AGENDA

PART A

1. APOLOGIES

2. CHAIR’S ANNOUNCEMENTS AND URGENT BUSINESS

3. DECLARATIONS OF INTEREST - attached
   To receive declarations of interest in any item for discussion at the meeting. A blank form for declaring interests has been circulated with the agenda; please ensure that this is returned to the GMIST officer at the start of the meeting.

4. MEMBERSHIP
   To note the membership of the GMCA Resources Committee as agreed at the GMCA Annual meeting held on 30 June:

   • GM Mayor Andy Burnham
   • Councillor Richard Leese
   • Councillor Kieran Quinn
   • Councillor Peter Smith
   • Councillor Sean Anstee

5. TERMS OF REFERENCE - attached
To note the Terms of Reference of the GMCA Resources Committee as agreed, in approving the GMCA Constitution, at the GMCA Annual meeting held on 30 June 2017.

6. **INDUSTRIAL RELATIONS FRAMEWORK** - attached
   Report of Eamonn Boylan, GMCA Chief Executive and Andrew Lightfoot, GMCA Deputy Chief Executive.

7. **GMCA – EMPLOYER LGPS PENSIONS DISCRETIONS POLICY STATEMENT** - attached

8. **APPOINTMENT OF GMCA DEPUTY MONITORING OFFICER** - attached
   Report of Liz Treacy, GMCA Monitoring Officer.

9. **GMCA CORE INVESTMENT TEAM – SENIOR MANAGEMENT ARRANGEMENTS** - attached
   Report of Eamonn Boylan, GMCA Chief Executive.

For copies of papers and further information on this meeting please refer to the website www.greatermanchester-ca.gov.uk. Alternatively, contact the following
Governance & Scrutiny Officer: Sylvia Welsh ☎ 07973 957 529
✉ sylvia.welsh@greatermanchester-ca.gov.uk

This agenda was issued on 19 October 2017 on behalf of Eamonn Boylan, Secretary to the Greater Manchester Combined Authority, Churchgate House, 56 Oxford Street, Manchester M1 6EU.
GMCA Resources Committee on 27 October 2017

Declaration of Councillor’s Interests in Items Appearing on the Agenda

NAME: _____________________________

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<tr>
<th>Minute Item No. / Agenda Item No.</th>
<th>Nature of Interest</th>
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GMCA RESOURCES COMMITTEE
TERMS OF REFERENCE

Purpose

To consider issues relating to the establishment and implementation of human resource processes and policies during the transition to an integrated GM Combined Authority; to support the transition process and the recruitment of staff to an integrated GMCA.

To consider issues relating to the effective and efficient use of financial, ICT and Property resources during the transition to an integrated GM Combined Authority.

Composition

(a) Membership
The Resources Committee will be appointed by Greater Manchester Combined Authority.

The Committee will comprise five (or more) members of GMCA.

The Committee will include at least one opposition member to reflect the political balance of the authority.

(b) Chairing the Committee
The GMCA shall appoint the Chair of the Committee. In the absence of the appointed Chair, the Committee will be chaired as determined by the Committee.

(c) Quorum
The quorum for the Resources Committee shall be three.

(d) Frequency of Meetings
The Resources Committee shall meet on a bi-monthly basis or as required in order to consider any urgent matters that arise.

(e) Attendance
The Committee will be attended by the Deputy Head of Paid Service, the Monitoring Officer and the Treasurer for GMCA. Other officers will attend as required in order to provide advice.
**Role and Function**

The GMCA has delegated to the Resources Committee power to determine all transitional matters relating to finance, people, property and ICT, within the transitional budgets allocated by the GMCA for those purposes. Without prejudice to the generality of the above, during the process of transition the GMCA’s Resources Committee has the following role and functions:

1. To consider, approve and adopt any new, or significant revision to existing, human resources strategies and policies in so far as they relate to the appointment, terms and conditions of employment and dismissal of staff.

2. To determine any other matters relating to the appointment, terms and conditions of employment and dismissal of staff which are neither covered by policies of the GMCA nor delegated to Officers under the GMCA’s Scheme of Delegation.

3. To consider any transitional matter referred to the Committee by the Head of Paid Service and to determine such matters where they come within the scope of the Committee’s delegated decision-making powers (and where they do not to make recommendations to the GMCA).

4. The consideration of and recommendation to the GMCA of the making of decisions in relation to the establishment, remuneration and severance packages of posts whose remuneration is, or is proposed to be, in excess of £50,000 per annum.

5. The consideration of and recommendation to the GMCA of the determination of collective terms and conditions of service.

6. Consider the outcomes of staff engagement and consultation exercises, particularly issues raised by the Workforce Engagement Board.

**Delegation**

In exercising the above powers and responsibilities, the Committee shall have delegated power to make decisions on behalf of the GMCA, except for any matter where:

(a) the Head of the Paid Service determines the matter should be considered by the GMCA, or
(b) the GMCA has resolved to determine the matter.

The Committee may itself determine not to exercise its delegated powers and instead make recommendations to the GMCA where it considers this is appropriate.
PURPOSE OF REPORT
This report sets out the industrial relations framework proposed for the GMCA as an employer. The report details the Trade Union Recognition and Facilities Agreement along with the arrangements for local negotiation and consultation on matters relating to the workforce.

These arrangements have been developed in consultation and agreement with the GMCA’s trade unions.

SUMMARY:
The proposed arrangements include:
- A Trade Union Recognition and Facilities Agreement
- Arrangements and terms of reference for Local Joint Consultative and Negotiating Committee (LJCNC)

FINANCIAL IMPLICATIONS:
No additional spend currently, as trade union representatives on the LJCNC (excluding the Fire Brigades Union representative) are from the trade union regional and branch offices rather than direct employees of the GMCA.

RECOMMENDATIONS:
The Committee are recommended to:

1) Approve the proposals relating to the establishment of an industrial relations framework, including formal mechanisms for engagement, consultation and negotiation with trade unions for the GMCA.

2) Approve the recognition of the following trade unions for all matters of individual and collective representation, consultation, negotiation and bargaining in respect of employees of the GMCA:
   a) The Fire Brigades Union (FBU) for all employees of the GMCA covered by the National Joint Council (NJC) for Local Authority Fire and Rescue Services (including any local variations);
   b) For all other employees of the GMCA:
      • UNISON
3) Note the positive joint working with the trade unions and the progress made in establishing an industrial relations framework for the GMCA.

4) Give delegated authority to the Chief Executive and Deputy Chief Executive to finalise the procedural documentation formalising these arrangements i.e. the Trade Union Recognition and Facilities Agreement (Appendix 1) and the terms of reference for the LJCNC (Appendix 2), in collaboration with the recognised trade unions. The draft documents are attached for information.

CONTACT OFFICERS:

Name: Eamonn Boylan  
Position: Chief Executive  
Email: Eamonn.Boylan@greatermanchester-ca.gov.uk

Name: Andrew Lightfoot  
Position: Deputy Chief Executive  
E-mail: Andrew.Lightfoot@greatermanchester-ca.gov.uk

Name: Mallicka Mandal  
Position: HR Transition Lead  
E-mail: Mallicka.Mandal@greatermanchester-ca.gov.uk
1) Context

Following the completion of TUPE transfer from its constituent organisations in June 2017, the GMCA is now required to have in place a formal consultation and negotiation machinery with its recognised trade unions. Local arrangements are already in place for uniformed staff (Fire Firefighters and Fire Officers) led by the Chief Fire Officer, and the intention is to maintain these going forward.

New arrangements are, however, required to cover non-uniformed staff conditioned to the NJC for Local Government Services i.e. the Green Book, who have transferred in from a range of organisations including GMFRS, OPCC, Manchester City Council and the other districts. Such arrangements are also now needed to cover employees of New Economy who hitherto were non-unionised.

A trade union is “recognised” by an employer when it negotiates agreements with employers on pay and other terms and conditions of employment on behalf of a group of workers, defined as the ‘bargaining unit’. This process is known as ‘collective bargaining’. This report sets out the collective bargaining arrangements, agreed in consultation with the trade unions that the GMCA is intending to adopt.

2) Benefits of Trade Union Recognition

- It improves levels of employee engagement by giving employees ‘meaningful voice’ in decisions regarding workforce arrangements and is closely linked to levels of trust in management and perceived fairness of processes.
- Under the Information and Consultation of Employees Regulations, employees have the right, subject to certain conditions, to request that their employer sets up or changes arrangements to inform and consult them about issues in the organisation.
- Similarly under Redundancy and Transfer of Undertakings Regulations, failure to consult collectively with employees in a redundancy situation or a transfer of the business, employees affected (or their representatives) can apply to an Employment Tribunal for compensation which is known as a ‘protective award’.
- Having a single body for negotiating terms and conditions for workers is simpler than dealing with employees individually.

3) Recognised Trade Unions

The agreement between the GMCA and its recognised trade unions applies to all employees of the GMCA. The agreement confirms which trade unions are recognised by the GMCA, as the employer, and the facilities that will be given to their representatives. It sets out the agreed committees for formal partnership working between the recognised trades unions and the GMCA.

