

GREATER LONDON AUTHORITY

REQUEST FOR MAYORAL DECISION – MD3239

Title: Contracts of Mayoral Appointees

Executive Summary:

Section 67 of the Greater London Authority Act 1999 (as amended) ("the GLA Act") stipulates that the Mayor can appoint up to 13 members of staff ("Mayoral Appointees"). Section 67(4) of the GLA Act states that none of these appointments can last beyond the end of the Mayoral term.

Mayoral Appointees are therefore appointed to roles on fixed term contracts that terminate by operation of law at the end of the Mayoral term. This report, in accordance with precedent from the end of previous Mayoral terms, deals with the ending of the fixed term contracts and the proposed compensation payments to be made to the Mayoral Appointees should circumstances require such compensation payments to be made.

This report also deals with the ending of the fixed term contract and the proposed compensation payment for the Deputy Mayor for Policing and Crime. While section 19 of the Police Reform and Social Responsibility Act 2011 states that the Mayor's Office for Policing and Crime (MOPAC) may appoint a person as the Deputy Mayor for Policing and Crime, Schedule 3 states that the terms and conditions of the person who is appointed must provide for the appointment to end not later than the day when the current term of office of the occupant of the Mayor's Office for Policing and Crime ends.

Decision:

The Mayor is asked to:

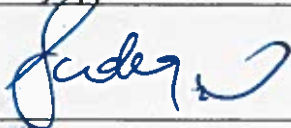
1. note that the employment contracts of the Mayoral Appointees and the Deputy Mayor for Policing and Crime will terminate by operation of law at the end of the Mayor's term of office
2. agree that, before the end of the Mayor's term of office: (a) the Authority enters into a Settlement Agreement with each of the Mayoral Appointees who would have been employed for at least six months by the end of the term, under which the Authority agrees to pay each a termination payment in full and final settlement of all claims they may have arising from their employment and/or its termination; and (b) MOPAC enters into the same with the Deputy Mayor for Policing and Crime
3. authorise: (a) the GLA's Head of Paid Service to exercise delegated authority to negotiate other terms and conditions of the Settlement Agreements and, after consulting with the interim Chief Finance Officer and Monitoring Officer, to enter into those Settlement Agreements for and on behalf of the Authority; and (b) MOPAC's Chief Executive to do the same for and on behalf of MOPAC regarding the Deputy Mayor for Policing and Crime.

Mayor of London

I confirm that I do not have any disclosable pecuniary interests in the proposed decision and take the decision in compliance with the Code of Conduct for elected Members of the Authority.

The above request has my approval.

Signature:



Date:

6/3/24

PART I – NON-CONFIDENTIAL FACTS AND ADVICE TO THE MAYOR

Decision required – supporting report

1. Introduction and background

- 1.1 Section 67(1) of the GLA Act stipulates that the Mayor can appoint up to 13 Mayoral Appointees, including no more than two political advisers.
- 1.2 Section 67(4) of the GLA Act states that none of these appointments can continue beyond the end of the Mayoral term. The Mayoral Appointees are therefore appointed to roles on fixed term contracts that will terminate by operation of law at the end of the Mayoral term.
- 1.3 The end of the current Mayoral term is specifically defined¹ as taking place at the start of the second day after the day on which the last of the successful candidates (whether Mayoral, Constituency Assembly Members or London-wide Assembly Members) at the next ordinary GLA election on 2 May 2024 is declared to have been returned.
- 1.4 There are currently 13 Mayoral Appointees in post – two political advisers (appointed under section 67(1) (a) of the GLA Act) and 11 other staff (appointed under section 67 (1)(b) of the GLA Act). This decision therefore concerns the arrangements for the ending of their current fixed term employment.
- 1.5 The Deputy Mayor for Policing and Crime (“DMPC”) is appointed by the Mayor under section 19 of the Police Reform and Social Responsibility Act 2011 (“2011 Act”). Where the person appointed as DMPC is not an Assembly member then that person is deemed to be employed by the Mayor’s Office for Policing and Crime (“MOPAC”) rather than the GLA. The incumbent Mayor is the current occupant of MOPAC. The current DMPC’s appointment also ends by operation of law at the end of the Mayoral term as required by the 2011 Act.
- 1.6 The Statutory Deputy Mayor is subject to different arrangements through the resettlement arrangements for Assembly Members. At the point any Assembly Member leaves office, any time served as the Statutory Deputy Mayor is recognised in the calculation of their resettlement grant.

