed with the Partnership was requested and granted, subject to the future presentation of an Outline Business Case. Members will recall that at that stage a piece of work had already been undertaken which considered the potential for joint working across most of the Resources Service Grouping areas, Benefits and Legal. This work concluded that there were potential benefits and identified four strands which it was felt would provide the most benefit and least challenge in terms of implementation, as follows:

1. Transactional HR
 2. Transactional Finance
 3. Design and Print
 4. Information and Communication Technology
2. Members will recall that lead officers from both Councils were appointed for each of the strands and a project support team was established.
 3. The work since February has been complex and challenging and has focused on four inter-related areas of activity:
 - Development of the Business Case, outlining the financial and non-financial benefits.
 - Development of the Governance arrangements, i.e. how the Partnership will be organised, managed, including roles and responsibilities.
 - Establishment of appropriate accommodation.
 - Staff issues.

BUSINESS CASE

4. The business case has been prepared and this incorporates individual business cases for each strand. A copy of the full document is available from the Members library and is on the intranet. An Executive Summary has also been prepared and this is attached at **Appendix A**. The key benefits identified are:
 - Efficiency savings of £7.4 million over 10 years. This will be shared on a ratio of 61.8% to Stockton and 38.2% to Darlington to reflect the current baseline position.
 - The Partnership will deliver a transformed ICT service in both organisations. The current services were identified by a consultant's report as being "utility" based and complex, with fragmented ICT investment and a lack of a long term application or architecture. The proposed service re-invests some of the efficiency gains into a strategic function which will both drive architectural change and further efficiencies and; influence, support and enable all Council services in achieving the modernisation and efficiency agenda as outlined in the recently approved ICT Strategy.
 - All strands will benefit from increased capacity, resilience and improved customer service.
 - The transactional finance and HR strands will benefit from investment in system and business development teams. These teams will rationalise processes and procedures as well as improve functionality and the availability of management information to service users to enable improvements in service delivery.
 - The Partnership will include the completion of a new ICT room, particularly important given that Stockton needs to re-locate this facility irrespective of the Partnership. This will be based in Darlington Town Hall.
 - The potential for further efficiency gains in the future via expansion with other Councils or extension into other service areas.

GOVERNANCE ARRANGEMENTS

5. The Governance arrangements are incorporated into the Business Case and the key issues are:
 - Stockton will be the employing Authority for all Partnership staff, based on the capacity of the two organisations and volumes of staff transferring.

- A Partnership Board will oversee the management of the Partnership, which will effectively carry out the delegated responsibilities of the two Corporate Directors, with the day-to-day management being the responsibility of a Partnership Manager.
 - A joint Advisory Panel will be established involving the Cabinet Member for Corporate and Social Inclusion and the equivalent Member from Darlington to oversee policy and strategy.
 - The level of delegation to the Partnership is consistent with the current level of delegation to the Corporate Director. Decisions outside of this will be taken by either Cabinet or Council much the same as is the case today.
6. The Business Case includes the Legal Heads of Terms which are attached at **Appendix B** to this report, and a formal legal agreement will be prepared during the implementation planning stage. The basis of the Partnership in legal terms is that Darlington will formally delegate those functions at paragraph 1 above to the Executive at Stockton and using the Council scheme of delegation to officers the functions will be delegated to the Partnership Board.

ACCOMMODATION

7. A considerable amount of time has been spent considering accommodation in both Stockton Borough and Darlington Borough, both assets owned by the two Councils and assets available on the market. The final proposals are provided below and are based on split locations:
- Transactional Finance and HR will be based in Bayheath House (Stockton)
 - ICT will be based in Lingfield Point (Darlington)
 - Design and Print will be based in Municipal Buildings Stockton.

There will be a need for certain functions to maintain a small presence in each Council, such as for example design and print and member ICT support.