The trade union recognition and facilities agreement seeks to meet the requirements of the relevant sections of the Information and Consultation of Employees Regulations (2004), the Employment Rights Act (1996), Trade Union & Labour Relations (Consolidation) Act (1992) (“TULR(C)A 1992”) and any subsequent enactments of them or other employee relations legislation.
The GMCA is proposing to recognise the following trades unions for all matters of individual and collective representation, consultation, negotiation and bargaining in respect of employees of the GMCA:

a) For all employees of the GMCA covered by the National Joint Council (NJC) for Local Authority Fire and Rescue Services (including any local variations):
   - FBU (Fire Brigades Union)

b) For all other employees of the GMCA:
   - UNISON
   - UNITE THE UNION
   - GMB

The GMCA agrees that it will not negotiate with organisations other than those listed above. The GMCA recognises that the membership of trade unions may change over time. This means that the facilities agreement may need to be reviewed and refreshed periodically. In such circumstances, the GMCA will consult with the recognised Trade Unions prior to any final decision being taken on varying existing arrangements.

5) **General Principles governing industrial relations**

Both the GMCA and its trade unions are committed to the following general principles that govern their relationship:

- The parties share a joint commitment to securing the aims, plans, goals and objectives of the GMCA and through these the continued development and success of its staff and its endeavours to improve the life of GM residents.

- It is the spirit and intention of the agreement to foster the best possible relations between the GMCA and its staff represented by its recognised trade unions and to this end to provide a mutually agreed method of discussion, consultation, and negotiation.

- It is the GMCA’s responsibility to plan, organise and manage its activities to achieve its strategic objectives. The GMCA will do so in ways that are commensurate with employment legislation and with appropriate and timely consultation and negotiation with recognised trades unions. The GMCA recognises the trades unions’ responsibility to carry out collective bargaining and to represent and protect the interests of their members who are employees, covered in this Agreement.

- The GMCA aspires to deliver high quality services to promote economic growth and well-being. It appreciates that its workforce is central to achieving its ambitions and recognises that employee development and positive engagement with its recognised trades unions is crucial.

- The GMCA encourages its employees to become and remain members of an appropriate recognised trades union in accordance with this agreement.

- The GMCA, together with the broader ‘GM family’ of employers and partners, shares an overarching vision of a more inclusive and productive Greater Manchester where everyone and every place can develop, succeed and
contribute to a vibrant, dynamic and sustainable city-region. The GMCA appreciates that progressing goals at this scale requires its commitment to seeking to work with all partners, including the trade unions, and with all providers, across all sectors, on areas of common purpose and to deliver its aims.

- The GMCA encourages all GM employers, partners and providers to adopt appropriate and constructive trades union recognition and bargaining arrangements, including joint or shared arrangements and facilities where proportionate and mutually beneficial.
- The GMCA and the trade unions recognise their common interest and joint purpose in furthering the aims and objectives of the GMCA and the trade unions in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.

6) Trade Union Facilities Arrangements
   a. The Trade Union Recognition and Facilities Agreement (attached as Appendix 1) provides a clear framework for the provision of facilities and facility time for Trade Union officials, representatives, to ensure fairness and consistency is applied. It encompasses a joint responsibility from both parties to ensure that arrangements for time off from work are to the mutual advantage.
   b. Successful operation of these arrangements will depend on managers and trade unions acting reasonably. The amount, purpose, occasion and any conditions subject to which time off applies, must take account of service needs at all times and will be those that are reasonable in all circumstances.
   c. Managers and trade unions will seek to resolve any problems arising from the operation of this Agreement in a collaborative and constructive manner.
   d. When authorising any proposed future facility time for Trade Union officials, this will primarily be based upon the membership base of each union. The GMCA will grant Trade Union reasonable proportionate facility time, if applicable, based on a reasonable formula and any existing arrangements already in place.

7) Local consultative machinery for information, consultation, negotiation & partnership working
   There will be a Local Joint Consultative and Negotiating Committee (LJCNC) established for consultation and negotiation in respect of collective matters relating to employees of the GMCA. The draft terms of reference for the LJCNC are attached as Appendix 2.

8) Trade Union Comments
   The Trades Unions welcome the formalisation of an overarching engagement framework for taking forward our good relations with the GMCA in its role as an employer, as distinct from the work of the broader GM Workforce Engagement Board. The recognition, facilities and procedural agreements will provide an anchor for future pan-workforce developments whilst also recognising that within the consultative and
negotiating framework of the LJCNC there may be matters and arrangements that are sector or union specific.

9) **Conclusion**

a) The proposals within this report set out the requirements for establishing an industrial relations and collective bargaining framework for the GMCA.

b) These proposals have been developed working collaboratively and in discussion with the trade unions and ensures that there is a formal consultation and negotiation framework within the GMCA that is both legally compliant and supports positive industrial relations. This will enable the GMCA to be an exemplary employer and a vehicle for change at a GM wide level.

c) The Committee are requested to consider and agree the recommendations set out in the front of the report.
APPENDIX I

TRADE UNION RECOGNITION AND FACILITIES AGREEMENT

Date: October 2017
## Document Control

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<th>Title</th>
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<tr>
<td>Author</td>
<td>Mallicka Mandal, HR Transition Lead</td>
</tr>
<tr>
<td>Owner</td>
<td>GMCA</td>
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<tr>
<td>Initial Approval</td>
<td>Strategic Management Team and GMCA Trade Unions</td>
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<td>Resources Committee</td>
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<tr>
<td>Date of Approval</td>
<td>17 October 2017</td>
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<tr>
<td>Review due</td>
<td>Generally two years from date of approval or earlier if there are relevant legislative or organisational changes which impact on this policy.</td>
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1) Purpose and scope:
This agreement is made between the Greater Manchester Combined Authority (GMCA) as the employer and its recognised trade unions (referred to collectively in this document as “the trade unions”) listed in paragraphs 2.1 and 2.2 below.

This agreement confirms which trade unions are recognised by the GMCA, as the employer and the facilities that will be given to their representatives. It sets out the agreed committees for formal partnership working between the recognised trades unions and the GMCA.

This agreement seeks to meet the requirements of the relevant sections of the
- Information and Consultation of Employees Regulations (2004),
- The Employment Rights Act (1996),
- Trade Union & Labour Relations (Consolidation) Act (1992)
and any subsequent enactments of them or other employee relations legislation.

2) Recognition of trade unions:
The GMCA recognises the following trades unions for all matters of individual and collective representation, consultation, negotiation and bargaining in respect of employees of the GMCA:

2.1 For all employees of the GMCA covered by the National Joint Council (NJC) for Local Authority Fire and Rescue Services (including any local variations);
- FBU (Fire Brigades Union)

2.2 For all other employees of the GMCA;
- UNISON
- UNITE THE UNION
- GMB

The GMCA agrees that it will only consult, negotiate and bargain with those organisations recognised at 2.1 and 2.2, above, concerning all collective matters in regard to its employees and all matters covered in, by or arising from this Agreement.

The GMCA and the recognised trades unions appreciate that the size, scope and nature of the employed GMCA staffing establishment may change or evolve significantly over time. This could mean that the trade unions recognised by the GMCA for the purposes and provisions of this Agreement may also need to be varied. The GMCA and the recognised trades unions will periodically review this and in all circumstances the GMCA will consult with the recognised Trade Unions with a view to reaching agreement on any proposed variations prior to a final decision being taken.

3) General principles
- The parties to this agreement share a joint commitment to securing the aims, plans, goals and objectives of the GMCA and through these the continued development and success of its staff and its endeavours to improve the life of GM residents.
- It is the spirit and intention of this agreement to foster the best possible relations between the GMCA and its staff represented by its recognised trade unions and to this end to provide a mutually agreed method of discussion, consultation, and negotiation.
- It is the GMCA’s responsibility to plan, organise and manage its activities to achieve its strategic objectives. The GMCA will do so in ways that are commensurate with employment legislation and with appropriate and timely consultation and negotiation with recognised trades unions. The GMCA recognises the trades unions’ responsibility to
carry out collective bargaining and to represent and protect the interests of their members who are employees, covered in this Agreement.

- The GMCA aspires to deliver high quality services to promote economic growth and well-being. It appreciates that its workforce is central to achieving its ambitions and recognises that employee development and positive engagement with its recognised trades unions is crucial.
- The GMCA encourages its employees to become and remain members of an appropriate recognised trades union in accordance with this agreement.
- The GMCA, together with the broader ‘GM family’ of employers and partners, shares an overarching vision of a more inclusive and productive Greater Manchester where everyone and every place can develop, succeed and contribute to a vibrant, dynamic and sustainable city-region. The GMCA appreciates that progressing goals at this scale requires its commitment to seeking to work with all partners, including the trade unions, and with all providers, across all sectors, on areas of common purpose and to deliver its aims.
- The GMCA encourages all GM employers, partners and providers to adopt appropriate and constructive trades union recognition and bargaining arrangements, including joint or shared arrangements and facilities where proportionate and mutually beneficial.
- The GMCA and the trade unions recognise their common interest and joint purpose in furthering the aims and objectives of the GMCA and the trade unions in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.