2. Objectives and expected outcomes

- 2.1 As section 67(4) of the GLA Act states that none of the appointments can continue beyond the end of the Mayoral term, the Mayoral Appointees are all appointed to roles on fixed-term contracts that terminate by operation of law at the end of the Mayoral term. References to “Mayoral Appointees” below include the 13 staff appointed by the Mayor under section 67(1) of the GLA Act and the person currently appointed as the DMPC under section 19 of the 2011 Act.
- 2.2 The termination of the fixed-term contracts of the Mayoral Appointees is still a dismissal in law, requiring the Authority and MOPAC to have a fair reason for the non-renewal of the fixed-term contracts. Furthermore, the Authority and MOPAC would need to follow a fair process in bringing those fixed-term contracts to an end. As the fixed-term contracts come to an end by operation of law under the GLA Act and 2011 Act, there is no redundancy situation.
- 2.3 In order to minimise the risk of the Mayoral Appointees bringing unfair dismissal claims either because there is no fair reason for the non-renewal of the fixed-term contracts (given that the Mayoral Appointee position will still exist post-election), or because the Authority or MOPAC has failed to follow a fair process in bringing the fixed-term contracts to an end (including not considering suitable alternative employment), the Authority and MOPAC propose to make payments to them in return for them entering into Settlement Agreements. The legal justification for making a payment in these circumstances is to remove the risk of an unfair dismissal claim. The payments will not therefore exceed the statutory cap for unfair dismissal (currently the lower of one year’s salary or £105,707,

¹ See section 2(8) of the GLA Act 1999. The second day starts at 00:00:01 hours on that day.

although this figure will rise to £115,115 with effect from 6 April 2024) and will represent value for money. These payments are covered by the Statutory Guidance on Special Severance Payments (the "Statutory Guidance") which applies to the Authority. The Guidance is also being applied to MOPAC to ensure a consistent approach. The payments are justifiable having regard to the factors set out in that Guidance. The payments would be made in full and final settlement of all potential legal claims that the Mayoral Appointees may have arising from their employment and/or its termination.

- 2.4 The termination payment would be paid within 28 days of the end of the current Mayoral term but the Mayoral Appointee would forfeit the right to the termination payment (and immediately repay the payment in full if it has already been paid) if they are re-appointed by the new Mayor (including the current incumbent) to a post under section 67(1) of the GLA Act or section 19 of the 2011 Act or take up any other employment post in the GLA Group within 12 months of the end of the Mayoral term. Mayoral Appointees who are not in post at the end of the current Mayoral term are not eligible for the payment. Mayoral Appointees who return to the Authority or MOPAC for a short period to undertake a handover will not be required to repay their termination payments.
- 2.5 The Mayor is asked to authorise: (a) the Head of Paid Service to exercise delegated authority to negotiate other terms and conditions of the Settlement Agreements and, after consulting with the Authority's other statutory officers, to enter into those Settlement Agreements for and on behalf of the Authority; and (b) MOPAC's Chief Executive to do the same for and on behalf of MOPAC regarding the current DMPC.
- 2.6 Part 2 of this decision form covers individual arrangements relating to the end of the Mayoral term and sets out the proposed payment for each current Mayoral Appointee. These payments take account of the actual length of service of the Mayoral Appointees and their current salaries and are aligned to the principles followed when Government Special Advisors are awarded payments at the end of an electoral term.

3. Equalities comments

- 3.1 Under section 149 of the Equality Act 2010, the Mayor and GLA/MOPAC are subject to the public sector equality duty and must have due regard to the need to:
 - eliminate unlawful discrimination, harassment and victimisation
 - advance equality of opportunity between people who share a relevant protected characteristic and those who do not
 - foster good relations between people who share a relevant protected characteristic and those who do not.
- 3.2 The "protected characteristics" are age, disability, gender re-assignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation and marriage/ civil partnership status. The duty involves having appropriate regard to these matters as they apply in the circumstances, including having regard to the need to: remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic; take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it; and encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low. This can involve treating people with a protected characteristic more favourably than those without one.
- 3.3 The severance payments proposed in this paper are all calculated using the same formula and, as a result, no disproportionate impact is expected for any recipients with a protected characteristic.