STAFF ISSUES

8. To achieve the outcomes from the Partnership, there are implications for employees. Firstly Darlington employees will become Stockton employees. Both Councils clearly have very similar terms and conditions and Darlington employees will be protected as if TUPE (transfer of undertaking protection of employment) applied.
9. Currently the Partnership baseline position includes 237 full time equivalent (fte) employees, 150 from Stockton and 87 from Darlington. There will be a reduction in the posts required at the stage of the initial set up of around 19 ftes and an additional 28 ftes (approximately) in subsequent years. In the planning period for the Partnership, both Councils have kept posts vacant and used all sensible means to reduce the impact of reductions on employees. Both Councils have a track record of minimising the impact of job reductions on employees and in this instance redeployment into both Councils will be available to any employee put at threat of redundancy by the Partnership.
10. Nearly all employees within the Partnership will have a new place of work and all efforts will be made to minimise the impact on individuals by all means possible. It is intended that additional travelling expenses will be paid to relocated staff.
11. Trades Union consultation has been extensive during the development of the business case and detailed consultation on structures etc commenced in September (draft structure is available at **Appendix C**).

12. To facilitate detailed consultation with Trades Unions the original consultation period was extended to 6 November 2007. A joint response from the Unions is attached at **Appendix D**, which overall, given the scale of the change involved is the most supportive that could be expected. Comments on the response are attached at **Appendix E**.
13. Under delegated powers the post of Partnership Manager has been recruited to. This decision was taken to ensure should Members confirm their support in principle for the Partnership then a manager would be in place as soon as possible after the decision. Should the Partnership not be approved the jointly appointed manager will be utilised by both Councils to move forward other projects.

REVIEW

14. Members may recall that at the initial stages of the project a Gateway Review was undertaken lead by the Government Agency 4P's. The review was positive and gave a number of actions which have been implemented.
15. A second Gateway Review of the project has now been undertaken. This was a Gate 1 Review which covered:
 - The robustness of the business case
 - Stakeholder support
 - The project will deliver its business goals and that it supports business change
 - The scope and specifications are realistic, clear and unambiguous
 - Plans are in place for the next stage.
16. The Review involved desktop work together with interviews of a number of key Officers and Members in both Councils. It was undertaken in August 2007, at the time the Business Case was being finalised.
17. The findings from the review were extremely positive, and confirmed that the business case was robust and that the governance arrangements had been well thought through and there was significant support and commitment for the project. Extracts from the report are as follows:

"They have demonstrated courage and resolve in driving forward a public - public Partnership which is still very much an untried concept and tackling some challenging legal issues in setting up the Partnership. They now have well developed governance arrangements and a good structure for the business case."

"The Council has stated clearly its aims for the Partnership Programme. The Review Team is impressed with both Council's determination to take on such an ambitious programme for which it has secured political support and senior management commitment from both Councils"

"This is a good Business Case which is well structured and clear"

18. A number of recommendations were made, mainly surrounding the implementation planning and these have been incorporated into the Business Case and implementation plan.
19. A joint scrutiny review involving Members of the Corporate Policy Select Committee and the equivalent at Darlington Council has also been undertaken. The process focussed on the Business Case and the Gateway Review documentation and also involved interviews with the Corporate Director of Resources and the Director of Corporate Services (Darlington). The Review supported the proposal to proceed.

NEXT STEPS

20. The next stage of the project will be the development of a detailed implementation plan. This will include:
- The development of a legal agreement, including exit strategies
 - Recruitment and selection of staff to the Partnership
 - Managing the change and supporting staff through it
 - Developing a positive culture and ensuring effective training and development is in place
 - Development of performance management framework
 - Organisation of accommodation and movement of staff
 - Development of infrastructure and technology
 - Continued engagement of staff and customers.

JOINT PROCUREMENT OF RISK MANAGEMENT AND INSURANCE SERVICES

21. Whilst working with officers from Darlington Borough Council it became clear that there was an opportunity for further joint working around risk management and insurance. As a result a feasibility study has been commissioned to evaluate the potential to achieve efficiency savings through joint procurement of risk management and insurance services. In effect this would be via consortia purchasing which is the only viable and realistic structure to deliver benefits without the need for investment and financial risk.
22. Findings from the study to date indicate that there appear to be no significant barriers to proceeding with the consortia solution presently under consideration, and there is a realistic expectation that this approach will achieve worthwhile long-term savings as well as a range of non-financial benefits. The next steps in the progression of matters will be to prepare for and undertake a full joint marketing exercise in advance of the two authority's current insurance arrangements expiring in June 2008. This will determine whether the predicted reduction in costs can in fact be realised and enable a final decision to be taken on whether the scheme should proceed. There is the option should the savings not materialise for both authorities to arrange their cover individually as happens now.