4) **Scope**

Matters covered by this section of the agreement are those defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992, as amended by subsequent legislation. Matters to be dealt with by collective bargaining between representatives of GMCA management and the recognised trades unions will include (but will not be limited to) the following items, some of which are within a ‘national’ sectoral machinery framework:

- Remuneration and Terms & Conditions of Service
- Employment / HR policies & procedures
- Matters relating to Health, Safety and Welfare
- Trade Union Facilities

Both the GMCA and its recognised trades unions accept that the provisions of this agreement carry the obligation to arrange discussion of issues raised as quickly as possible. The GMCA undertakes to provide information in a timely manner to its recognised trades unions on all developments which have or are likely to have a collective impact on employees.

5) **Facilities, Accreditation and Time-off**

Reasonable facilities shall be granted for the accredited representatives of recognised trades unions to discharge their responsibilities under this agreement. The GMCA as an employer will recognise representatives elected into the following roles and accredited on behalf of their recognised trade union:

- Steward
- Senior Steward/Convenor
- Health & Safety Representative
- Trade Union Learning Representative
- Branch Officer
- Equalities Representative
- Environment Representative
a) **Time Off for Trade Union Representatives**

The GMCA recognises the important and necessary role performed by trade union representatives and will allow reasonable time off with pay for accredited representatives of the recognised trades unions for the following duties:

- Negotiation of local terms & conditions of employment;
- Collective consultation as required by statute or otherwise appropriate in relation to redundancies, dismissals and staff transfers;
- Informing members about consultations and negotiations with the GMCA;
- Meetings with other representatives of their trade union, either accredited local representatives or full-time officers.
- Representing members within agreed Disciplinary and other relevant procedures (e.g. Grievance, Capability, etc);
- Consultation on restructures and proposed changes to working arrangements and policies which affect staff;
- Other matters and circumstances as agreed.

Where time off with pay has been granted an accredited representative shall receive the normal contractual pay that they would have received had they been at work.

b) **Time Off for Union Learning Representatives**

Reasonable time off with pay will be given to accredited union learning representatives provided that the union has given the employer notice in writing that the employee is a learning representative of the trade union.

Union learning representatives must be sufficiently trained to carry out duties as a learning representative either: at the time when their trade union gives notice to the GMCA in writing that they are a learning representative of the trade union, or: within six months of that date. In the latter case, the trade union is required to give the GMCA notice in writing that the employee will be undergoing such training and when the employee has done so to give confirmation of this.

The time off is to undertake the following functions:

- analysing learning or training needs
- providing information and advice about learning or training matters
- arranging learning or training
- promoting the value of learning or training
- consulting the employer about carrying on any such activities
- preparation to carry out any of the above activities
- undergoing relevant training.

c) **Time Off for Union Safety Representatives**

Reasonable time off with pay will be given to union safety representatives as per Regulation 6 of the Safety Representatives and Safety Committees Regulations 1977 to undertake the following functions:

- represent employees generally and consult them about specific matters that will affect the health, safety and welfare of employees
- represent employees when Health and Safety Inspectors from HSE or local authorities consult them
- investigate accidents, near misses, and other potential hazards and dangerous occurrences in the workplace
- investigate complaints made by an employee they represent about their health, safety or welfare in the workplace
- present the findings of investigations to management
- inspect the workplace
d) **Time off for Trade Union Activities**

Where time off with pay is not provided for under the provisions of this Agreement or is not otherwise agreed then reasonable time off without pay will be given where agreed (and where business needs allow) to accredited trade union representatives to take part in trade union activities.

**e) Specific Arrangements**

Established and future time off and facility arrangements that are specific to individual recognised trades unions will be set out in separate agreements made between the GMCA and the recognised trades union(s).

6) **Requests for Time Off**

Time off for trade union duties and activities and training must be reasonable. What is "reasonable" will be determined through a discussion between the trade union representative and their manager, and will depend upon the reason for the time off. The time off should be sufficient to undertake the duty or activity but will only be granted subject to the needs of the service.

The following will apply:

- requests should be made by the TU representative to their manager, and if the request is approved, the manager will record this. Requests should be submitted as far in advance as is reasonably practicable and should include the nature of the time off, the duration of the time off and location of the business (providing for Data Protection and confidentiality requirements as appropriate).
- a mutually convenient time should be agreed where possible which minimises the effect on service delivery
- where the manager believes a request for time off is unjustified or does not constitute legitimate employee relations business, they may refuse the request and will provide a reason for their decision. Where the granting of time off has to be refused because of the exigencies of the service the grounds of refusal should be made clear, and the parties should endeavour to agree an alternative time and/or date as soon as is reasonably possible
- managers will ensure that, where necessary, work cover and/or workload reductions are provided when time off is required particularly for part-time and shift workers. This can include the allocation of duties to other employees, rearranging work to a different time or a reduction in workloads
- each representative should keep a record of time off from work on Trade Union business

The final decision over time off for trade union duties and activities rests with the Deputy Chief Executive or delegated representative. Time off shall not be granted for trade union activities which themselves consist of industrial action.

7) **Agreed committees for information, consultation, negotiation & partnership working**

There will be a Local Joint Consultative and Negotiating Committee (LJCNC) established for consultation and negotiation in respect of collective matters within the remit of this agreement relating to all employees of the GMCA. The terms of reference for this Committee will be agreed and reviewed with the trade unions and are attached as Appendix 1.

The Chief Fire Officer will maintain separate consultation and negotiation machinery with respect to matters relating specifically to the terms and conditions of those employees of the GMCA covered by the National Joint Council (NJC) for Local Authority Fire and Rescue Services (including any local variations), the “Grey Book”.

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**BOLTON** **MANCHESTER** **ROCHDALE** **STOCKPORT** **TRAFFORD**

**BURY** **OLDHAM** **SALFORD** **TAMESIDE** **WIGAN**
It is also recognised that within the consultative and negotiating framework of the LJCNCT there may be matters and arrangements that are sector or union specific.

Where matters raised in, by or arising from any distinct forum may have implications for wider GMCA employee groups such implications will be discussed at the LJCNCT.

8) Facilities
Reasonable supporting facilities will be made available to trade union representatives in order to perform their duties and communicate with members, other union representatives and full time officers. Facilities could include the following where required:
- telephone
- use of rooms for private meetings
- internal mail service
- use of noticeboards
- email and intranet
- photocopying

The above facilities will not be made available for trade union representatives, or their members, to organise or take part in formal or informal industrial action.

9) Trade Union Membership
The GMCA shall provide a system of deductions of union subscriptions at source (DOCAS or “check off”) where such is requested by a recognised trades union and subject to a separate Service Level Agreement between the GMCA and the requesting trades union.

The GMCA shall provide regular information on new entrants and leavers, taking into account data protection requirements. The GMCA shall provide relevant information on employees at other times, taking into account data protection requirements.

The Trade Union shall provide the GMCA with relevant information on trade union membership and representatives as required for publication under transparency requirements. Trade unions will also inform management in writing as soon as possible of the appointment or resignation of TU representatives and the type of role undertaken.

10) Complaints and Conduct
In all such matters the relevant ACAS Guidance and/or statutory provision shall serve as the minimum standard.

If managers have any concerns about a union representative’s behaviour and/or attitude which is in relation to them carrying out their union duties and activities they should first discuss this with the appropriate HR officer who will facilitate a discussion with the relevant local trades union representative and/or Regional Official as appropriate.

In serious instances an investigation may be undertaken in accordance with the prevailing GMCA policy or procedure. If disciplinary action is contemplated against an accredited trade union representative the case will be discussed with a Regional Official and local representative of the relevant trades union prior to any final decision being taken to proceed.

11) Review
This agreement will be reviewed every 2 years after implementation date.
12) **Confirmation of Agreement**

This agreement is effective from the date of the last signature dated below:

**Signed By:**

For the GMCA  
Andrew Lightfoot  
Deputy Chief Executive

Date:

For UNISON  
Pat McDonagh  
TU Workforce Lead

Date:

For UNITE THE UNION  
Julie Burgess  
Regional Officer

Date:

For GMB  
Simon Walsh  
Regional Officer

Date:

For FBU (Fire Brigades Union)  
Gary Keary  
Branch Officer

Date:
APPENDIX 2

LOCAL JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE
Greater Manchester Combined Authority

1.1 TERMS OF REFERENCE

Context
The Greater Manchester Combined Authority has a collective ambition to work with civic leaders, public bodies, businesses, the third sector and residents to make Greater Manchester one of the best places in the world. It recognises that its workforce is crucial to achieving this ambition and seeks to work with all partners, including its trade unions, to deliver its aim of creating a more inclusive and productive city region where everyone, and every place, can succeed.

The Greater Manchester Combined Authority (GMCA) recognises that a stable industrial relations climate and the promotion of employee development is crucial for the effective delivery of high quality services to promote economic growth and well-being. Joint engagement, consultation, negotiation and working with its trade unions can help achieve this ambition.

Objective
The Committee established for the purpose of joint engagement, consultation and negotiation in respect of the GMCA workforce shall be known as the Local Joint Consultative and Negotiating Committee (LJCNC).

The Committee will work to further good industrial relations and efficiency by serving as a formal mechanism for engagement, consultation and negotiation on specific matters. The Committee will also serve as a forum for an exchange of views, ideas and information in relation to strategic or policy matters that are of mutual interest and/or which may affect employment and will provide employees, through their recognised representatives, with the opportunity to contribute to decisions that directly affect them.

