

THE SHROPSHIRE GATEWAY EDUCATIONAL TRUST
LGPS Discretions Policy

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1.0 Introduction

Under Local Government Pension Scheme regulations all employers who participate in the scheme must have a discretions policy. The policy must be published and kept under review. A copy must be sent to the pension fund administrator as should any amendments.

There are a number of discretions under the current and past versions of the regulations which apply to different groups of members depending upon when their membership of the scheme commenced.

2.0 Principles

The Shropshire Gateway Educational Trust has sought to ensure that its discretionary powers will be exercised reasonably and that they:

- will be exercised in the public interest;
- will not be used for an ulterior motive;
- will be used with regard to all relevant factors (costs to the Academy will be balanced against benefit for the Academy);
- will only be used where there is a real and substantial benefit to the Academy in return for incurring extra costs;
- will only be used having considered the views of the scheme Actuary;
- and
- will be recorded when used.

In support of its deliberations regarding requests made on compassionate grounds, the Academy will take into account all relevant factors and require whatever information, documentation and supporting evidence it considers appropriate.

The discretionary powers will be exercised having regard to the extent to which the exercise of any policy discretion would lead to a serious loss of confidence in the public service.

The policy statements do not limit or fetter how the Trust exercises any of the discretions afforded by the pension scheme.

3.0 Roles and Responsibilities

3.1 The Board of Directors

The Board of Directors has overall responsibility for the implementation and monitoring of the LGPS Discretionary Policy within the Shropshire Gateway Educational Trust. It has responsibility for ensuring that it does not discriminate on any grounds, including but not limited to: age, ethnicity/national origin, culture, religion, gender, disability or sexual orientation

3.2 The Headteacher

The Headteacher of each school has responsibility for the day-to-day implementation and management of the LGPS Discretionary Policy at each school.

3.3 Staff

Staff members enrolled on the LGPS will be responsible for following the LGPS Discretionary Policy.

4.0 Discretions to be exercised on and after 1 April 2014 under the LGPS Regulations 2013 in relation to active scheme members and members who cease active membership after 31 March 2014

<p>Whether, at full cost to the Trust, to grant extra annual pension of up to £7194 (figure at 1 April 2020¹) to an active scheme member or, within 6 months of leaving, to a member who is dismissed by reason of redundancy or business efficiency or whose employment is terminated by mutual consent on the grounds of business efficiency.</p>	<p>The Trust will not make use of the discretion to grant extra annual pension of up to £7194 (figure at 1 April 20) to an active scheme member or, within 6 months of leaving, to a member who is dismissed by reason of redundancy or business efficiency or whose employment is terminated by mutual consent on the grounds of business efficiency except in exceptional circumstances where the Board of Directors considers it is in its financial or operational interests to do so. Each case will be considered on the merits of the financial and / or operational business case put forward.</p>
<p>Whether, where an active scheme member wishes to purchase extra annual pension of up to £7194 (figure at 1 April 20²) by making Additional Pension Contributions (APCs), the Trust will voluntarily contribute towards the cost of purchasing that extra pension via a Shared Cost Additional Pension Contribution (SCAPC).</p>	<p>The Trust will only consider voluntarily contributing towards the cost of purchasing extra pension via a Shared Cost Additional Pension Contribution (SCAPC) where:</p> <ul style="list-style-type: none"> • an active scheme member returns from a period of authorised leave of absence, and • the member does not, within 30 days of returning from the leave of

¹ The figure of £6,500 that applied at April 2014 is increased each April (starting April 2015) under the Pension (Increase) Act 1971 (as if it were a pension with a PI date of 1 April 2013).

² The figure of £6,500 that applied at April 2014 is increased each April (starting April 2015) under the Pension (Increase) Act 1971 (as if it were a pension with a PI date of 1 April 2013).