FINANCIAL AND LEGAL IMPLICATIONS

Financial

23. The report outlines efficiencies of £7.4 million over 10 years to be shared between Stockton and Darlington Councils after taking account of upfront investment costs. As the Partnership projects to break even within 3 years, it can be contained within the Resources Service Grouping medium term financial plan.

Legal

24. Section 19 of the Local Government Act 2000 provides the necessary power for one local authority to arrange for its functions to be discharged by another local authority. The functions to be delegated (transactional HR and Finance, Design & Print and ICT) are executive functions and may be delegated to another local authority by virtue of Regulation 7 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 SI No 2851/2000. Regulation 10 permits further delegation of those functions to a committee, sub committee or an officer of the Authority. The Heads of Terms are included in the report and a detailed legal agreement will be prepared as part of the implementation phase.

RISK ASSESSMENT

25. The development of the Partnership is currently identified in the Council's Risk Register as a high risk due to the complex nature of the Partnership. Controls are in place to manage this risk and the risk ratings will be reviewed throughout the implementation stage of the project.

COMMUNITY STRATEGY IMPLICATIONS

26. A Partnership arrangement delivers efficiencies which assist in the retention of the current medium term financial plan. It also responds to the Government's Gershon Efficiency agenda which requires Councils to make 2.5% (rising to 3%) efficiencies each year.

CONSULTATION INCLUDING WARD/COUNCILLORS

27. A consultation strategy is in place. Staff have been involved in the detailed design work in many areas and in others have received communications on progress. Joint meetings with Stockton and Darlington unions have been held to discuss progress. A Partnership Board with client representatives from both Stockton and Darlington has been held. It is intended that all consultation will continue into the implementation phase. A Members' Seminar will be arranged to discuss the detail in due course.

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Background Papers

Cabinet report 1 December 2005 including extracts from a report produced by Deloitte MCS Limited, a full copy of which is available in the Members' Library and on the intranet.

Ward(s) and Ward Councillors:

Property

The current review of assets will take into account any requirements of the Partnership.

Stockton/Darlington Partnership - Business Heads of Terms

1. Strategic Objectives

1.1 The objectives of the Partnership have been defined and agreed by both Councils as:-

- to jointly provide a range of corporate and transactional services to Darlington and Stockton Borough Councils
- to secure efficiencies whilst retaining highest rated performance
- improve service capacity and resilience
- to form a nucleus around which both Councils and future partners could align service delivery
- to build capacity in Partnership councils, securing intellectual capacity, recruitment and retention and sustainability
- act as an exemplar or prototype of collaborative working for the North East
- to ensure that the Partnership is both “future proof” and “expandable”

2. Governance Arrangements

2.1 The structure for the Partnership is an administrative arrangement involving the delegation of functions from Darlington to Stockton using powers in Section 19 of the Local Government Act 2000.