Scope
The function of this Committee will cover all employees of the GMCA for engagement, consultation and negotiation in respect of collective matters and will consider the following issues\(^1\):  
- Remuneration and Terms & Conditions of Service\(^1\)
- Organisational restructures and reviews
Collective consultation as required by statute or as otherwise appropriate in relation to redundancies, dismissals and staff transfers

Employment Policies and Procedures

Review of working practices, environment and conditions

Matters relating to Health, Safety and Welfare

Workforce Development

Issues which affect the interests or well-being of employees, but not individual employee matters

Trade Union Facilities

The Chief Fire Officer will maintain separate consultation and negotiation machinery with respect to matters relating specifically to the terms and conditions of those employees of the GMCA covered by the National Joint Council (NJC) for Local Authority Fire and Rescue Services (including any local variations), the “Grey Book”.

It is also recognised that within the engagement, consultative and negotiating framework of the LJCNC there may be matters and arrangements that are sector or union specific. Where matters raised in, by or arising from any distinct forum may have implications for wider GMCA employee groups such implications will be discussed at the LJCNC.

Composition

The LJCNC will comprise the following:

GMCA Officers

To be determined by the GMCA but shall always include at least a Senior Executive Officer and a Senior HR Officer.

TU Representatives

To be determined by the recognised trades unions on the following basis;

2 representatives of UNISON
1 representative of Unite the Union
1 representative of GMB
2 representatives of FBU

A Branch Officer/Regional Official of each Trades Union may attend the LJCNC in an ex-officio capacity.

Other officers of the GMCA and other representatives, officers or officials of the Trades Unions may be invited by joint agreement to attend meetings of the LJCNC in regard to particular items that are for discussion or as an observer or for learning purposes.

Representatives of other authorities, bodies or organisations, or individuals, may be invited by joint agreement to attend meetings of the LJCNC in regard to particular matters.

The composition of the LJCNC will be subject to joint review.

The Chair of the LJCNC will be nominated annually by the GMCA. The Deputy Chair of the LJCNC will be nominated annually by the Trades Unions. The GMCA will provide administrative services to the LJCNC.
Rules

- The LJCNC will meet every 6-8 weeks but not less than bi-monthly. The frequency of meetings will be subject to joint review.
- The agenda of the LJCNC will be determined by the Chair and Deputy Chair and will be circulated not later than 3 working days in advance of the meeting (unless in exceptional circumstances).
- To assist with this both parties shall endeavour to notify the designated secretary of agenda items, no later than 6 working days prior to the meeting.
- The Chair and Deputy Chair shall endeavour to provisionally agree the minutes of LJCNC meetings within 10 working days for the purposes of circulation.
END.
PURPOSE OF REPORT
The Local Government Pension Scheme (LGPS) contains various regulations where the employer has to exercise their discretion. The GMCA, as an employer, is required to formulate, publish and keep under review a policy statement on how it will exercise these discretions.

This report sets out proposals in relation to the adoption of discretionary powers under the Local Government Pension Scheme 2014 (LGPS2014) and seeks approval for the GMCA’s Policy Statement on the exercise of these discretions.

FINANCIAL IMPLICATIONS:
As the costs of exercising these discretions can have an impact on the GMCA’s financial position in respect of capital cost payments to the Pension Fund, the employer’s contribution and the wider financial viability of the scheme, these areas of discretion are considered and monitored by the Treasurer in his role as Chief Financial Officer (Section 73 Officer).

The GMCA Treasurer may delegate any such decision making, as required, to a suitable nominated representative(s).

RECOMMENDATIONS:
Agree that the GMCA adopts the discretionary powers as set out in its Employer Pensions Discretions Policy Statement.

CONTACT OFFICERS:
Name: Richard Paver  
Position: GMCA Treasurer  
Email: Richard.paver@greatermanchester-ca.gov.uk

Name: Mallicka Mandal  
Position: HR Transition Lead  
E-mail: Mallicka.Mandal@greatermanchester-ca.gov.uk

Name: Penny Wright  
Position: People Team – Payroll and Pensions  
E-mail: wrightp@manchesterfire.gov.uk
1 **Context**

1.1 The Local Government Pension Scheme (LGPS) is a statutory pension scheme and its rules are laid down under Acts of Parliament. The 1997 Regulations provided less central control of pension arrangements, increased the scope of local decision-making and offered improved flexibility in pension provision. This gave employers more scope to manage pension scheme benefits. These are known as discretions.

1.2 Employers are required by regulations to formulate, publish and keep under review a policy statement in relation to the exercise of a number of discretions under the LGPS. The policy statement should also show the basis on which the employer would make its decisions on the various discretions.

1.3 It is important that any discretionary power is exercised correctly and that the employer has regard to the extent to which the exercise of its discretionary powers, unless properly limited, could lead to a serious loss of confidence in the public service.

1.4 Discretionary powers must also:

- not be used for an ulterior motive and be exercised reasonably
- be used taking account of all relevant factors
- only be used when there is a real and substantial future benefit to the employer in return for incurring the extra costs
- be duly recorded when used.

2 **Local Government Pension Scheme Discretionary Areas – Policy Statement**

2.1 A copy of the Employer Pensions Discretions Policy Statement is attached as Appendix 1.

2.2 It is important to note that nothing in the Policy Statement should fetter the GMCA’s discretion in exercising its powers. Each application within the discretionary areas will be considered in line with the published policy, taking account of the financial impact and the overall pension scheme, the need to avoid unlawful discrimination, and any exceptional circumstances that may exist.

2.3 The discretions adopted are compatible with the LGPS discretions previously adopted by the transferring organisations.

2.4 The discretions adopted for firefighters remain as approved by the GMFRS Policy, Resources and Performance Committee dated 26 May 2016. These are set out in the Discretions for the Firefighters Pension Scheme Report of the County Fire Officer. Under the GMCA Constitutional Scheme of Delegation, the authority to exercise these employer discretions, as with the LGPS Scheme, are now vested with the GMCA Treasurer who may delegate this function to a nominated representative.
3 **Review of the LGPS Policy Statement**

3.1 The LGPS Regulations 2013 (‘The Regulations’) require all scheme employers to publish and keep under review a written policy statement on how they will apply their discretionary powers in relation to certain provisions of the LGPS.

3.2 This policy statement will be reviewed every two years or sooner if there is a change in legislation that would affect its operation or if the GMCA’s business need requires it.

3.3 It is proposed that the review of the policy statement and any associated policies is carried out by the GMCA Treasurer in consultation with the Deputy Chief Executive.

3.4 Ensuring that discretions are considered under the direction of the GMCA Treasurer (or nominated representative) provides assurance in terms of consistent decision making along with full consideration of both the individual financial impacts and the ongoing organisational financial impact of policy decisions.

4 **Conclusion**

4.1 The Committee is recommended to agree that the GMCA adopts the discretionary powers as set out in its Employer Pensions Discretions Policy Statement.
EMPLOYER PENSIONS DISCRETIONS POLICY STATEMENT

Local Government Pension Scheme and Employer Discretions

Issue Date: October 2017
## Document Control

<table>
<thead>
<tr>
<th>Title</th>
<th>LGPS Employer Pensions Discretions Policy Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Type</td>
<td>Pensions Related Employment Policy</td>
</tr>
<tr>
<td>Author</td>
<td>Mallicka Mandal, HR Transition Lead</td>
</tr>
<tr>
<td>Owner</td>
<td>GMCA</td>
</tr>
<tr>
<td>Initial Approval</td>
<td>GMCA Treasurer</td>
</tr>
<tr>
<td>Committee Approval</td>
<td>Resources Committee</td>
</tr>
<tr>
<td>Protective marking</td>
<td>Official</td>
</tr>
<tr>
<td>Date of Approval</td>
<td>17 October 2017</td>
</tr>
<tr>
<td>Review due</td>
<td>Two years from date of approval or earlier if there are relevant legislative or organisational changes which impact on this policy.</td>
</tr>
</tbody>
</table>
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1. General Principles
2. Scope
3. Regulations
4. Exercise of Discretions
5. Review of Policy Statement
6. TABLE – Authority’s statement on each discretionary area
7. Dealing with Complaints
8. Complaints Form
General Principles

The Greater Manchester Combined Authority (GMCA) is a participating employer in the Local Government Pension Scheme (LGPS) and is required to formulate, publish and keep under review an Employer Pensions Discretions Policy Statement on how it exercises certain discretions in relation to members of the LGPS.

The approach to exercising discretion is to allow the Authority to make reasonable decisions in individual cases, but, also to be clear as to the factors it will take into account in making these decisions.

The Authority, in exercising these discretions will have regard to:

- the extent to which the exercise of its discretionary powers, unless properly limited, could lead to a serious loss of confidence in the public service
- be satisfied that the policy is workable, affordable and reasonable having regard to the foreseeable cost
- consider the impact on the Authority’s wider financial position and maintaining the financial viability of the pension scheme, and
- where appropriate, the impact on employees and consideration of their personal and domestic circumstances.

Any complaints relating to the Authority’s decisions in these matters would need to initially to be raised under the Internal Dispute Resolution Procedure, details of which is available as an appendix to this policy statement.

Scope

As the costs of exercising these discretions can have an impact on the Authority’s financial position in respect of capital cost payments to the pension fund, the employer’s contribution and the wider financial viability of the scheme, these areas of discretions are considered and monitored by the GMCA Treasurer who has delegated authority in the area of pensions. The Treasurer will consider all requests to exercise discretions. The Treasurer may delegate decision making, as required, to a suitable nominated representative(s).

