

**THE BLESSED EDWARD BAMBER CATHOLIC MULTI ACADEMY TRUST  
 LOCAL GOVERNMENT PENSION SCHEME EMPLOYER DISCRETIONS POLICY**

**1. Scope**

This policy confirms the Blessed Edward Bamber Catholic Multi Academy Trust's decisions in relation to exercise of its discretionary powers under the regulations of the Local Government Pension Scheme (LGPS). It applies to all Trust employees who are members of the Local Government Pension Scheme.

**2. Employer Discretions**

**Part A - Mandatory policy - Formulation of policy in accordance with:**

*Regulation 60 of the Local Government Pension Scheme (LGPS) regulations 2013*

*Paragraph 2 (2) of Schedule " to the LGPS (Transitional Provisions, Savings & Amendment) regulations 2014*

*Regulation 66 of the Local Government Pension Scheme (Administration) Regulations 2008*

*Regulation 106 of the Local Government Pension Scheme regulations 1997*

**PART A – Discretions from 1 April 2014 in relation to post 31 March 2014 active members and post 31 March 2014 leavers (excluding councillor members)**

**Power of Scheme employer to award additional pension**  
*(Regulation 31 of the LGPS Regulations 2013)*

**Trust's Policy:**  
 Additional pension will not be awarded under any circumstance.

**Power of Scheme employer to contribute towards the cost of a member purchasing additional pension**  
*(Regulation 16 (2) (e) and 16 (4) (e) of the LGPS Regulations 2013)*

**Trust's Policy:**  
 Additional pension will not be awarded under any circumstance.

**Flexible retirement**  
*(Regulation 30 (6) and (8) of the LGPS Regulations 2013, Regulations 3 (5), 11(2) and 11(3) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014 and regulation 18(3) of the LGPS (Benefits, Membership and Contributions) Regulations 2007)*

**Trust's Policy:-**  
 An employee who reaches the age of 55 can request to draw their retirement benefits under the flexible retirement arrangements even though they have not left employment, all cases require prior approval by the Trust's Pay Committee.

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Requests for Flexible Retirement will only be considered if:

- a) There is a permanent reduction of hours/grade equivalent to a minimum 50% reduction in gross salary or pay.
- b) The Trust will not waive actuarial reductions or meet any associated pension costs under any circumstances.
- c) That discretion will be subject to a business case showing that there will be no adverse impact on the quality of education provided by the Academy or the Trust as a result of the flexible retirement proposal.
- d) The employee is aware that if they rejoin the LGPS scheme they will not be able to claim their pension benefits again. Following any further reduction in their hours, any further pension benefits that are accrued would become payable upon leaving employment.

**Early retirement and waiving actuarial reductions**

*(Schedule 2 paragraphs 1(2), 2(1), 2(2) and Regulation 3 (1) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, Regulation 30(8) of the LGPS Regulations 2013 and regulation 30(5) and 30A(5) of the LGPS (Benefits, Membership and Contributions) Regulations 2007)*

**Trust's Policy:-**

The Trust will not waive actuarial reductions or meet any associated pension costs under any circumstances.

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**PART B – Formulation of policy in accordance with further discretions under the Local Government Pension Scheme Regulations 2013**

**Shared Cost Additional Voluntary Contributions (SCAVCs)**

*(Regulation 17 of the LGPS Regulations 2013, Regulations 15(1)(d) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, Regulation 25(3) of the LGPS (Administration) Regulations 2008 and Regulation 15(3) of the LGPS (Benefits, Membership and Contributions) Regulations 2007)*

**Trust’s Policy:**

The Authority has decided not to adopt a shared cost AVC scheme.

**Late transfer requests**

*(Regulation 100(6) and 22(7) and (8) of the LGPS Regulations 2013)*

**Trust’s Policy:**

Requests made outside of the 12 month period will not be considered unless

- No previous option was given to the member due to a clear administration error (e.g. service declared but the transfer quotation had never been requested)
- Where there has been an administrative delay in processing the initial request which was received within the initial 12 months of active membership
- There is clear evidence that they had not been informed of, or could not reasonably have known of the time limit.

Any request to extend the deadline based on one of the above reasons is delegated to the Executive Director.

**Contributions payable by active members**

*(Regulation 9 and 10 of the LGPS Regulations 2013)*

**Trust’s Policy:**

The Trust determines individual employee contribution rate for the forthcoming financial year each April. This is done according to the employees actual pensionable pay. If the employee believes that their contribution rate is incorrect they should state this in writing to their Headteacher within 30 days of being notified of the new rate.

Should an employee have a change in salary during the year then the Trust will not amend the contribution rate until the following April when the exercise is carried out for all members. However, if an employee is subject to a significant salary change they can elect in writing that their contribution rate be reassessed.