	<p>absence, make an election to buy-back the amount of pension 'lost' during that period of leave of absence, and</p> <ul style="list-style-type: none"> • the member subsequently makes an election to do so whilst an active member, and • it can be demonstrated that the reason for the member missing the original 30 day deadline was because the member had not been made aware of that deadline, and • the election is made no more than 3 months after the member returns from the period of leave of absence or such longer period as the Trust may deem reasonable in any individual case. <p>A decision on whether the member meets the above criteria (and on whether the 3 month period referred to should be extended in any individual case) will be taken by the Board of Directors and, where it is agreed that the conditions are met, the Trust will be required to contribute 2/3rds of the cost of buying back the 'lost' pension via a SCAPC.</p>
<p>Whether to permit flexible retirement for staff aged 55³ or over who, with the agreement of the Trust, reduce their working hours or grade and, if so, as part of the agreement:</p>	<p>The Trust will not agree to flexible retirement except in circumstances where the Trust considers it is in its financial or operational interests to do so. Each case will:</p> <ul style="list-style-type: none"> • be considered on the merits of the financial and / or operational business case put forward, • set out whether, in addition to any pre 1 April 2008 benefits, the

³ Age 50 for those LGPS members transferred from the Learning and Skills Council to whom regulation 16A of the LGPS (Benefits, Membership and Contributions) Regulations 2007 applies. Such members only need the employer's permission to reduce their working hours or grade but, if that permission is given, do not require their employer's permission to draw their benefits (as such members have the automatic right to take the benefits by virtue of regulation 18A of the LGPS (Benefits, Membership and Contributions) Regulations 2007 and regulation 24 of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014).

	<p>member will be permitted, as part of the flexible retirement agreement, to take all, some or none of their 1 April 2008 to 31 March 2014 benefits, and /or all, some or none of their post 31 March 2014 benefits, and</p> <ul style="list-style-type: none"> • require the approval of the Board of Directors.
<p>Whether, as the 85 year rule does not (other than on flexible retirement – see 3 above) <u>automatically</u> apply to members who would otherwise be subject to it and who choose to voluntarily draw their benefits on or after age 55 and before age 60, to apply the 85 year rule to such voluntary retirements.</p>	<p>The Trust will not agree to apply the 85 year rule where members choose to voluntarily draw their benefits on or after age 55 and before age 60 except in circumstances where the Trust considers it is in its financial or operational interests to do so. Each case:</p> <ul style="list-style-type: none"> • will be considered on the merits of the financial and / or operational business case put forward, and • will require the approval of the Board of Directors.
<p>For:</p> <p>i) active members voluntarily retiring on or after age 55⁴ and before Normal Pension Age who elect under regulation 30(5) of the LGPS Regulations 2013 to immediately draw benefits, and</p> <p>ii) deferred members and suspended Tier 3 ill health pensioners who elect under regulation 30(5) of the LGPS Regulations 2013 to draw benefits (other than on ill health grounds) on or after age 55⁵ and before Normal Pension Age</p> <p>who:</p>	<p>Where members choose to voluntarily draw their benefits on or after age 55 and before Normal Pension Age the Trust will not agree to waive in whole or in part any actuarial reduction that would otherwise be applied to their benefits except in circumstances where the Trust considers it is in its financial or operational interests to do so or there are compelling compassionate reasons for doing so.</p> <p>Cases will be considered on their merits</p>

⁴ Age 50, by virtue of regulation 24 of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, for those LGPS members transferred from the Learning and Skills Council to whom regulation 16A of the LGPS (Benefits, Membership and Contributions) Regulations 2007 applies and those civil servants transferred to the Environment Agency to whom regulation 15 of the LGPS (Transitional Provisions) Regulations 2008 applies.

⁵ Age 50, by virtue of regulation 24 of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, for those LGPS members transferred from the Learning and Skills Council to whom regulation 16A of the LGPS (Benefits, Membership and Contributions) Regulations 2007 applies and who are electing for early payment of a deferred benefit (but not if they are electing for early payment of a suspended Tier 3 ill health pension) and those civil servants transferred to the Environment Agency to whom regulation 15 of the LGPS (Transitional Provisions) Regulations 2008 applies and who are electing for early payment of a deferred benefit or early payment of a suspended Tier 3 ill health pension.