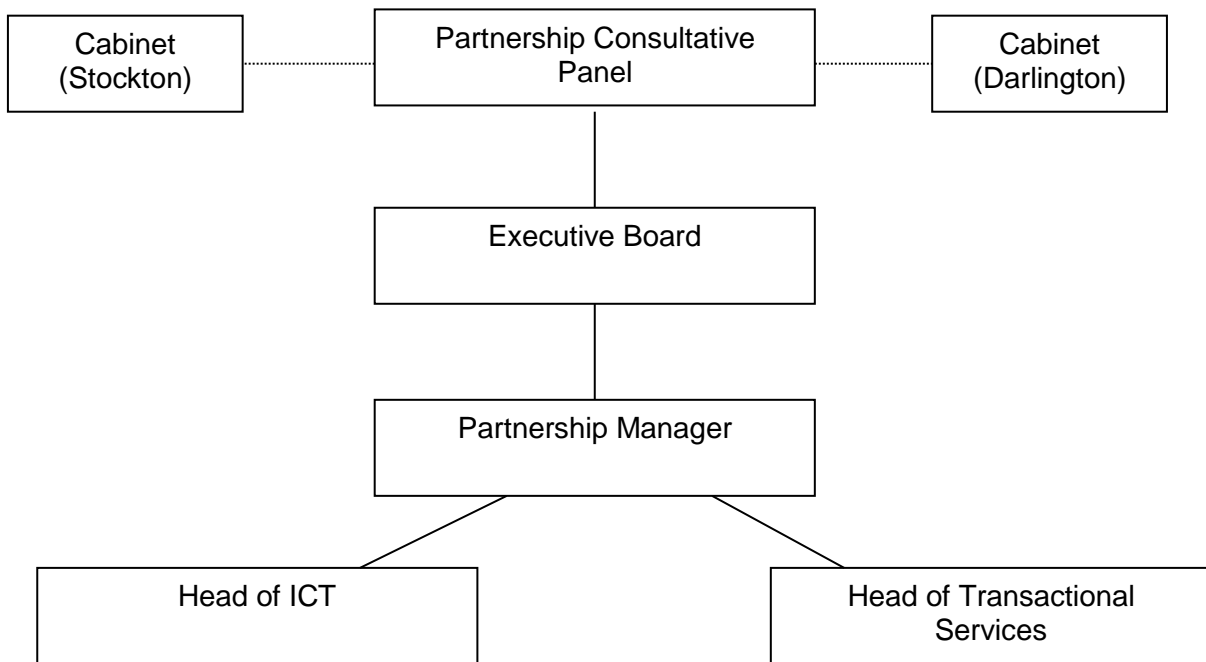
2.2 The functions to be delegated (transactional HR and Finance, Design & Print and ICT) are executive functions and may be delegated to another local authority by virtue of Regulation 7 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 SI No. 2851/2000. Regulation 10 permits further delegation of those functions to a Committee, Sub-Committee or an Officer of the Authority.

2.3 In terms of decision-making, each Local Authority will remain responsible for key policy and budget decisions that are outwith the agreed Medium Term Financial Plan for each Authority. Accordingly, only operational and managerial functions will be delegated and discharged by Stockton in accordance with agreed joint arrangements on behalf of both Authorities.

2.4 It is recognised that the delegation of functions from one Authority to the other is necessary in order to create one employer. It is not, however, the intention for one Authority (Darlington) to abdicate its responsibility for the functions. In arranging for the discharge of the functions by Stockton, Darlington will retain responsibility and this is to be reflected in each Authority’s Scheme of Delegation to Officers. A resolution will be made by Darlington to arrange for Stockton to discharge Darlington’s Transactional HR and Finance, Design & Print and ICT functions. Similarly, Stockton will pass a resolution to undertake those functions on behalf of Darlington. Such resolutions will set out the controls to be exercised by each Authority in respect of the services that are to be provided jointly by the two Authorities.

2.5 To facilitate joint working within the Partnership, each Local Authority's Scheme of Delegation to Officers will be amended to reflect the joint working relationship and decision-making in respect of those functions. The reciprocal arrangements will be that the Director of Corporate Services (Darlington) and the Corporate Director of Resources (Stockton) will consult with each other and jointly agree on matters within their area of responsibility in respect of the Partnership functions, consulting with their respective Cabinet Member where required. Each Director will operate within their Authority's delegated decision-making responsibilities. They will have the power to delegate further to another Officer within their respective Authority.