**Assumed Pensionable Pay**

*(Regulation 21(4) and (5) of the LGPS Regulations 2013)*

**Trust’s Policy:**

The Trust will include any ‘regular lump sum payments’ where it is judged that it is reasonable to assume that they would have continued to have been paid.

**Employee Misconduct & Recovery of Money**

*Regulation 74*

**Trust’s Policy:**

The Trust will seek maximum financial recompense wherever possible where an employee’s contract has been terminated because of an offence involving fraud or grave misconduct.

Effective date: February 2015

Version 1.2

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### **Third Tier III Health Review**

#### *Regulation 20*

#### **Trust's Policy:**

If the employment and/or medical review is not completed at the 18 month stage then the Trust will request that pension payments be suspended after 18 months pending the completion of the review. If the employee has not found gainful employment & still meets the medical criteria then pension benefits will resume, backdated to the date of suspension, until the end of the three years.

If it is found that the member has found "gainful employment" within the initial 18 months then the Trust will seek repayment of the pension benefits paid from the date they commenced in "gainful employment" to the date that their pension was suspended.

#### **PART C – Mandatory policy statement – Formulation of policy in accordance with:**

*Regulation 7 of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006*

*Regulation 26 of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2000*

*Regulation 14 of the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011*

#### **Discretions in relation to the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006**

#### **Redundancy and Compensation payments**

*(Regulation 5 and 6 of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006)*

#### **Trust's Policy:**

The Trust's policy on redundancy payments is specified in the Staffing Review & Redundancy Procedures and there will be no further enhancement as permitted under this regulation.

#### **Discretions in relation to the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011**

#### **Injury Allowance payments**

*(Regulations 3 to 7 of the Local Government (Discretionary Compensation) (Injury Allowances) Regulations 2011)*

#### **Trust's Policy:**

The Trust has decided not to adopt an Injury Allowance Scheme

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## The Role of the Pay Committee

All requests for early retirement and voluntary redundancy need approval in line with the criteria within this policy.

The Committee will take into account the following:

- The operational implications of the retirements or redundancy on the academy/Trust
- The service benefits of the early retirement
- The needs of the individual concerned [compassionate reasons will be considered]
- The cost to the service (including any potential cost of recruitment and training);
- The ability to re-organise work amongst existing staff;
- The ability to recruit suitable new/additional staff;
- The overall impact on quality of service;
- The overall impact on performance;
- Planned structural changes.
- The Committee will also ensure that there is a fair and consistent approach to the approval of requests across the Trust.

## The employees role in the process

All requests under this policy must be made in the first instance in writing to their Headteacher who will then liaise with Executive Director over the approval process. The application should include an explanation of what impact, if any, the employee believes agreeing to the request will have on the academy/Trust and how, in the employee's opinion, any such impact might be accommodated. For applications of flexible retirement the employee must also specify either the revised contractual salary or working hours.

Each request will be considered on an individual basis, and decisions made on the specific merits of each case. There will be no automatic consent.

## Applications on Compassionate Grounds

Compassionate grounds can cover a variety of situations and a written application outlining the case should be submitted to the Headteacher. Evidence is expected to be submitted supporting the application & the Trust reserves the right to seek additional information or evidence should it feel necessary.

## Dispute Resolution Procedure

Any complaints relating to a decision made by the Pay Committee, on behalf of the Blessed Edward Bamber Catholic Multi Academy Trust, within the LGPS should be initially dealt with by a Trust's Appeal Committee. Further dispute resolution may be sought, after the determination of the Appeals Panel, via the LGPS Administration Team and finally the Pension Ombudsman

LGPS Administration Team  
Your Pension Service  
PO Box 100  
County Hall  
Preston  
PR1 0LD

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Pension Ombudsman  
Pensions Ombudsman Service  
11 Belgrave Road  
London  
SW1V 1RB

### Declaration

It is understood that the above discretions are applicable to all eligible members of the Scheme. A copy of the scheme employer's policy decisions should be sent to Your Pension Service within one month of the date the policy is revised.

Any change to the discretions exercised under the LGPS Regulations can take immediate effect from the date the Scheme employer agrees the change.

Any change to the discretions exercised under the Discretionary Compensation Regulations 2000, the Discretionary Compensation Regulations 2006 or the Injury Allowances Regulations 2011 cannot take effect until one month after the date the Scheme employer publishes a statement of its amended policy.

The policies made above:

- i. Must have regard to the extent to which the exercise of the discretions could lead to a serious loss of confidence in the public service;
- ii. Will not be used for any ulterior motive;
- iii. Will be exercised reasonably;
- iv. Will only be used when there is a real and substantial future benefit to the employer for incurring the extra costs that may arise;
- v. Will be duly recorded when applied.

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