hebridean housing partnership

Retirement Policy

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RETIREMENT POLICY

INTRODUCTION

1.1 Hebridean Housing Partnership does not operate any compulsory or contractual retirement age. Instead, we operate a policy under which employees may elect to retire at a time of their choosing. Entitlement to an occupation pension will, however, only be available in line with the criteria of our pension scheme.

1.2 Hebridean Housing Partnership (HHP) as a scheduled body in the Local Government Pension Scheme is required to have a statement of its Early Retirement Policy, under the provisions of the Local Government (Discretionary Payments and Injury Benefits) Regulations 1998. The requirements for Early Retirement, Flexible Retirement and/or Voluntary Severance which enable employees to retire early from the employment of the Partnership, should it be in the Partnership's best interests are included in this policy.

1.3 References to these Regulations to employment with a Local Government Pension Scheme employer do not include employment by virtue of which a person is entitled to participate in benefits provided under regulations made under Section 9 of the 1972 Act (Teachers Superannuation).

EQUALITIES STATEMENT

2.1 In applying this policy, we will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic. An Equality Impact Assessment is used for all policies and procedures.

RETIREMENT

3.1 An employee who decides to retire should provide written notice to their Line Manager in accordance with the terms of their contract of employment. Upon receipt of this notice the HR Department will arrange to meet with the employee to discuss preparation for retirement and, where relevant, occupational pension provision.

3.2 Employees may, however, notify us up to three years before the time they intend to retire of their intentions, and are encouraged to do so. This early notification will allow the employer to offer the employee certain pre-retirement options and benefits (see below). Employees who indicate an intention to retire in the future will not be held to any such statement of intention until such time as they have given formal notice (as required by their contracts) to terminate their employment.

3.3 We will normally offer an employee within two years of retirement the option to reduce their hours of work, to enable the employee to adjust gradually to full retirement. What is offered will depend on the extent to which it is feasible for us to offer reduced hours, which in turn will depend on the nature of the employee's job and operational requirements at the time.

3.4 Our occupational pension scheme allows employees to draw a pension at any time after age 60, but if the benefit is drawn before age 60, there will be a proportionate reduction in the amount payable. Details are available on request from the Director of Finance & Corporate Services.

3.5 An employee can retire at any time after they reach the age of 60 by giving appropriate notice. The employee does not need permission. Retirement between the age of 55 and 60 is possible with the permission of the Partnership.

3.6 When considering retirement options employees should seek advice from an independent advisor to ensure they fully understand their pension entitlement and the potential impact some options in this policy may have on their pension.

EARLY RETIREMENT STATEMENT

4.1 We recognise that in some circumstances it may be in the interests of the organisation for employees to be allowed to retire earlier than the normal retirement age if they so wish.

4.2 We have an obligation to treat employees with care and respect. This is important when an employee's circumstances are difficult through no fault of their own or as a result of our actions as an employer.

4.3 We have a duty to avoid damaging current or future ability to deliver efficient services. The loss of skills and experience as well as short and long term financial liabilities must be assessed. A balanced and effective workforce is a priority.

4.4 This scheme may allow early retirement, or flexible retirement, in cases which meet the following criteria:

a) ensure the most efficient use of human resources;

b) assist in the regulation of the numbers employed;

c) assist in the retention of employees and the maintenance of a balanced workforce;

d) assist in the provision of improved services;

e) exceptionally on compassionate grounds; or

f) where an employee wants to retire, or flexibly retire, and there is no disadvantage to the Partnership in allowing it.

4.5 Where the Partnership have agreed to meet all the costs of each early retirement, there are potentially two costs to be considered:

a) cost to the Pension Fund to reimburse the strain on the Funds; and

b) cost to the Partnership of added years, augmentation or lump sum compensation payment. The cost of added years will be met over the lifetime of the employee and any pension of a dependent.