Local Government Pension Scheme Discretions – Regulations

Employer discretions apply to both consideration of early release of pension for ‘live’ members and deferred pension scheme members. Deferred members are those who employees who have chosen to opt out of the pension scheme and those who are former employees.

In relation to pension discretions, the relevant legislation is that which is in force at the time the employee leaves the scheme. The Authority will, therefore, need to be mindful of the discretions applicable at the time and apply these accordingly.

Exercise of Discretions

Within this policy document discretions apply to the following areas:
- Active members and leavers;
- Deferred members (people who are no longer members of the scheme);
- Calculation of redundancy payments; and
- Injury Allowance for leavers, deaths and reductions in pay after 15 January 2012;

Nothing in this Policy Statement shall fetter the Authority’s discretion to exercise its powers. Each application within the discretionary areas will be considered in line with the published policy statement, taking account of the financial impact on the Authority and the pension scheme, the need to avoid unlawful discrimination and any exceptional circumstances that may exist.

For the purposes of this policy document the Authority will generally define ‘compassionate reasons’ to mean caring responsibilities where the employee is the sole or main carer, providing substantial caring support to a partner (includes married couples, cohabiting couples or civil partners), a dependant or close family member. The Authority will require evidence to support any application for discretion where these care responsibilities are being considered on compassionate grounds.

**Review of Policy Statement**

This policy statement and associated policies will be reviewed every two years or sooner if there is a change in legislation that would affect its operation or business needs require it. It is proposed that the review of the policy statement and any associated policies is carried out by the Treasurer in consultation with the Deputy Chief Executive.
## Discretions that apply to active members and members deferred after 31 March 2014

<table>
<thead>
<tr>
<th>Reg No.</th>
<th>Discretionary area</th>
<th>The Authority’s Statement on this area of discretion</th>
</tr>
</thead>
<tbody>
<tr>
<td>16(2)(e) &amp; 16(4)(d)</td>
<td>Whether, how much, and in what circumstances to contribute to a shared cost APC scheme</td>
<td>The Authority will generally not exercise this discretion.</td>
</tr>
<tr>
<td>30(6) &amp; 11(2)</td>
<td>Whether all or some benefits can be paid if an employee reduces their hours or grade (flexible retirement)</td>
<td>The Authority will not give blanket consent for staff in the LGPS aged 55 or over to flexibly retire and draw immediate payment of pension benefits. Requests will be considered and assessed on their merits taking account of the economic and operational interests of the Authority.</td>
</tr>
<tr>
<td>30(8)</td>
<td>Whether to waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement</td>
<td>The Authority will generally only exercise this discretion on exceptional grounds including compassionate reasons.</td>
</tr>
<tr>
<td>30(5) &amp; 30(8)</td>
<td>Whether to waive, in whole or in part, actuarial reduction on benefits which a member voluntarily draws before normal pension age</td>
<td>The Authority will generally only exercise this discretion on exceptional grounds including compassionate reasons.</td>
</tr>
<tr>
<td>Sched 2 para 2(2)</td>
<td>Whether to “switch on” the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60.</td>
<td>The Authority will not exercise this discretion.</td>
</tr>
<tr>
<td>Sched 2 para 2(3)</td>
<td>Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits from pre 1/4/14 membership where the employer has “switched-on” the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60</td>
<td>The Authority will generally only exercise this discretion on exceptional grounds.</td>
</tr>
<tr>
<td>31</td>
<td>Whether to grant additional pension to an active member or within 6 months of ceasing to be an active member by reason of redundancy or business efficiency (by up to £6,500 p.a.)</td>
<td>The Authority will generally not exercise this discretion.</td>
</tr>
</tbody>
</table>
## Discretions that apply to members who left the scheme before 1 April 2014

<table>
<thead>
<tr>
<th>Reg No.</th>
<th>Discretionary area</th>
<th>The Authority's Policy Statement on this area of discretion</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Whether, for a member leaving on the grounds of redundancy or business efficiency on or before 31st March 2014, to augment membership (by up to 10 years). The resolution to do so would have to be made within 6 months of the date of leaving. Hence this discretion is spent entirely after 30th September 2014.</td>
<td>The Authority will generally not exercise this discretion.</td>
</tr>
<tr>
<td>30(2)</td>
<td>Whether to grant application for early payment of deferred benefits on or after age 55 and before age 60</td>
<td>The Authority will generally only exercise this discretion on exceptional grounds including compassionate reasons.</td>
</tr>
<tr>
<td>30(5)</td>
<td>Whether to waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30</td>
<td>The Authority will generally only exercise this discretion on exceptional grounds.</td>
</tr>
<tr>
<td>30A(3)</td>
<td>Whether to grant an application for early payment of a suspended tier 3 ill health pension on or after age 55 and before age 60</td>
<td>The Authority will generally not exercise this discretion.</td>
</tr>
<tr>
<td>30A(5)</td>
<td>Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30A</td>
<td>The Authority will generally only exercise this discretion on exceptional grounds.</td>
</tr>
</tbody>
</table>

## Discretions relating to redundancy

<table>
<thead>
<tr>
<th>No.</th>
<th>Discretionary area</th>
<th>The Authority's Policy Statement on this area of discretion</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>To base redundancy payments on an actual week’s pay where this exceeds the statutory weeks’ pay limit.</td>
<td>The Authority will base redundancy payments on an actual week’s pay where this exceeds the statutory week’s pay limit.</td>
</tr>
<tr>
<td>6</td>
<td>To award lump sum compensation of up to 104 weeks’ pay in cases of redundancy, termination of employment on efficiency grounds, or cessation of a joint appointment.</td>
<td>The Authority will generally not exercise this discretion.</td>
</tr>
<tr>
<td>21(4)</td>
<td>How to apportion any surviving spouse’s or civil partner’s annual compensatory added years payment where the deceased person is survived by more than one spouse or civil partner.</td>
<td>The Authority would normally split any payment equally between the surviving spouses or partners. However, this is a rare occurrence and each case will be considered on its individual merits taking into account any express wishes of the deceased</td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>25(2)</td>
<td>How it will decide to whom any children’s annual compensatory added years payments are to be paid where children's pensions are not payable under the LGPS (because the employee had not joined the LGPS) and, in such a case, how the annual added years will be apportioned amongst the eligible children</td>
<td>The Authority would normally split any payment equally between any eligible children. However, this is a rare occurrence and each case will be considered on its individual merits taking into account any express wishes of the deceased person.</td>
</tr>
<tr>
<td>21(7)</td>
<td>Whether, in respect of the spouse of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries, enters into a new civil partnership or cohabits after 1 April 1998, the normal pension suspension rules should be dis-applied i.e. whether the spouse’s or civil partner’s annual compensatory added years payments should continue to be paid</td>
<td>The Authority would generally look to dis-apply the normal pension’s suspension scheme rules.</td>
</tr>
<tr>
<td>21(5)</td>
<td>If, under the preceding decision, the authority’s policy is to apply the normal suspension rules, whether the spouse’s or civil partner’s annual compensatory added years payment should be reinstated after the end of the remarriage, new civil partnership or cohabitation</td>
<td>The Authority would normally reinstate the payment.</td>
</tr>
<tr>
<td>21(7)</td>
<td>Whether, in respect of the spouse or civil partner of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries or cohabits or enters into a civil partnership on or after 1 April 1998 with another person who is also entitled to a spouse’s or civil partners annual CAY payment, the normal rule requiring one of them to forego payment whilst the period of marriage, civil partnership or co-habitation lasts, should be dis-applied i.e. whether the spouses’ or civil partners’ annual CAY payments should continue to be paid to both of them</td>
<td>The Authority would generally look to dis-apply the normal pension’s suspension scheme rules.</td>
</tr>
<tr>
<td>17</td>
<td>Whether and to what extent to reduce or suspend the member’s annual compensatory added years payment during any period of re-employment in local government</td>
<td>The Authority would not normally reduce or suspend payments in this instance. The Authority reserves the right to look at each case based on the employee’s new salary details of the re-employment into local government.</td>
</tr>
<tr>
<td>19</td>
<td>How to reduce the member’s annual compensatory added years payment following</td>
<td>The Authority would not normally reduce payments in this instance. The Authority reserves the right to look at each case based on the employee’s</td>
</tr>
<tr>
<td>Reg No.</td>
<td>Discretionary area</td>
<td>The Authority’s statement on this area of discretion</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>3(1)</td>
<td>Whether to grant an injury allowance following reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job.</td>
<td>The Authority will not generally adopt this discretion.</td>
</tr>
<tr>
<td>4(1)</td>
<td>Whether to grant an injury allowance following cessation of employment as a result of permanent incapacity caused by sustaining an injury or contracting a disease in the course of carrying out duties of the job.</td>
<td>As above</td>
</tr>
<tr>
<td>4(3) &amp; (8)</td>
<td>Amount of injury allowance following cessation of employment as a result of permanent incapacity caused by sustaining an injury or contracting a disease in the course of carrying out duties of the job.</td>
<td>As above</td>
</tr>
<tr>
<td>4(2)</td>
<td>Determine whether person continues to be entitled to an injury allowance awarded under regulation 4(1).</td>
<td>As above</td>
</tr>
<tr>
<td>4(5)</td>
<td>Whether to suspend or discontinue injury allowance awarded under regulation 4(1) if person secures paid employment for not less than 30 hours per week for a period of not less than 12 months.</td>
<td>As above</td>
</tr>
<tr>
<td>6(1)</td>
<td>Whether to grant an injury allowance following cessation of employment with entitlement to immediate LGPS pension where a regulation 3 payment was being made at date of cessation of employment but regulation 4 does not apply.</td>
<td>As above</td>
</tr>
<tr>
<td>Reg No.</td>
<td>Discretionary area</td>
<td>The Authority’s statement on this area of discretion</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>L31(2)</td>
<td><strong>Early payment of pension</strong> - Whether to grant application for early payment of deferred benefits on or after age 55 and before age 60</td>
<td>The Authority’s policy is not to grant consent to the immediate payment of retirement benefits, save in exceptional circumstances including compassionate reasons.</td>
</tr>
<tr>
<td>L31(5)</td>
<td><strong>Waiving actuarial reductions where benefits drawn early</strong> - Waive, on compassionate grounds, the actuarial reduction applied to benefits paid early for a post 31 March 1998 / pre 1 April 2008 leaver or a councillor leaver</td>
<td>The Authority’s policy is to determine on a case by case basis whether to exercise the discretion to waive the actuarial reduction</td>
</tr>
<tr>
<td>L31(7A)</td>
<td><strong>Optants out</strong> - Councillor optants out and pre 1 April 2008 employee optants out only to get benefits paid from normal retirement date (NRD) if employer agrees</td>
<td>The Authority’s policy is not to grant consent to the payment of retirement benefits under this rule, save in exceptional circumstances.</td>
</tr>
</tbody>
</table>
APPENDIX 1