<p>were <u>not</u> members of the LGPS before 1 October 2006 [Group 4 members], whether to:</p> <ul style="list-style-type: none"> • waive on compassionate grounds, any actuarial reduction that would otherwise be applied to benefits, if any, accrued before 1 April <u>2014</u>, and / or • waive, in whole or in part (on any grounds), any actuarial reduction that would otherwise be applied to benefits accrued after 31 March <u>2014</u> <p>were members of the LGPS before 1 October 2006 and <u>will</u> be 60 or more on 31 March 2016 [Group 1 members], whether to:</p> <ul style="list-style-type: none"> • waive on compassionate grounds, any actuarial reduction that would otherwise be applied to benefits accrued before 1 April <u>2016</u>, and / or • waive, in whole or in part (on any grounds), any actuarial reduction that would otherwise be applied to benefits accrued after 31 March <u>2016</u> <p>were members of the LGPS before 1 October 2006 and will <u>not</u> be 60 or more on 31 March 2016 and will <u>not</u> attain age 60 between 1 April 2016 and 31 March 2020 [Group 3 members], whether to:</p> <ul style="list-style-type: none"> • waive on compassionate grounds, any actuarial reduction that would otherwise be applied to benefits accrued before 1 April <u>2014</u>, and / or • waive, in whole or in part (on any grounds), any actuarial reduction that would otherwise be applied to benefits accrued after 31 March <u>2014</u> <p>were members of the LGPS before 1 October 2006 and will <u>not</u> be 60 or more on 31 March 2016 but <u>will</u> attain age 60 between 1 April 2016 and 31 March 2020 [Group 2 members], whether to:</p> <ul style="list-style-type: none"> • waive on compassionate grounds, any actuarial reduction that would otherwise be applied to benefits accrued before 1 April <u>2020</u>, and / or • waive, in whole or in part (on any grounds), any actuarial reduction that would otherwise be applied to benefits accrued after 31 March <u>2020</u> 	<p>and will require the approval of The Board of Directors.</p>
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<p>Whether, how much, and in what circumstances to contribute to a shared-cost Additional Voluntary Contribution (SCAVC) arrangement entered into on or after 1 April 2014 and whether, how much, and in what circumstances to continue to contribute to any shared cost Additional Voluntary Contribution (SCAVC) arrangement entered into before 1 April 2014.</p>	<p>The Trust will not enter into a shared cost AVC arrangement other than in exceptional circumstances in which case the decision to contribute, and the amount of the contribution, will be subject to the approval of the Board of Directors, or where the scheme member enters into a SCAVC salary sacrifice arrangement⁶.</p>
<p>Whether to extend the 12 month time limit within which a scheme member who has a deferred LGPS benefit in England or Wales following the cessation of an employment (or cessation of a concurrent employment) after 31 March 2014 may elect not to have the deferred benefits aggregated with their new LGPS employment (or ongoing concurrent LGPS employment) if the member has not made an election to retain separate benefits within 12 months of commencing membership of the LGPS in the new employment (or within 12 months of ceasing the concurrent membership).</p>	<p>The Trust will only extend the 12 month time limit within which a scheme member who has a deferred LGPS benefit in England or Wales following the cessation of an employment (or cessation of a concurrent employment) after 31 March 2014 may elect not to have the deferred benefits aggregated with their new LGPS employment (or ongoing concurrent LGPS employment):</p> <ul style="list-style-type: none"> a) where the Trust agrees that the available evidence indicates the member had not been informed of the 12 month time limit due to maladministration; b) where the Trust agrees that the available evidence indicates the member had made an election within 12 months of joining the LGPS but the election was not received by the Pension Fund administering authority (e.g. the election form was lost in the post); or c) where the member has pre 1 April 2014 membership and the Trust agrees the available evidence indicates that, due to maladministration, the member had not been informed of the