4.6 Our policy is that it will not normally exercise its discretion to award added years to employees seeking early retirement on the grounds of redundancy/business efficiency. Only in cases where there are exceptional circumstances as determined by the Chief Executive on the recommendation of the relevant Director and approved by the Board will any added years be considered.

ADMINISTRATION

5.1 The Chief Executive will consider cases submitted by the relevant Director for early retirement on the grounds of redundancy and interests of the efficiency of the service for all employees of the Partnership.

5.2 There is a right of appeal to the Board against the Chief Executive's decision to refuse support to a request for early retirement on the grounds of redundancy and interests of the efficiency of the services.

5.3 The Board will determine all requests recommended by the Chief Executive for early retirement on the grounds of redundancy and interest of the efficiency of the organisation.

CATEGORIES FOR EARLY RETIREMENT AND DISCRETIONARY PAYMENTS

6.1 The following categories for early retirement and discretionary payments apply:

a) Redundancy

b) Interests of the Efficiency of the Service

c) Additional Pension or Added Years

d) Flexible Retirement

e) Permanent Ill Health

Redundancy

6.2 Redundancy is defined in Section 139 of the Employment Rights Act 1996.This provides than an employee is taken to be dismissed by reasons of redundancy if:

"the dismissal is wholly or mainly attributable to:

a) The fact that his employer has ceased or intends to cease

  i) To carry on the business for the purposes of which the employee was employed by him; or

  ii) To carry on that business in the place where the employee was so employed, or

b) That the requirement of the business:

  i) For employees to carry out work of a particular kind, or

  ii) For employees to carry out work of a particular kind in the place where the employee was employed by the employer

has ceased or diminished or are expected to cease or diminish."

6.3 Any employee made redundant after 31 March 1997 will be granted maximum compensation in terms of the relevant regulations with his redundancy payments being based on actual pay.

Interests of the Efficiency of the Service

6.4 If the employee wished to be considered for retirement in the interests of the efficiency of the service, one of the following criteria listed below must be satisfied:

a) An alternative to redundancy of the individual

b) To avoid redundancy of another employee

c) To assist in service restructuring

d) To effect financial savings

e) Other justifiable circumstances that would be in the interests of the service.

6.5 Where an employee ceases employment in the interests of the efficiency of the service, compensation is at the discretion of the Board who can award full, partial or no enhancement.

6.6 The earliest age that early retirement can be granted is 55 years with the following exceptions:

a) Retirement through ill health

b) If the employee was in the scheme at 6 April 2016, the earliest retirement age is 50.

6.7 Where exceptional compassionate grounds exist, the Partnership may further determine under Regulation 30 that the actuarial reduction should not be applied. The Partnership will have to meet the cost of waiving actuarial reduction.

Additional Pension or Added Years

6.8 The Partnership has discretion to award additional pension or added years.

6.9 The Partnership may award extra years of scheme membership, up to a maximum of 10 years. In addition to this, the Partnership may grant up to £5,000 to any active member.

6.10 If granted, the Partnership will meet the full costs of the additional membership by payment of a lump sum into the pension fund.

6.11 Granting of augmentation of benefits through lump sum or added years is subject to the satisfaction of four tests:

a)

a) A financial saving, to be demonstrated through a "True Cost" calculation, including capitalised value to the pension fund compared against capitalised value of savings

b) No appropriate redeployment opportunities

c) No appropriate retraining opportunities, as demonstrated through the individuals Training Plan; and

d) Evidence of support through the Appraisal Process.

6.12 The determination of benefits is delegated to the Chief Executive in consultation with the Director of Finance & Corporate Services.

6.13 We will not normally award additional years. However in exceptional circumstances the number of years additional membership added can be considered on the individual merits of the case.

6.14 The cost to the Partnership of someone retiring early will be critically evaluated against the financial savings and/or other benefits accruing to the Partnership from retirement. The decision to award any added years will be recorded and will demonstrate that this analysis had been undertaken.