LOCAL GOVERNMENT PENSION SCHEME (LGPS)

Complaints procedure

1. Introduction

The LGPS complaints procedure is called the Internal Dispute Resolution Procedure or IDRP. The formal two stage procedure can be used whoever your complaint is about.

If you wish to make a complaint but feel you need someone else to do this for you, or you are not able to put your case yourself, for example because you are a child, you can choose someone else to represent you. This can be whoever you like - a friend, relative, solicitor, union rep, and so on.

The Greater Manchester Pension Fund (GMPF) has written a guide called ‘How to Complain’. It explains what you can complain about. The guide is on their website under C for complaints: www.gmpf.org.uk

Many disputes can be resolved without using the formal IDRP stages and may just need the Pensions Team to provide more explanation of the regulations, rules and criteria, for example. This is called the informal stage which you are welcome to use before or instead of the formal stages.

2. Informal Stage

Please send your question, what you disagree with or your complaint to the:

Payroll and Pensions Team
Direct Dial: 0161 608 4205
People Enquiry Line: 0161 608 4244
Greater Manchester Fire & Rescue Service
GMFRS Headquarters, 146 Bolton Road, Swinton, Manchester, M27 8US

3. The Formal Stages

Stage One Formal Complaint

Making your Complaint

Your complaint should be in writing. You can use the attached GMPF complaints form to help you to include the right details. Do not send your complaint to the Pensions Officer. Send your complaint to:

Treasurer - Greater Manchester Combined Authority
1st Floor, Churchgate House
56 Oxford Street
Manchester M1 6EU

Tel: 0161 778 7000.

Your complaint should be submitted within six months of the date of the decision, or when a decision should have been made if it has not been made. This time limit can only be extended in special circumstances at the discretion of the Treasurer (or his/her nominee).
The Treasurer (or nominee) will consider the facts of your case along with any scheme rules and other legislation that applies.

The Decision

The Treasurer (or nominee) will respond in writing within 2 months of receiving the complaint. His response will contain:

- the decision
- reference to any legislation or LGPS provisions that the decision relies on
- reference to your right to make a stage two complaint

If it is not possible to reach a decision within two months, the Treasurer (or nominee) will acknowledge your complaint and explain when a decision will be reached.

Stage 2 Formal Complaint

Making your Complaint

You can make a stage 2 complaint if:

- you are dissatisfied with the decision of the Treasurer (or nominee);
- the Treasurer (or nominee) has not responded within 3 months of you making your complaint;
- a decision has not been issued within 1 month of the date the Treasurer (or nominee) gave to you.

Your complaint should be in writing. You can use the attached GMPF complaints form to help you to include the right details. Send your complaint to:

The Pensions Referee
Guardsman Tony Downes House
5 Manchester Road
Droylsden
M43 6SF.

4. How to get outside help

The Pensions Advisory Service (TPAS)

TPAS is available at any time to assist members and beneficiaries of the pension scheme in connection with any pension query they may have. If you have been through the complaints procedure described above and are still not satisfied you can ask TPAS for help. TPAS cannot force schemes to take action and they may refer cases to The Pensions Ombudsman (TPO) anyway. You can get in touch with a local TPAS adviser through your Citizens Advice Bureau, or their central office:

www.pensionsadvisoryservice.org.uk   Telephone: 0300 123 1047

The Pensions Ombudsman (TPO)

If you have been through the complaints procedure above and have approached TPAS but you are still not satisfied you can approach TPO. You can do this within 3 years of the event that caused the complaint or dispute. TPO may investigate and determine any complaint or dispute of fact or law in
relation to an occupational pension scheme. Pension schemes and members must normally go along with TPO’s decision unless it is overturned by a court. You can contact TPO at:

The Pensions Ombudsman
11 Belgrave Road
London
SW1V 1RB
www.pensions-ombudsman.org.uk  Telephone: 020 7630 2200

Pension Tracing Service
All pension schemes have to register their details with the Pension Tracing Service, and GMPF has done this. If you were in another scheme in the past and you have lost touch with them, the tracing service should be able to help you trace your record.

Pension Tracing Service
The Pension Service
Tyneview Park
Whitley Road
Newcastle-upon-Tyne
NE98 1BA  Telephone: 0800 1223 170

Independent advice
Independent advisers are not tied to selling the products of just one company, but charge a fee or earn commission on the products they sell. Visit their website for details of advisers in your area:

www.unbiased.co.uk

State pensions: For information about State pensions please contact your local Department for Work & Pensions Office.
stage 1 complaint form

1. ABOUT THE COMPLAINT

Who is the complaint against?
- The following employer
- Greater Manchester Pension Fund (GMPF)

2. DETAILS OF PERSON MAKING COMPLAINT

Title
Surname
Other names
National Insurance no.
Pay number
Date of birth
Address
Postcode
Are you a...
- GMPF member
- Prospective member
- Pensioner
- Deferred member
- Dependant

Please give details of the member you are a dependant of...

Their full name:
Their address:
Their National Insurance no.
Their date of birth:
Their employer:
Your relationship:
POSTCODE

3. USING A REPRESENTATIVE

Is a representative making this complaint on behalf of the person named above?
NO Go to SECTION 4 YES The representative should fill in their details below...

Representative’s details
Title
Surname
Other names
Your relationship to person making complaint
(Example: friend, solicitor)
Address
Postcode
Whose address should letters go to?
(Please tick one box)
Yourself as representative
The person you represent

Continued...
4. DETAILS OF COMPLAINT

Please give full details of the complaint in this section

- Please give full details of the complaint, including any dates which you think are relevant.
- If you run out of space, please attach a separate sheet marked with name and National Insurance number.
- Please include a copy of any written notification of a decision you have received.


5. SIGNATURE

This section must be signed IN ALL CASES by either:
- The person making the complaint where there isn’t a representative, or
- The representative where there is one.

Signed ___________________________ Date ________________

6. WHAT TO DO NEXT

**Important:** Please keep a copy of the completed form for your own records, then send it to:

**Complaints against GMPF:**
The stage 1 Pensions Referee
Level 3 Executive Suite
Council Offices
Wellington Road
Ashton under Lyne
OL6 6DL

**Complaints against employer:**
Your employer’s Pensions Officer

pensions office stamp
PURPOSE OF REPORT:

To seek approval for the establishment of and appointment to the post of GMCA Deputy Monitoring Officer within the GMCA structure.

SUMMARY:

The key changes are:

- Establishment of the post of Deputy Monitoring Officer as a permanent role within the Greater Manchester Combined Authority at a salary of £67,183.
- Assimilation of the Deputy Clerk and GMFRS Authority Solicitor, (TUPE transferred from Greater Manchester Fire and Rescue Service) into this role.

FINANCIAL IMPLICATIONS:

An additional spend of £4,232 per annum.

The role of Deputy Clerk and Authority Solicitor will be deleted from the GMCA/GMFRS structure. The proposals ensure that the skills available to the GMCA are being effectively utilised to meet the changed requirements arising out of transition in a positive way.

RECOMMENDATIONS:

To approve establishment of a permanent role of Deputy Monitoring Officer within the GMCA organisational structure and agree that the Deputy Clerk and GMFRS Authority Solicitor be assimilated into this role.