3. Structure



4. Key Responsibilities

4.1 Each Authority's Cabinet/Executive will:-

- agree the Medium Term Financial Plan for the Partnership
- formulate and agree key policies and strategies within which the Partnership will operate

4.2 The Partnership Consultative Panel (comprising the respective Cabinet Member from each Authority) will:-

- monitor the overall performance of the Partnership
- act as Champions within the respective Councils
- deliver an Annual Report to their respective Cabinets/Executives
- act as "critical friends" to the Executive Board

- 4.3 The Executive Board, (the Corporate Director of Resources (Stockton) and the Director of Corporate Services (Darlington)) will:-
- approve the Delivery Strategy and the Financial Plan
 - provide a steer to the Partnership
 - manage the Partnership Manager
 - support the Partnership Consultative Panel
- 4.4 The Partnership Manager will be responsible for:-
- the day to day management of the Partnership, with the Heads of ICT and Transactional Services as direct reports (the Head of ICT will also manage the Design & Print Service)
 - work with Service Management Teams to ensure that the Partnership continues to meet changing business needs
 - develop a culture within the Partnership of service excellence and continuous improvement
 - provide quality assurance and performance management information
 - marketing the Partnership's services externally to assist in future expansion subject to statutory powers in relation to charging and trading.

5. **Variations**

- 5.1 The Administrative Arrangement/Partnership is personal to Stockton and Darlington. If at any time Stockton and Darlington agree that another Local Authority shall join in or benefit from the activities of the Partnership, the Partnership shall be amended to reflect the new arrangements and a new Partnership/Administrative Arrangement shall be made with the incoming Local Authority(s).
- 5.2 With the agreement of each Authority further functions may be delegated and discharged by Stockton on behalf of Darlington.
- 5.3 Changes in legislation that affect the discharge of functions by one Authority on behalf of another or that affect the operation of the functions governed by the Partnership, shall where possible be dealt with by an agreed amendment to the Partnership/Administrative Arrangement. If an amendment is not agreed the Partnership shall terminate in accordance with the agreed termination provisions.

6. **Key Policies and Procedures**

6.1 The Partnership will operate within the Corporate Governance Framework in place at Stockton.

7 **Dispute Resolution**

7.1 The general principle of the agreed dispute resolution procedure is to provide a process enabling disputes to be considered at four consecutive stages, each stage is aimed at resolving the dispute in an amicable and reasonable manner. If the processes at any stage are exhausted and the dispute has not been resolved then the dispute may, at the request or application of either party, be referred to the next stage in the process.

7.2 The four stages of the dispute resolution procedure are:-

- Stage One - negotiation between the parties
- Stage Two - internal dispute resolution
- Stage Three - mediation
- Stage Four - referral to the Courts.

7.3 **Stage One - Negotiation between the Parties**

Neither party shall refer any dispute to Stage Two of the Dispute Resolution Procedure unless they first take reasonable steps to notify and discuss the dispute with the other party and to resolve it amicably and in a reasonable manner.

Stage Two - Internal Dispute Resolution

Where a dispute has not been resolved at Stage One either party may at any time formally refer the dispute to the Chief Executive for Stockton and the Chief Executive for Darlington. The Chief Executives shall meet as soon as reasonably practicable to discuss and seek to settle the dispute. Provided the dispute has not been settled within 10 working days (or such later date as the parties may mutually agree) the dispute shall be referred to Stage Three.

Stage Three - Mediation

If the dispute can still not be resolved by the internal dispute resolution procedure the parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure.

Stage Four - Referral to the Courts

Either party may refer any matter to the Court for determination immediately after termination of the mediation procedure, however, nothing shall prevent either party at any time from seeking any interim or interlocutory relief from the Court at any stage of the process.

8. **Complaints**

- 8.1 Complaints in respect of the services will be dealt with by the Partnership Manager through the agreed Complaints Procedure and Customer First process. If the Complainant remains dissatisfied any appeal will be to the Executive Board.
- 8.2 Each party will assist and support the other in responding to and providing information the Local Government Ombudsman in relation to complaints about the services.

9. **Assets and Intellectual Property Rights**

- 9.1 No assets are to transfer. Ownership of all existing assets will remain vested in the Authority that acquired the asset whether through outright purchase or lease/licence.
- 9.2 New and replacement assets are to be funded through the Management Fee or by other means (such as prudential borrowing) where agreed by each Authority. Such assets will be procured jointly to provide a fully integrated service. Ownership of new and replacement assets will be determined in accordance with the principles of the Management Fee and will reflect the budget contribution of each Authority.
- 9.3 All Intellectual Property Rights in the Authorities data and information shall remain vested in and be the property of the respective Authority.
- 9.4 All Intellectual Property Rights in third party software will be vested in and be the property of the third party.
- 9.5 All new Intellectual Property Rights in any material created or adapted by any employee, agent or sub contractor for the purpose of providing the services will automatically vest in the Authorities jointly on the date on which the same are created.