Flexible Retirement

6.15 Flexible retirement means choosing to reduce hours in a current post or choosing to apply for a lower graded post while at the same time accessing pension early.

6.16 Flexible retirement is at the discretion of the Partnership and will be informed by the needs of the organisation. Flexible retirement decisions should be justifiable as beneficial to service delivery. This could mean retaining expertise, facilitation succession planning, reducing staffing costs, or in efficiency gains. Each application will be decided on its own merits and will only be agreed if it is in our economic and/or, operational interest to do so.

6.17 Flexible retirement means that the employee is requesting immediate payment of pension and lump sum while continuing in employment with reduced hours or grade. There is increased flexibility through being able to draw all or part of occupational pension benefits without having to retire completely after attaining the age of 55. Employers consent is required to reduce hours or lower grades

6.18 However, reduction must be at least 50% of original salary. This may be achieved by reduced hours or grade or a combination of both.

6.19 Having been granted flexible retirement the employee may not subsequently apply for promotion or other change in role that would result in salary of more than 80% of original salary (taking into account cost of living increases). However, the employee may rejoin the Local Government Pension Scheme.

6.20 The pension benefits of employees may be subject to reduction as they are drawing their pension benefits prior to normal retirement date. The Partnership has the discretion to waive this reduction, at a cost to the Partnership. It is delegated to the Chief Executive in consultation with the Director of Finance & Corporate Services to determine whether the Partnership waive any reduction in benefits to a member when granted flexible retirement.

6.21 Employees aged 65 will also be able to apply for flexible retirement. If the person chooses to access pension and continue to work then he or she must reduce salary by at least 20% in the ways noted above. If the person chooses to delay accessing pension there will be no restriction placed on the salary until the pension is accessed.

6.22 It is delegated to the Chief Executive in consultation with the Director of Finance & Corporate Services to determine each case on its merits, taking into account the operational requirements and delivery of services as well as any cost to the Partnership.

6.23 Retiral on ill health can only proceed after a recommendation from our Independent Medical Adviser and approved by an appointed Independent

Medical Adviser with a relevant Occupational Health qualification. The procedure is outlined at Appendix B. Pensionable service is made up to the maximum number of applicable years for pension purposes when there is permanent ill health.

Actuarial Reduction and Rule of 85

6.24 An actuarial reduction may be applied for early payment of pension. Formerly a member whose age and membership in years combined was 85 or more was said to meet the "Rule of 85". Under the Rule of 85 members who decided to retire early and who met the requirements of the Rule could receive pension without actuarial reduction.

6.25 The Rule of 85 was removed from the scheme on 1 December 2006. However, if employees were in the Scheme before the change and would have met the Rule of 85 at retirement, the following protection is applicable;

a) If born before 31 March 1960, protection on service up to 31 March 2020;

b) If born after 31 March 1960, protection on service up to 31 March 2008.

FINANCIAL IMPLICATIONS

7.1 A Form must be completed by the Director proposing Redundancy/Retirement in the Interests of the Efficiency of the Service detailing the Total Cost/Saving to the Partnership. A copy of this Form is at Appendix A.

7.2 The details which must be provided are shown at Appendix A with the Total Cost or Saving of the proposal clearly identified. The Director must also indicate where the total cost will be covered from and where the saving will be allocated.

APPLICATION FOR EARLY RETIREMENT (OTHER THAN RETIREMENT ON THE GROUNDS OF ILL HEALTH)

8.1 In order to process a request for Early Retirement the Service Director must submit a report to the Chief Executive. The report will contain three parts.

Part 1

8.2 This will detail the name of the applicant, post, date of birth, length of service, prospective date of retirement and reason for retirement (e.g. Redundancy, Efficiency Retiral).