⁶ See the article on SCAVCs in Circular 244 at http://www.local.gov.uk/c/document_library/get_file?uuid=f5665e21-e865-4f54-ad18-81f7e5df57bd&groupId=10180

	<p>implications of having benefits aggregated and would, in consequence, suffer a detriment to their pension benefits (for example, where member’s whole-time equivalent pensionable pay on commencing with the Trust is, in real terms after allowing for inflation, significantly less than the whole-time equivalent pensionable pay upon which the deferred benefits were calculated).</p>
<p>Whether, with the agreement of the Pension Fund administering authority, to permit a Scheme member to elect to transfer other pension rights into the LGPS if he / she has not made such an election within 12 months of joining the LGPS.</p>	<p>The Trust will only extend the 12 month time limit within which a scheme member must make an election to transfer other pension rights into the LGPS after joining the LGPS:</p> <ul style="list-style-type: none"> • where the member asked for transfer investigations to be commenced within 12 months of joining the LGPS but a quotation of what the transfer value will purchase in the LGPS has not been provided to the member within 11 months of joining the LGPS. The time limit for such a member to make a formal election to transfer pension rights into the LGPS will be extended to one month beyond the date of the letter issued by the Pension Fund administering authority notifying the Scheme member of the benefits the transfer will buy in the LGPS; • where the available evidence indicates the member made an election within 12 months of joining the LGPS, but the election was not received by the Pension Fund administering authority (e.g. the election form was lost in

	<p>the post);</p> <ul style="list-style-type: none"> • where the available evidence indicates the member had not been informed of the 12 month time limit due to maladministration.
<p>How the pension contribution band/rate to which an employee is to be allocated will be determined on joining the Scheme and at each subsequent April, and the circumstances in which the employer will, in addition to the review each April, review the pension contribution band/rate to which an employee has been allocated consequent upon a material change which affects the member’s pensionable pay in the course of a Scheme year (1 April to 31 March).</p>	<p>The Trust will reallocate members to a new contribution rate each 1 April</p>
<p>Whether or not, when calculating assumed pensionable pay when a member is:</p> <ul style="list-style-type: none"> • on reduced contractual pay or no pay on due to sickness or injury, or • absent during ordinary maternity, paternity or adoption leave or paid shared parental leave, or during paid additional maternity or adoption leave (other than any part of that leave where the pensionable pay received is greater than the assumed pensionable pay for that part of the leave period), or • absent on reserve forces service leave, or • retires with a Tier 1 or Tier 2 ill health pension, or • dies in service <p>to include in the calculation the amount of any ‘regular lump sum payment’ received by the member in the 12 months preceding the date the absence began or the ill health retirement or death occurred.</p>	<p>The Trust will not, other than in exceptional circumstances, include in the calculation any ‘regular lump sum payments’ in which case the decision to include the ‘regular lump sum payment’ will be subject to the approval of the Board of Directors.</p>

5.0 Discretions to be exercised under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006

<p>Whether to base a redundancy payment on an employee’s actual weeks’ pay where this exceeds the statutory week’s pay limit of, currently, £538 per week (as at 6 April 2020).</p>	<p>Any redundancy payment will be calculated on an employee’s actual week’s pay and not limited to the statutory weeks’ pay limit where pay exceeds that limit.</p>
<p>Whether to make a termination payment (inclusive of any redundancy payment) of up to a maximum of 104 weeks’ pay to employees whose employment is terminated on the grounds of redundancy or efficiency of the service.</p>	<p>The Trust will not make a termination payment (inclusive of any redundancy payment) of up to a maximum of 104 weeks’ pay to employees whose employment is terminated on the grounds of redundancy or efficiency of the service.</p>