10. **Confidentiality**

- 10.1 Each Authority will warrant to the other that all confidential information belonging to the other Authority disclosed or obtained as a result of the Partnership arrangements shall be kept confidential and shall not be disclosed without the prior written consent of the other Authority.

11. **Employees**

- 11.1 It is accepted that the transfer of employees from Darlington to Stockton is not a relevant transfer for the purpose of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) . The transfer is a transfer of administrative functions between two public authorities and is specifically excluded from TUPE by Regulation 3 (5).
- 11.2 The Authorities will follow the guidance contained in the Cabinet Office Statement of Cabinet Practice - Staff Transfers in the Public Sector 2000, in particular paragraphs 17 to 20 of the Statement. This means that the Authorities will ensure that the principles of TUPE are followed and employees are offered the opportunity to transfer on terms that are overall no less favourable than had TUPE applied. Appropriate pension provision, redundancy and severance terms will also apply.

11.3 The Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 applies. This will enable an offer of suitable alternative employment to be made by either Stockton or Darlington to those employees whose jobs will change as a result of the transfer of functions and to those who may not wish to transfer.

11.4 In applying the principles of TUPE, relevant indemnities will be provided by the Authorities in respect of the transferring employees both on a transfer out and on a transfer back of employees at the end of the Partnership.

12. **Duration**

12.1 The Partnership/Administrative Arrangement is for a period of 10 years and may only be terminated by mutual agreement of both parties.

12.2 The 10-year period may be extended at any time by mutual agreement of both parties for any further period that they may agree.

12.2 The period of 10 years may also be extended in the event that another Local Authority joins the Partnership. Such extension to be by mutual agreement to reflect further investment and set up costs.

13. **Termination and Exit Strategy**

13.1 Where it is mutually agreed to end the Partnership within the 10-year term the costs of termination and any savings on termination will be shared in accordance with the principles of the Management Fee and budget contributions by each Authority.

13.2 In the event of termination on whatever ground:-

13.2.1 Each Authority will make all reasonable efforts to ensure that each agreement, lease, licence or other arrangement entered into with a third party for the purpose of providing or supporting the services is assignable and is able to be assigned to either Stockton or Darlington on the termination or expiry of the Partnership arrangements on terms and conditions no less favourable than those enjoyed by the contracting Authority.

13.2.2 Each Authority will return any property belonging to the other including data and confidential information which is in its possession, custody or control together with all copies thereof.

13.2.3 A sufficient number of employees will transfer to Darlington to enable the functions to be discharged by Darlington and Stockton separately. Relevant guidance issued by the Cabinet Office and TUPE principles will be applied in the transfer of employees between the two Authorities.