4. Consultation

- 4.1 Consultation will be undertaken directly with the Mayoral Appointees in order to confirm the termination of their fixed term contracts.

5. Financial comments

- 5.1 The proposed payments would be met by drawing on the relevant GLA reserve which exists to fund pay settlements and reviews for all relevant staff and Members. All budget adjustments would be made. The proposed payment to the Deputy Mayor for Policing and Crime would be funded by MOPAC.

6. Legal comments

- 6.1 Under section 70(1) of the GLA Act the Mayor may appoint Mayoral Appointees on such terms and conditions as he sees fit, within the financial resources available to the Authority. The DMPC is appointed on such terms and conditions as the Mayor considers appropriate, and may be paid remuneration, allowances and gratuities under paragraph 6, Schedule 3 to the 2011 Act
- 6.2 Under section 34(1) of the GLA Act, the Authority, acting by the Mayor, has the power to do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of any of the functions of the Authority exercisable by the Mayor. For the reasons set out in paragraph 2 above, it is considered that entering into the proposed Settlement Agreements is within the Mayor's powers contained in sections 70(1) and 34(1) of the GLA Act.
- 6.3 In similar fashion, under paragraph 7 of Schedule 3 to the 2011 Act MOPAC may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of the Office. Again, for the reasons set out in paragraph 2 above, it is considered entering into the proposed Settlement Agreement with the DMPC is within MOPAC's powers.
- 6.4 By virtue of section 38(6) of the GLA Act, the Mayor cannot delegate and must therefore personally exercise the powers of appointment under section 67(1) of the Act. By virtue of section 38(1) of the GLA Act, the Mayor is however permitted to delegate his powers contained in sections 70(1) and 34(1) of the Act. The Mayor is therefore permitted to authorise the Head of Paid Service to negotiate and enter into the Settlement Agreements as proposed in this Mayoral Decision. The Head of Paid Service must exercise the delegation following consultation with the Authority's two other statutory officers: the interim Chief Finance Officer and the Monitoring Officer.
- 6.5 The Mayor (as MOPAC) may also authorise MOPAC's chief executive to exercise delegated authority to negotiate other terms and conditions of the Settlement Agreement with the DMPC.
- 6.6 It should be noted that this Mayoral Decision form is approved by the Head of Paid Service and interim Chief Finance Officer as opposed to the Chief of Staff and/or a Mayoral Appointee due to the potential conflict of interest if the Chief of Staff or a Mayoral Appointee were involved in proposing this decision, which directly affects them. This level of approval is also considered appropriate and equivalent to that referred to in the Statutory Guidance for the payments proposed.

7. Planned delivery approach and next steps

Activity	Timeline
Issuing of Settlement Agreements to all Mayoral Appointees	8 March 2024
GLA Elections	2 May 2024
Mayoral Appointees to receive a termination payment within 28 days of the end of the Mayoral term, currently expected to be 6 or 7 May 2024, should circumstances require such payments to be made	3 or 4 June 2024

Appendices and supporting papers:
None.

Public access to information

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FoIA) and will be made available on the GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after it has been approved or on the defer date.

Part 1 - Deferral

Is the publication of Part 1 of this approval to be deferred? Yes

If YES, for what reason: This decision is to be published alongside the draft GLA Statement of Accounts 2023-24, which will contain further relevant details.

Until what date: Publication of the draft GLA Statement of Accounts 2023-24 (in June-July 2024).

Part 2 – Sensitive information

Only the facts or advice that would be exempt from disclosure under FoIA should be included in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a part 2 form – YES

ORIGINATING OFFICER DECLARATION:

Drafting officer to confirm the following (✓)

Drafting officer:

Jacqui O'Donnell has drafted this report in accordance with GLA procedures and confirms the following:

✓

Sponsoring Director:

Mary Harpley has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.

✓

Mayoral Adviser:

N/A has been consulted about the proposal and agrees the recommendations.

Advice:

The Finance and Legal teams have commented on this proposal.

✓

INTERIM CHIEF FINANCE OFFICER:

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature



Date

5 March 2024

CHIEF OFFICER:

I am satisfied that this is an appropriate request to be submitted to the Mayor

Signature



Date

5 March 2024