Part 2

8.3 This will contain the justification for the proposal including all relevant background information particularly the salary costs of the applicant's post alongside the costs of any replacement. In redundancy cases confirmation of the redundant post or significant change in hours must be clear. Details of any savings and forecasts to the Partnership must be clearly demonstrated.

8.4 The applicable criteria for early retirement must be identified e.g.

a) As an alternative to redundancy of the individual

b) To avoid redundancy of another employee

c) To assist in service restructuring

d) To effect financial savings

e) Other justifiable circumstances which would be in the interests of the Partnership

8.5 The Director must state that he has considered all alternatives to early retirement (e.g. redeployment, retraining, change in hours) and has ~~have~~ determined that there is no suitable alternative.

8.6 Whatever the proposal is being made for compensation (i.e. full added years or partial added years) must form part of the financial implications and be clearly summarised in the recommendations.

Part 3

8.7 This will be the recommendation of the Director for consideration by the Chief Executive. If approved by the Chief Executive the recommendation will be submitted to the Board for approval.

RE-EMPLOYMENT

9.1 Employees granted early retirement by the Board on voluntary severance, redundancy or efficiency grounds will not be re-employed by HHP in any capacity without the specific approval of the Chief Executive. Where an employee is re-employed any compensation payment may be reduced or suspended.

9.2 Employees who are retired on the grounds of ill health by HHP will not be re-employed by the Partnership without being medically examined and assessed as being fit to be re-employed by the Partnership's Independent Medical Adviser.

ELECTION TO JOIN PENSION SCHEME

10.1 Where a member has opted out of the Scheme on more than one occasion in order to receive Scheme funds, HHP will not consent to the employee rejoining the Scheme if this is within a period of continuous employment.

MONITORING AND REVIEW OF POLICY

11.1 The Board will review this policy every three years, in line with the Policy Review Schedule.

INTERPRETATIONS & ABBREVIATIONS

The following interpretation and abbreviations are used in this policy:

Word	Interpretation
HHP or Partnership	Hebridean Housing Partnership
Board	Means the Board of the Hebridean Housing Partnership
Board Members	All Members of the Board including co-opted Members
Employees	All members of staff who are employed by the Partnership
Officers	Staff Members of the Hebridean Housing Partnership
Directors	Director of Operations, Director of Finance & Corporate Services and Head of Executive Office
HR Department	A member of the Executive Office including the Chief Executive's Personal Assistant
Head of Executive Office	Head of Executive of Office or Executive Office Manager
All references to the masculine gender in this policy shall read as equally applicable to the feminine gender	

APPENDIX A – EARLY RETIREMENT APPLICATION FORM

NAME OF EMPLOYEE		POST	
BENEFITS TO EMPLOYEE			
FROM PENSION SCHEME			
Accrued Scheme Membership	Years		Days
Annual Pension			£
Lump Sum Retirement Grant			£
PLUS			
FROM SERVICE			
Recommended compensation	Years		Days
Annual compensation			£
Lump Sum Compensation			£
Redundancy Payment			£
FINANCIAL IMPLICATIONS TO PARTNERSHIP			
COSTS			
One Lump Sum Payment			£
PLUS			
Annual Payment due for Years			£
PLUS			
Annual payment for life with possible ongoing spouse's element (see note 3)			£
SAVINGS			
Annual Salary Saving (includes 20% on cost factor)			£
"TRUE COST" CALCULATIONS			
Capitalised value to pension fund of early payment of accrued pension rights			£
PLUS			
Capitalised value to service account of compensation			£
PLUS			
Redundancy payment			£
LESS			
Capitalised value of saving to service account			£
Therefore Total Cost/Saving to Partnership			£
(delete as appropriate)			

APPENDIX B – PROCEDURE FOR EARLY RETIREMENT: GROUNDS OF PERMANENT ILL HEALTH

INTRODUCTION

Introduction

1.1 This procedure applies to all employees.

Retirement Stages

2.1 Retiral on the grounds of ill health can only proceed after a recommendation from one of the Partnership's Independent Medical Advisers and approval by the Partnership's appointed Independent Medical Adviser with a relevant Occupational Health qualification (by completion of form Pen 490). In most cases there are a number of initial stages or appointments which take place prior to a recommendation for retiral on health grounds through a Management Referral to Occupational Health or contact with Head of Department. This procedure concentrates on the stages when a retirement is recommended. Where the medical adviser recommends redeployment, this must be pursued in the first instance.