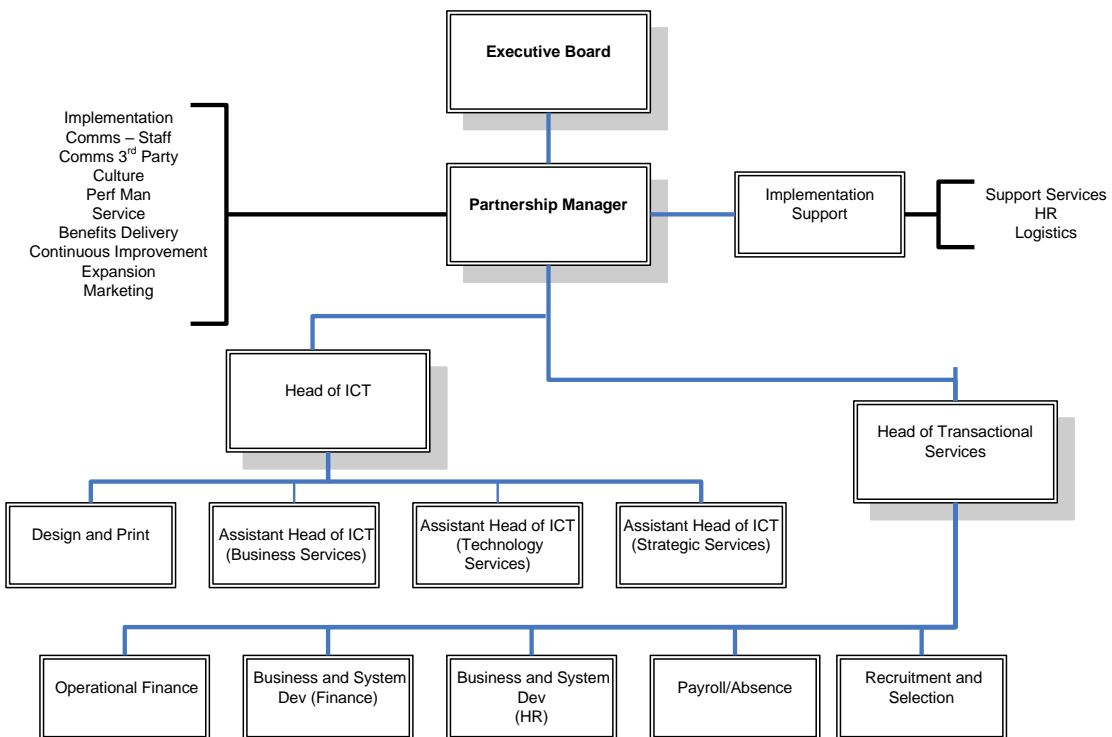
13.2.4 The Computer Room at Darlington will continue to be used by Stockton under an agreed lease or licence.

13.2.5 The Management Fee and all joint assets will be disaggregated between the parties by agreement and in default of agreement will be referred to the dispute resolution procedure.

14 **Support Services**

14.1 All support services will be provided by Stockton.

Stockton Darlington Partnership





Stockton Darlington Partnership Statement to Council Cabinets

The unions, Unison, GMB, and Unite (T&G) at both Authorities accept that the Councils have an obligation to make savings as part of the Government's medium term financial plans and to obtain Gershon efficiencies. The unions collectively are, however, uncomfortable with being part of a previously untried concept and would ideally prefer the status quo. We agree that a Public-Public Partnership is preferable to any other Partnership delivery arrangement.

We do have concerns about the adequacy of the business case and the savings being delivered in the short term, but accept that the Councils are satisfied that long term savings will be made. We consider that additional resources are required for the transitional period.

Our acceptance of the Partnership proposals is based on the following conditions:

- Adequate staff will be employed to cover both the transition and to retain, as a minimum, the present level of service.
- That there will be no compulsory redundancies and sympathetic consideration will be given to those wishing to take voluntary redundancy.
- That all work covered by the Partnership will be undertaken solely by it. The Councils will not allow their organisations to circumvent the Partnership by employing other contractors and/or creating alternative structures. e.g. for print and design and ICT work.
- If the Partnership fails, the services will not be outsourced.

We are pleased that consultation to date has been adequate and productive. We have received confirmation that detailed consultation will continue throughout the implementation process and we seek assurances that additional resources will be made available if necessary to ensure a successful transition and implementation of the Partnership. We will continue to work with the Councils and the Partnership Board to ensure the best outcome for our members and clients.

COMMENTS ON JOINT TRADE UNION RESPONSE

- Additional resources will be made available to fill any resourcing requirements during the transitional period.
- At this stage a guarantee cannot be given that there will not be compulsory redundancies but it is expected that these will be kept to a minimum or nil.
- With regard to volunteers for redundancy, these will be looked at on a case-by-case basis but the aim has been to minimise redundancy for the workforce therefore there will be limited need to use voluntary redundancy.
- Both Corporate Management Teams have agreed to support the Partnership and not to 'circumvent the Partnership'."
- It is expected that the Partnership will be successful, if however issues arise which question continuity, Cabinet will consider all of the options and the most appropriate way forward. Guarantees around outsourcing cannot therefore be given.