6.0 Discretions to be exercised under the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011

<p>Whether to award an injury allowance in respect of an employee who sustains an injury or contracts a disease as a result of anything he / she was required to do in performing the duties of their job and in consequence of which he / she:</p> <ul style="list-style-type: none"> • suffers a reduction remuneration, or • ceases to be employed as a result of an incapacity which is likely to be permanent and which was caused by the injury or disease, or • dies leaving a surviving spouse, civil partner or dependant. 	<p>The Trust will not, other than in exceptional circumstances, make an award of an injury allowance in respect of an employee who sustains an injury or contracts a disease as a result of anything he / she was required to do in performing the duties of their job.</p>
<p>How to calculate an injury allowance award in respect of an employee who sustains an injury or contracts a disease as a result of anything he / she was required to do in performing the duties of their job and in consequence of which he / she suffers a reduction remuneration.</p> <p>Notes:</p> <p>The employee’s remuneration is treated as reduced at any time when it is lower than it would have been but for the injury or disease.</p> <p>The amount of the allowance is to be of such amount as the employer may from time to time determine but must not in any year exceed the shortfall between the person’s remuneration in the employment and the remuneration he / she would have been paid if he / she had not sustained the injury or contracted the disease.</p> <p>The allowance must cease when the reduction in remuneration ceases to apply.</p> <p>In determining the amount of the allowance, the employer is to have regard to all the circumstances of the case including, but not limited to:</p>	<p>In the event of an award, The Trust will follow the notes opposite to calculate an injury allowance. Each case will be considered on its specific circumstances and will be subject to the approval of the Board of Directors.</p>

<ul style="list-style-type: none"> the degree of injury sustained or the severity of the disease contracted as assessed by an Independent Registered Medical Practitioner, and <p>the level of any of the following which the person may receive</p> <ul style="list-style-type: none"> social security benefits any benefit or compensation under a statutory right pension benefits damages recovered and any sum received by virtue of a contract of insurance <p>The employer might also wish to take account of the degree of contributory negligence on the part of the employee, if any.</p> <p>Where the employee had sustained an injury, the employer must not take into account:</p> <ul style="list-style-type: none"> any benefit payable periodically which the person was entitled to be paid before the injury was sustained any right which accrued before the injury was sustained any damages or sum received by virtue of such a right. <p>Before making a decision over entitlement to, or the amount of, any award the employer must obtain a certificate from an Independent Registered Medical Practitioner qualified in occupational health medicine⁷ as to whether, in his / her opinion, the person sustained the injury or contracted the disease in the course of carrying out his / her work.</p>	
<p>How to calculate an injury allowance award in respect of an employee who sustains an injury or</p>	<p>In the event of an award, The Trust will follow the notes opposite to calculate an injury allowance. Each case will be</p>

⁷ Qualified in occupational health medicine means an IRMP who is registered with the General Medical Council and who holds a diploma in occupational health medicine (D Occ Med) or an equivalent qualification issued by a competent authority in an EEA state; and for the purposes of this definition, "competent authority" has the meaning given by section 55(1) of the Medical Act 1983; or is an Associate, a Member or a Fellow of the Faculty of Occupational Medicine or an equivalent institution of an EEA State.

contracts a disease as a result of anything he / she was required to do in performing the duties of their job and who ceases to be employed as a result of an incapacity which is likely to be permanent and which was caused by the injury or disease.

Notes:

The amount of the allowance is to be of such amount as the employer may from time to time determine but must not exceed 85% of the person’s annual rate of remuneration at the date of cessation of employment.

The employer can suspend or discontinue the allowance if the person secures gainful employment i.e. paid employment for not less than 30 hours in each week for a period of not less than 12 months.

In determining the amount of the allowance, the employer is to have regard to all the circumstances of the case including, but not limited to:

- the degree of injury sustained or the severity of the disease contracted as assessed by an Independent Registered Medical Practitioner, and
- the level of any of the following which the person may receive
 - social security benefits
 - any benefit or compensation under a statutory right
 - pension benefits
 - damages recovered and any sum received by virtue of a contract of insurance

The employer might also wish to take account of the degree of contributory negligence on the part of the employee, if any.