CONTACT OFFICERS:

Name: Liz Treacy  
Position: Monitoring Officer  
Email: liz.treacy@greatermanchester-ca.gov.uk

Name: Andrew Lightfoot  
Position: Deputy Chief Executive  
Email: andrew.lightfoot@greatermanchester-ca.gov.uk

Name: Mallicka Mandal  
Position: HR Transition Lead  
Email: mallicka.mandal@greatermanchester-ca.gov.uk
1. **BACKGROUND**

1.1. Members will recall that at the Combined Authority meeting in April 2013 they were asked to approve the appointment of Liz Treacy, City Solicitor of Manchester City Council, as the GMCA’s Monitoring Officer, from 16 May 2013, following the retirement of the then Monitoring Officer.

1.2. The Deputy Monitoring Officer role was previously fulfilled by an officer from Manchester City Council who reported directly to the GMCA/MCC Monitoring Officer, Liz Treacy. This role was employed by Manchester City Council at a salary of £67,183 per annum.

2. **DEPUTY MONITORING OFFICER**

2.1. Following the retirement of the previous Deputy Monitoring Officer, the Deputy Clerk and GMFRS Authority Solicitor, has acted into this role and is paid an uplift to £67,183 (pro-rata) for a period of 3 months in recognition of the additional responsibilities (from her substantive salary of £62,951.28).

2.2. This report seeks permission to formalise the post Deputy Monitoring Officer as a full-time permanent post within the GMCA on the salary of £67,183 on NJC terms and conditions. A role profile for this post is attached for information at Appendix 1.

2.3. It is recommended that the Deputy Clerk and Monitoring Officer for GMFRS, is assimilated into this role. The anticipated commencement date would be from 1 November 2017.

2.4. In determining an appropriate salary for this role, the GMCA have sought advice from North West Employers’ Organisation, who have conducted a benchmarking exercise and recommended the appropriate rate for the role, having taken into account the responsibilities and accountabilities as set out in the role profile along with internal salary relativities.

2.5. The Deputy Monitoring Officer role is an integral part of the GMCA legal structure. The role is responsible for providing a comprehensive legal advisory service to the GMCA, its committees and officers over the whole range of its current functions.

2.6. The Deputy Monitoring Officer will take the lead on managing the legal service level agreement with Manchester City Council. Additionally, she will also lead on Fire, Policing and Crime and Scrutiny matters and will attend Fire Committee, Policing and Crime Panel and Scrutiny meetings. Whilst the Monitoring Officer will have ultimate responsibility for the GMCA Legal Services, the Deputy Monitoring Officer will deputise as needed.

3. **CONCLUSION**

The Committee is requested to consider and agree the recommendations in the front of this report.
DEPUTY MONITORING OFFICER
Greater Manchester Combined Authority

Role Profile

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Deputy Monitoring Officer</th>
<th>Date:</th>
<th>July 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Line:</td>
<td>Liz Treacy, Monitoring Officer</td>
<td>Salary:</td>
<td>£67,183</td>
</tr>
<tr>
<td>Team:</td>
<td>Legal Services</td>
<td>Business Area:</td>
<td>GMCA</td>
</tr>
</tbody>
</table>

JOB PURPOSE

To advise and respond to all requests for legal advice relevant to the functions and activities of the Greater Manchester Combined Authority.

Key Accountabilities:
- Deputy Monitoring Officer, GMCA (a combined authority of the 10 GM districts)
- Lead legal adviser on matters relating to Fire and Policing and Crime functions of the Mayor
- Accountable to the Chief Executive, Monitoring Officer and elected members of GMCA.
- Accountable also to the Chief Fire Officer

DIMENSIONS

- Liaising with internal and external customer groups and strategic partners; Senior Managers and staff within GMCA, Senior Managers from across GM’s public sector and stakeholders/partners.
- Senior officers and members within GMCA, including Chief Executives, chief officers, chief legal officers and leading Members.
- Senior officials in government departments, in particular, DCLG, DFT, DFE, DWP, and representatives of the Welsh and Scottish governments.
- Senior private sector lawyers
- Officer colleagues

KEY RESPONSIBILITIES
1. To provide a comprehensive legal advice service to the GMCA, its committees and officers over the whole range of its current functions, principally Fire, Police and Democratic Services.

2. To play a major role in governance involving a range of organisations, including the Government.

3. To ensure the legality of all decisions made by the Greater Manchester Combined Authority (GMCA) and to provide legal advice, expertise and representation to the Authority and its Senior Managers.

4. To act as the Deputy Monitoring Officer and, in conjunction with the Monitoring Officer to exercise overall responsibility for the execution of democratic processes.

5. To lead on the management of the legal services service level agreement with Manchester City Council.

6. To proactively advise and respond to all requests for legal advice on employment law, procurement law, public and administrative law, Data Protection and Information Law, Health and Safety Law, Civil Litigation and Criminal law in its application to the GMCA.

7. To arrange representation for the GMCA in respect of hearings and charges brought in the Magistrates Court.

8. To defend claims in the civil courts and tribunals against the GMCA for breach of statutory duty, contract, negligence (including applications for judicial review); and unfair dismissal and preparation of appropriate pleadings; witness statements and bundles of documents where appropriate and to arrange for counsel to be instructed to appear on behalf of the Authority.

9. To draft and review contracts, agreements and other official documentation, for and on behalf of the GMCA, ensuring the Authority is legally compliant and responds effectively to changes in legislation.

10. To monitor and manage expenditure within relevant cost centres.

11. To undertake such other duties as may be reasonably assigned from time to time as are compatible with the above roles.

12. To deputise for the Monitoring Officer as needed.

**KNOWLEDGE, SKILLS AND EXPERIENCE**

- A sophisticated understanding of complex governance arrangements across a number of statutory bodies, including the means of legal delegation between different legal entities.
- Detailed knowledge and understanding of Local Government and Fire and Police legislation and its application within the GMCA.
- In depth knowledge of democratic governance and decision-making including the constitution of the GMCA including the financial regulations, officer delegations, conduct of Members and officers and lawful decision-making.
- Excellent relationship building with internal and external stakeholders including Senior Government officials, Chief Executive’s and Leaders.
- A qualified lawyer of several years standing and experience of all areas of local government law and public sector law.
- Legal knowledge which is both wide and specialist.
- Experience of managing the provision of legal services.
- Detailed knowledge of local government and other public sector structures.
- Understanding of the national and local policy context for local government.
- Ability to represent GMCA effectively in a variety of forums.
- Political understanding and sensitivity.
- Ability to think strategically and laterally.
- Analytical skills.
- Creative ability to solve legal problems and find innovative solutions.
- Ability to stand firm with strong resistance when legal advice might not be appreciated, whilst always seeking to find an alternative solution to the issue.
- Intellectual rigour with attention to detail.
- Communication skills both in writing and orally with a range of audiences.
- Commercial understanding.
- Ability to work collaboratively.
- Ability to draft complex legal documents.
GMCA RESOURCES COMMITTEE

Date: 27 October 2017
Subject: Core Investment Team – Senior Management Arrangements
Report of: The Chief Executive

PURPOSE OF REPORT
This report relates to proposals within the GM Core Investment Team, following the resignation of the Director of Fund Management and Property. These proposed changes are fully funded by the Team’s budget.

SUMMARY:
The proposed changes are:
- Deletion of the roles of:
  - Director of Fund Management and Property
  - Strategic Lead
- Creation of two Transaction Manager posts
- Rationalisation of the salary level for the roles of Transaction Manager

FINANCIAL IMPLICATIONS:
The current Core Investment Team has a consolidated staffing budget of £1.6m. The above proposals could, if all potential salary increases were made, increase the budget by £13k, although in the short term there will be no budget increase. Any further increases will be fully funded by interest and arrangement fees earned from the Funds under management.

RECOMMENDATIONS:
1) Approve the proposals relating to reorganisation of the Core Investment Team, as follows:
   - Deletion of the roles of Director of Fund Management and Property and Strategic Lead leading to a saving of £139,523.
   - Creation of two additional Transaction Manager roles at £60,000 to £65,000 (depending upon experience) per annum leading to increased spend of up to £130,000 per annum.
   - Increasing existing salaries of the two Investment Directors from £76,508 to £84,000 leading to an increased spend of £14,985 per annum.
   - Rationalising salaries of the Transaction Managers potentially leading to an increased spend of £7,500 per annum.
• Assimilation of the existing Strategic Lead into the role of Transaction Manager.

2) Note the increased net spend of £12,962 to be met from eligible income earned by the Team.

CONTACT OFFICERS:

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Position: Chief Executive
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Name: Bill Enevoldson
Position: Chief Investment Officer
Email: bill.nevoldson@greatermanchester-ca.gov.uk
1. **Background**

1.1. The GM Core Investment Team is responsible for the delivery of the Greater Manchester Investment Fund – a series of recycling property and business funds established to support job creation and regeneration in the Greater Manchester region.

1.2. The team was established in 2013 following the receipts of two RGF programmes and a Growing Places programme. Since that date the team has increased its responsibilities such that it now manages either directly or indirectly over £600m of funding, including the £300m Housing Investment Fund.

1.3. The Core Investment Team predominantly comprises employees who TUPE transferred across to the GMCA from Manchester City Council on 1 April 2017.