2.2 When the Executive Office receives confirmation from the Medical Adviser that an employee is "permanently unfit" for his post the steps detailed from paragraph 2.3 to 2.9 will be applied.

2.3 The Head of Executive Office will notify the employee's line manager who will arrange to meet with the employee (and, if appropriate, an Executive Officer and Trade Union Representative) to ensure that he agrees with the Medical Adviser's recommendation.

2.4 If an employee disputes the Medical Adviser's recommendations, a further meeting will be arranged with the employee (and his representative if this is requested), his line manager and an Executive Officer to discuss other options which could include referral for a second medical opinion.

2.5 The Head of Executive Office will ensure that re-deployment to a comparable post has been investigated and determined to be not suitable/available.

2.6 The Director of Finance & Corporate Services will write to the Pension Manager, Highland Council to ensure that estimates are sent to the employee.

2.7 The Head of Executive Office will check to see if the employee has a claim against the Partnership and if so the Director of Finance & Corporate Services will contact the Partnership's insurers to notify them of early retiral.

2.8 If the employee agrees with the Medical Adviser's decision agreeing to proceed with retirement and has no queries about the pension benefits, the employee will sign a declaration and a suitable date will be given. The employee will receive pay in Lieu of notice (this will be based on statutory or contractual notice, whichever is greater).

2.9 The Personal Assistant will write to the employee to terminate formally his/her employment by means of a standard ill health retiral letter, which incorporates the employee's right of appeal against this termination of employment. A copy of this letter is sent to the Payroll Service and to the Director of the employing department for information.

STANDARD BLANK DECLARATION – RETIRMENT ON THE GROUNDS OF ILL HEALTH

DECLARATION

This is to certify:

1. That I have consulted with my employer concerning retirement on the grounds of permanent ill health.
2. That I have seen and accept the estimate of benefits payable to me under retirement on these grounds detailed below.
3. That I accept the medical evidence contained in the certificate of Doctor (insert name) dated (insert date) as submitted to me by my employer.
4. Subject to the above I agree to my retirement on the grounds of permanent ill health.

SIGNED		DATE	
NAME (Block Capitals)			
ADDRESS			
JOB TITLE			
DEPARTMENT			

To be returned to the Executive Office, Hebridean Housing Partnership, Creed Court, Gleann Seileach Business Park, Isle of Lewis only if you wish to proceed with retirement on ill health grounds.

ESTIMATE OF BENEFITS		
LUMP SUM		
ANNUAL PENSION		
PAY IN LIEU OF NOTICE		
APPLICATION APPROVED		
SIGNED		Director of Finance & Corporate Services
DATE		

APPENDIX C - PROCEDURE FOR APPLICATION FOR RETIREMENT ON THE GROUNDS OF EFFICIENCY OF SERVICE AND REDUNDANCY (INCLUDING VOLUNTARY SEVERANCE)

Introduction

1.1 Employees wishing to pursue an option of early retirement on the grounds of efficiency or redundancy should follow this procedure. It should also be noted that advice and guidance is available to employees and managers throughout this process from HR Department.

Redundancy/Efficiency

2.1 In cases of compulsory redundancy the Partnership's statutory obligations in relation to Redundancy and Re-deployment Regulations must be complied with, including examining all alternatives to redundancy. If redeployment is not possible the steps 2.2 to 2.7 below should be followed to gain the necessary approval.