- Where the employee had sustained an injury, the employer must not take into account:

considered on its specific circumstances and will be subject to the approval of the Board of Directors.

<ul style="list-style-type: none"> • any benefit payable periodically which the person was entitled to be paid before the injury was sustained • any right which accrued before the injury was sustained • any damages or sum received by virtue of such a right. <p>Before making a decision over entitlement to, or the amount of, any award the employer must obtain a certificate from an Independent Registered Medical Practitioner qualified in occupational health medicine⁸ as to whether, in his / her opinion, the person sustained the injury or contracted the disease in the course of carrying out his / her work and had ceased to be employed as a result of an incapacity which is likely to be permanent and was caused by the injury or disease.</p>	
<p>How to calculate an injury allowance or lump sum award for a surviving spouse, civil partner, nominated cohabiting partner or dependant of an employee who sustains an injury or contracts a disease as a result of anything he / she was required to do in performing the duties of their job and as a result of which he / she dies.</p> <p>Notes:</p> <p>The amount of the allowance or lump sum is to be of such amount as the employer may from time to time determine.</p> <p>In determining the amount of the allowance or lump sum, the employer is to have regard to all the circumstances of the case including, but not limited to, the level of any of the following which the person may receive:</p> <ul style="list-style-type: none"> • social security benefits • any benefit or compensation under a 	<p>In the event of an award, The Trust will follow the notes opposite to calculate an injury allowance. Each case will be considered on its specific circumstances and will be subject to the approval of the Board of Directors.</p>

⁸ Qualified in occupational health medicine means an IRMP who is registered with the General Medical Council and who holds a diploma in occupational health medicine (D Occ Med) or an equivalent qualification issued by a competent authority in an EEA state; and for the purposes of this definition, "competent authority" has the meaning given by section 55(1) of the Medical Act 1983; or is an Associate, a Member or a Fellow of the Faculty of Occupational Medicine or an equivalent institution of an EEA State.



<p>statutory right</p> <ul style="list-style-type: none">• pension benefits• damages recovered and any sum received by virtue of a contract of insurance <p>The employer might also wish to take account of the degree of contributory negligence on the part of the deceased employee, if any.</p>	
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Appendix v - Equality impact assessment screening form

Section one: screening for impact				
Name of policy		LGPS dicretions		
Project lead completing assessment:		G Bradley		
Position:		Trust Business Manager		
1. What is the main purpose of the strategy/project/policy?				
To set out clear Trust policy				
2. Who will be the main stakeholders/users of the policy? Please consider the impact of the policy on the different groups of stakeholder /users.				
Members of LGPS				
3. Use the table to show:				
<ul style="list-style-type: none"> ■ Where you think that the policy could have a negative impact on any of the equality strands, that is, it could disadvantage them – if no impact please note the evidence for this. ■ Where you think that the strategy/project/policy could have a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relationships within equality characteristics. 				
	Positive impact	Negative impact	No impact	Reason and evidence (provide details of specific groups affected even for no impact)
Age	x			
Disability	x			
Gender	x			

Gender identity	x			
Sexual orientation	x			
Race	x			
Religion or belief	x			
4. If you have indicated there is a negative impact on any group, is that impact:				
Legal? (not discriminatory under anti-discriminatory legislation)		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Intended?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Level of impact?		High <input type="checkbox"/>	Low <input type="checkbox"/>	
If the negative impact is possibly discriminatory and not intended and/or of high impact you must complete a full equality impact assessment. If not, complete the rest of section one below.				
5. Could you minimise or remove any negative impact that is of low significance? Could you add any additional action to have a positive impact rather than no impact?				
6. If there is no evidence that the strategy, project or policy promotes equality, equal opportunities or improved relations – could it be adapted so that it does? If so, explain how.				
7. Please list the outcome following this equality impact assessment (this could be no changes, some changes, further work needed around particular groups or cease development of the policy).				
Signed: G Bradley			Date: January 2021	