1.4. The Team’s key achievements to date include:
   - £82.4m directly invested into over 60 businesses in Greater Manchester creating/safeguarding 6,236 jobs
   - Establishment of the GM Loan Fund in 2013 to provide debt finance below £500k
   - Commercial property funds have supported the development of 160,725sqft of commercial floor space and the redevelopment of 17.84 hectares of Brownfield land
   - £306m invested into Housing across 21 sites in Greater Manchester, supporting the building of 3,925 new homes
   - Private sector funds leveraged to date of circa £1 billion across the Funds
   - Establishment of the Life Sciences Fund in 2016 in partnership with Cheshire East and Bruntwood to provide equity finance for Life Sciences businesses in the region
   - Novation of the existing £60m Evergreen Holding Fund to ensure the investment is retained within the region along with the successful application for additional ERDF funding of £60m to establish Evergreen 2 and a Low Carbon Fund.

1.5 Following the resignation of the Director of Fund Management and Property, a review of the resourcing requirements for the team has been undertaken in order that the team continues to have the resource required to deliver the funds under management.

2. **GM Core Investment Team Responsibilities**

2.1 A summary of the Core Investment Team’s responsibilities include:

   - **Housing Investment Fund** – as part of the devolution deal with Government, a £300m Housing Investment Fund has been established. Funding is used to support additional and accelerated housing delivery across Greater
Manchester. Greater Manchester has guaranteed to repay DCLG a minimum of 80% of the funding with the intention to recycle the funding 2 – 3 times over the Funds 10 year lifecycle.

- **Business Funds** – The Team committed the initial £65m of RGF funding by March 2016 and are now investing a Recycling Fund of up to £15m per annum as loans/equity. Funding is used to support commercially viable businesses creating jobs in the region, who cannot raise all of the private sector finance required.

- **Property Funds** – The Team are investing the recycled Growing Places monies of £35m into key employment and regeneration sites across the region. Funds can be used for commercial property and infrastructure development in order to unlock sites/developments.

- **Low carbon** – the team provide financial and transaction support for projects funded through ELENA.

- **Fund oversight role** – the team are also responsible for the oversight of the other Investment Funds within the LEP’s remit, including the Greater Manchester Loan Fund (managed by Maven Capital), Evergreen 1 (managed by CBRE), the Life Sciences Fund (managed by Catapult), Evergreen 2 (managed by CBRE), the Northern Powerhouse Investment Fund (managed by Maven/FW Capital/BFS) and the Low Carbon Fund (managed by GVA).

- **Monitoring** – the deployment of the Funds has brought with it an extensive monitoring requirement including the assessment of i) outputs ii) the progress of developments and iii) the financial performance of the Borrowers. The financial performance of the Borrowers is critical for ensuring the Funds recycle which will ensure their continuity (and thus the number of projects that can be reported) but is also critical for the Housing Investment Fund where the Local Authorities have guaranteed to return £240m of the funding.

- **Commercial Finance support** – the Team provide Commercial Finance support to key projects including the Waste PFI and Manchester Airport dividend.

2.2 The above is set in the context that as the funder of last resort the quality of the loan books is mixed, particularly within the Business Funds where security can be limited.

3. **GM Core Investment Team Structure Proposals**

3.1 The current structure of the Core Investment Team is attached at Appendix 1.

3.2 The Team is currently managed by two Investment Directors reporting into the Director of Fund Management and Property, and then into the Chief Investment Officer, who is a direct report of the Chief Executive.

3.3 Following the resignation of the Director of Fund Management and Property, it is timely to review the structure of the team to ensure existing responsibilities are delivered efficiently without any detriment to the GMCA. The proposed new structure which will enable the GMCA to maintain Core Investment Team service provision is detailed in Appendix 2 to this document.
3.4 A summary of the proposals to revise the structure is included below:

3.4.1 Director of Fund Management and Property (Salary £81,608 per annum)

It is proposed that this role be deleted with the key responsibilities for this role being split between the two existing Investment Directors, with additional managerial support to be recruited.

3.4.2 The additional responsibilities that the Investment Directors will have to undertake include:

- Delivery of GM’s 2014-2020 ERDF programme that is allocated to financial instruments. This includes establishing and leading on the GM Fund of Funds and the underlying Low Carbon and Evergreen 2 Funds.
- Implementation of the Greater Manchester Fund of Funds of the Evergreen Holding Fund including the development of the investment strategy, procurement of the sub fund managers and ensuring the deployment of the funds.
- Oversight of Evergreen 1, Evergreen 2 and the Low Carbon Investment Fund including facilitating investment opportunities, liaising with stakeholders and ensuring compliance with relevant regulations.
- Responsibility for the deployment and monitoring of Growing Places monies
- Responsibility for the Team’s input into ELENA funded low carbon projects
- Oversight of the Life Sciences Fund (managed by Catapult)
- Supporting the development of new policy initiatives across GM from a financial perspective with a view to securing further funding for the region e.g. Skills capital, cyber hub, use of business rates etc.

3.4.3 In order to reflect the increased level of responsibility that the Investment Directors will be asked to take on as part of their roles, it is proposed that their salary levels rise from £76,508 to £84,000.

3.4.4 The net impact of the above changes is a decrease in costs of £66,623 per annum.

4. Creation of two additional Transaction Manager roles and rationalising the existing salary levels:

4.1 In order to support the Investment Directors with the delivery of the additional responsibilities and to allow them to pass an element of their current workload down to create capacity, it is recommended that a further two Transaction Manager roles be created.

4.2 The key responsibilities of the Transaction Manager roles include:
o Develop and manage a portfolio of loan and equity investments across Greater Manchester, in line with an agreed Investment Strategy and Risk Management Framework, preparing detailed analysis to illustrate sensitivities and options in order to negotiate robust funding structures.

o Report to the relevant Investment Committees on investment propositions and pricing, identifying risks and mitigation strategies, and monitor the performance of investments made by the Funds to ensure that GMCA funding is safeguarded.

o Establish good working relationships with a range of key partners including property developers, house-builders, businesses, investors, and senior officers within Greater Manchester’s constituent local authorities.

o Instruct and manage external financial, property, construction and legal advisors to support due diligence, loan facility development, contracting and monitoring of investments.

o Support the development of operational processes and credit and risk management practices.

o Support the management of external Funds

4.3 The existing salary range for the Transaction Manager roles is £60,000 - £65,000 dependent upon experience. It is proposed that the additional posts are also set at this salary level.

5 Deletion of the role of Strategic Lead

5.1 As part of the creation of the above Transaction Manager roles, the existing Strategic Lead role will be deleted in order to reflect that the level of managerial support required going forward is at a higher level of responsibility than is attached to the current Strategic Lead role. It is proposed that the existing Strategic Lead role responsibilities are incorporated within the new Transaction Manager roles, alongside the additional responsibilities noted above.

5.2 The Strategic Lead salary level is set at £57,915. The net impact of creating the additional Transaction Manager roles and deleting the Strategic Lead role is an increase in costs of £72,085.

6 Transaction Manager Salaries

6.1 The Transaction Manager roles within the team have a salary banding of £60,000 – 65,000. The previous two Transaction Managers recruited to the Team have required a salary level to be set at the upper limit of the salary band of £65,000 in order to compete with the options available to the candidates in the wider market. This compares to earlier recruits to the Transaction Manager roles which were at the £60,000 level.
6.2 In order to harmonise the salary levels across this grade it is recommended that the three existing Transaction Managers with a salary level of £60k have their salaries increased to £62,500 with a view to a subsequent increase to £65,000 being made in 12 months’ time. Both of the increases would be subject to satisfactory performance of the Transaction Managers in their existing roles, and at the same time will help to retain existing staff given wider market conditions.

6.3 The impact of the increases in salaries to the team would be an additional £7,500 per annum. The above proposals could, if all potential salary increases were made, increase the budget by £13k, although in the short term there will be no budget increase. Any further increases will be fully funded by interest and arrangement fees earned from the Funds under management.

7. Trade Union Comments

No further comment.

8. Conclusion

8.1 The proposals within this report set out the requirements for the re-organisation of resource within the Core Investment Team.

8.2 The proposals set out within this report have been developed to ensure the GMCA has the required leadership capacity within its Core Investment Team to support the Chief Executive and the Chief Investment Officer and meet the ambitious strategic priorities for the future.

8.3 The Committee is requested to consider and agree the recommendations set out in the front of the report.
APPENDIX 1 – EXISTING STRUCTURE OF THE CORE INVESTMENT TEAM.

Core Investment Team

[Diagram showing the structure with roles and titles]

- Chief Executive
- Chief Investment Officer
- Director of Fund Management and Property
- Risk Director (Contractor)
- Business Investment Director
- Business Investment Director
- Low Carbon Investment
- Housing Fund Investment Director
- Strategic Lead
- Programme Manager
- Principal Development Officer
- Development Officer
- Programme Assistant (TEMPS)
APPENDIX 2 – PROPOSED STRUCTURE

Core Investment Team

Chief Investment Officer

Investment Director

Transaction Manager

Principal Development Officer

Development Officer

Programme Assistant (Daily)

Transaction Manager

Principal Development Officer

Programme Manager

Programme Assistant

Investment Director

Business Development Manager

Assistant Transaction Manager (put to recruit)

Transaction Manager

Principal Development Officer (put to result)

Programme Manager

Programme Assistant

Transaction Manager

Housing Transaction Manager

Housing Transaction Manager/Credit Manager

Low Carbon Technical Manager

Risk Director