2.2 Following initial discussions between the employee, his Director/Line Manager and the Personal Assistant, the employee will write to his Director expressing an interest in early retirement. If the Director wishes to consider the matter further the Personal Assistant will arrange for estimates to be prepared for the pension costs. The Director, if in agreement, will prepare an initial report providing full details of the justification (including details of savings and any restructuring implications) and recommendation regarding any compensation considered appropriate.

2.3 If the Director does not support the request he should confirm this in writing to the employee.

2.4 The estimate for the employee will be provided in a sealed envelope with a letter containing a reference that this does not commit either he or the Partnership to proceeding with early retirement, and a return slip. This will be sent by the Personal Assistant.

2.5 Having received and considered the estimates, the employee will return the slip indicating whether or not he wished to proceed with early retirement. If the employee wishes to proceed with early retirement and the Director, having considered the financial implications and the possible alternatives to early retirement wishes to proceed, he will prepare a report for the Chief Executive.

2.6 The Chief Executive, if satisfied with the report, will arrange for the report to be considered by the Board.

2.7 The Head of Executive Office will write to the employee confirming the decision, including confirmation of the termination date and requesting the employee to confirm in writing that he is leaving the Partnership's employment on a voluntary basis (this request would obviously not be made in a compulsory redundancy situation). Copies of this letter will be sent to the Personal Assistant for action.

Criteria

3.1 Early retirement on the grounds of efficiency may be acceptable to the Partnership under the following criteria, providing it also meets the wishes of the employee.

i) As an alternative to redundancy of the individual

ii) To avoid redundancy of another employee

iii) To assist in service restructuring

iv) To effect financial savings

v) Other justifiable circumstances which would be in the interests of the Partnership

The Board has the discretion to award full, partial or no enhancement to any pension benefits applicable, with each application being considered on an individual basis.

3.2 Early retirement on the grounds of redundancy may be acceptable to the Partnership under the following criteria, providing it also meets the wishes of the employee.

i) The employee's post can be deleted from the establishment

ii) In the case of a "bumped redundancy" another identified vacancy is created which is then not filled

iii) There is a significant reduction in hours

iv) There is a significant change in duties

There must normally be substantial savings to offset the costs of redundancy. All employees retiring on the grounds of redundancy are granted enhancement to any pension applicable at the discretion of the Board.

3.3 In the cases of retirement on the grounds of redundancy, the Director and employee must agree a termination date that will enable the employee to work his contractual notice. If the employee wishes an earlier termination date he must write to the Director agreeing to waive his entitlement to any pay in lieu of notice. Pay in lieu of notice will only be authorised by the Director of Finance & Corporate Services in exceptional circumstances.

3.4 In cases of retirement on efficiency grounds, the Director and employee should agree a termination date. Pay in lieu of notice is not normally applicable as the retirement is by mutual agreement.

3.5 The costs of early retirement on redundancy or efficiency grounds (including the early payment of pension benefits) are borne entirely by the relevant Service's revenue budget and are ongoing costs.

3.6 There is no right of appeal against a decision by the Board or against a decision by the Chief Executive to refuse to support a request for early retirement.

3.7 The contents of this paragraph, as detailed below, will form the basis of the consent form signed by employees who wish to apply for early retirement.

REQUEST FOR EARLY RETIREMENT

THE LOCAL GOVERNMENT PENSION SCHEME (SCOTLAND) AMENDMENT (NO2) REGULATIONS 2006

THE LOCAL GOVERNMENT PENSION SCHEME (DISCRETIONARY PAYMENTS AND INJURY BENEFITS) (SCOTLAND) REGULATIONS 1998

I *wish/*do not wish to apply for early retirement based on the estimate I have received. I understand that the figures are estimated and may vary slightly, particularly if the proposed date of retirement changes.

*please delete the option that does not apply

Signed ………………………………………………………………………………Date

Name ………………………………………………………………………………………………

Address………………………………………………………………………………………………

………………………………………………………………………………………………………

………………………………………………………………………………………………………

Payroll Number ………………………………Post……………………………………………

Once completed, this form should be returned to your Director.

APPENDIX D - PROCEDURE FOR APPLICATION FOR FLEXIBLE RETIREMENT

Introduction

1.2 Employees wishing to pursue an option of Flexible Retirement should follow this procedure. It should also be noted that advice and guidance is available to employees and managers throughout this process from the Executive Office.

Flexible Retirement

2.1 As a general principle whenever a vacancy occurs, an assessment will be made by the Chief Executive on whether the post is suitable to offer as a Flexible Retirement post and if appropriate a note will be circulated within HHP asking if any member of staff is interested in applying for the post as part of a Flexible Retirement application.

2.2 The next step in the process is for the employee to have an initial discussion with his Director/Line manager.

2.3 Following initial discussions between the employee, his Director/Line Manager and HR Department, the employee will write to his Director expressing an interest in early retirement. If the Director wishes to consider the matter further the Personal Assistant will arrange for estimates to be prepared for the pension costs. The Director, if in agreement, will prepare an initial report providing full details of the justification (including details of savings and any restructuring implications) and recommendation regarding any compensation considered appropriate.

2.4 If the Director does not support the request he should confirm this in writing to the employee.

2.5 The estimate for the employee will be provided in a sealed envelope with a letter containing a reference that this does not commit either he or the Partnership to proceeding with Flexible retirement, and a return slip. This will be sent by Director of Finance & Corporate Services

2.6 Having received and considered the estimates, the employee will return the slip indicating whether or not he wished to proceed with Flexible retirement. If the employee wishes to proceed with Flexible retirement and the Director, having considered the financial implications and the possible alternatives to Flexible retirement wishes to proceed, he will prepare a report for the Board. This report should be sent to the Director or Finance & Corporate Services.

2.7 The Director of Finance & Corporate Services, if satisfied with the report, will arrange for the report to be considered by the Chief Executive. A recommendation by the Chief Executive will be determined by the Board.

2.8 The Director of Finance & Corporate Services will write to the employee confirming the decision, including confirmation of the date Flexible retirement will commence. Copies of this letter will be sent to the Personal Assistant for action.

Criteria

3.8 The criteria for Flexible retirement is as laid out in the Policy paragraph 1.7.

3.9 The Board has the discretion to award full, partial or no enhancement to any pension benefits applicable, with each application being considered on an individual basis.

3.10 There must normally be substantial savings to offset the costs of redundancy. All employees retiring on the grounds of redundancy are granted enhancement to any pension applicable at the discretion of the Board.

3.9 The costs of flexible retirement (including the early payment of pension benefits) are borne entirely by the relevant Service's revenue budget and are ongoing costs.

3.10 There is no right of appeal against a decision by the Board or against a decision by the Chief Executive to refuse to support a request for flexible retirement.

3.11 The contents of this paragraph, as detailed below, will form the basis of the consent form signed by employees who wish to apply for flexible retirement.

REQUEST FOR FLEXIBLE RETIREMENT

THE LOCAL GOVERNMENT PENSION SCHEME (SCOTLAND) AMENDMENT (NO2) REGULATIONS 2006

THE LOCAL GOVERNMENT PENSION SCHEME (DISCRETIONARY PAYMENTS AND INJURY BENEFITS) (SCOTLAND) REGULATIONS 1998

I *wish/*do not wish to apply for Flexible retirement based on the estimate I have received. I understand that the figures are estimated and may vary slightly, particularly if the proposed date of retirement changes.

*please delete the option that does not apply

Signed …………………………………………….Date …………………………….…………

Name ………………………………………..…………………………………………………

Address…………………………………………………………………………………………

……………………………………………………………………………….…………………

…………………………………………………………………………………………………

Payroll Number ………………………….. Post ……………………………………………

Once completed, this form should be returned to your Director.