

Discretions Policy for: Aspire Learning Trust

Date: 29th September 2021

This policy confers no contractual rights. Aspire Learning Trust retains the right to change the policies at any time without prior notice or consultation. Only the policy which is current at the time a relevant event occurs to an employee/scheme member will be the one applied to that employee/member.

Discretions have been colour coded -

Compulsory - you must formulate, publish and keep under review a policy on these discretions.

Recommended - there is no requirement for you to publish a written policy on these discretions, however as these matters arise fairly frequently it would perhaps be appropriate for you to do so in order that members can be clear on your policy on these matters.

Discretions from 1.4.14. in relation to post 31.3.14. active members (excluding councillor members) and post 31.3.14. leavers (excluding councillor members)

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
Granting additional pension	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 £6,822 p.a - figure at 1 April 2018)	R31	Employer	Aspire Learning Trust will not have a general policy to grant additional pension to a member (by up to £6,822 p.a. - figure at 1 April 2018) but may consider doing so where a sound business case can be made for exercising this discretion. Each case will be considered on its individual merits.
Shared cost APCs	Whether, where an active Scheme member wishes to purchase extra annual pension of up to £6,822 (figure at 1 April 2018) by making Additional Pension Contributions (APCs), to (voluntarily) contribute towards the cost of purchasing that extra pension via a Shared Cost Additional Pension Contribution (SCAPC)	R16(2)(e) & R16(4)(d)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for entering into a Shared Cost Additional Pension Contribution arrangement. Each case will be considered on its individual merits.
	Whether to extend 30 day deadline for member to elect for a shared cost APC upon return from a period of absence from work with permission with no pensionable pay (otherwise than because of illness or injury, relevant child-related leave or reserve forces service leave)	R16(16)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for extending the 30 day deadline for a member to elect for a shared cost APC upon return from a period of absence. Each case will be considered on its individual merits.
Flexible retirement	Whether all or some benefits can be paid if an active member aged 55 or over and with at least 2 years qualifying service reduces their hours or grade (flexible retirement)	R30(6) & TP11(2)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for paying benefits early to qualifying employees. Each case will be considered on its individual merits.
	Whether to waive, in whole or in part, actuarial reduction to benefits paid on flexible retirement	R30(8)	Employer (or Admin. Authority where Employer has become defunct)	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for waiving actuarial reduction to benefits on flexible retirement. Each case will be considered on its individual merits.
	Whether to waive, in whole or in part, actuarial reduction on benefits which a member voluntarily draws before normal pension age other than on the grounds of flexible retirement (where the member only has post 31 March 2014 membership)	R30(8)	Employer (or Admin. Authority where Employer has become defunct)	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for waiving actuarial reduction to benefits when a member voluntarily draws before normal pension age. Each case will be considered on its individual merits.

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
85 Year Rule	Whether to “switch on” the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60 (other than on the grounds of flexible retirement).	TPSch 2, para, 1(2) & 1(1)(c)	Employer (or Admin. Authority where Employer has become defunct)	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for switching on the 85 year rule. Each case will be considered on its individual merits.
Waive Reduction	Whether to waive any actuarial reduction for a member voluntarily drawing benefits before normal pension age other than on the grounds of flexible retirement (where the member has both pre 1/4/14 and post 31/3/14 membership) on a) compassionate grounds (pre 1/4/14 membership) and in whole or in part on any grounds (post 31/3/14 membership) if the member was not in the Scheme before 1/10/06, b) compassionate grounds (pre 1/4/14 membership) and in whole or in part on any grounds (post 31/3/14 membership) if the member was in the Scheme before 1/10/06, will not be 60 by 31/3/16 and will not attain 60 between 1/4/16 and 31/3/20 c) compassionate grounds (pre 1/4/16 membership) and in whole or in part on any grounds (post 31/3/16 membership) if the member was in the Scheme before 1/10/06 and will be 60 by 31/3/16 d) compassionate grounds (pre 1/4/20 membership) and in whole or in part on any grounds (post 31/3/20 membership) if the member was in the Scheme before 1/10/06, will not be 60 by 31/3/16 and will attain 60 between 1/4/16 and 31/3/20	TP3(1), TPSch 2 para 2(1), B30(5) & B30A(5)	Employer (or Admin. Authority where Employer has become defunct)	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for waiving any actuarial reduction on compassionate grounds. Each case will be considered on its individual merits.
	Whether to waive, in whole or in part, actuarial reduction on benefits which a member voluntarily draws before normal pension age other than on the grounds of flexible retirement (where the member only has post 31/3/14 membership)	R30(8)	Employer (or Admin. Authority where Employer has become defunct)	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for waiving any actuarial reduction on when a member voluntarily draws before normal pension age. Each case will be considered on its individual merits.
Extend APC deadline	Whether to extend 30 day deadline for member to elect for a shared cost APC upon return from a period of absence from work with permission with no pensionable pay (otherwise than because of illness or injury, relevant child-related leave or reserve forces service leave)	R16(16)		Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for extending the 30 day deadline for a member to elect for a shared cost APC upon return from a period of absence. Each case will be considered on its individual merits.
Variable APC employer contributions	Whether, how much, and in what circumstances to contribute to a share cost APC scheme	R16(2)(e) & R16(4)(c)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for entering into a Shared Cost Additional Pension Contribution arrangement. Each case will be considered on its individual merits.

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
Shared cost AVCs	Whether, how much, and in what circumstances to contribute to shared cost AVC arrangements.	R17(1) & definition of SCAVC in RSch 1	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for entering into a Shared Cost Additional Voluntary Contribution arrangement. Each case will be considered on its individual merits.
Transferring in non LGPS pension rights	Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS	R100(6)	Employer and Admin. Authority	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for extending the normal time limit for acceptance of a transfer value beyond 12 months from joining the scheme. Each case will be considered on its individual merits.
Joining LGPS membership	Whether to extend the 12 month option period for a member to elect that post 31 March 2014 deferred benefits should not be aggregated with a new employment	R22(8)(b)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for any extension to the normal option period. Each case will be considered on its individual merits.
	Whether to extend the 12 month option period for a member to elect that post 31 March 2014 deferred benefits should not be aggregated with an ongoing concurrent employment	R22(7)(b)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for any extension to the normal option period. Each case will be considered on its individual merits.
Employee contribution	How the pension contribution band to which an employee	R9(1) & R9(3)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for changing an employees contribution band. Each case will be considered on its individual merits.
Regular lump sum payments	In determining Assumed Pensionable Pay, whether a lump sum payment made in the previous 12 months is a "regular lump sum"	R21(5)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for including a lump sum payment in the calculation to establish Assumed Pensionable Pay. Each case will be considered on its individual merits.
Pensionable Pay	Where in the Employer's opinion, the pensionable pay received in relation to an employment (adjusted to reflect any lump sum payments) in the 3 months (or 12 weeks if not paid monthly) preceding the commencement of Assumed Pensionable Pay (AP)), is materially lower than the level of pensionable pay the member would have normally received, decide whether to substitute a higher level of pensionable pay having had regard to the level of pensionable pay received by the member in the previous 12 months.	R21(5A) & R21(5B)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for using a higher level of pensionable pay from a previous period. Each case will be considered on its individual merits.
Deferred benefits	Whether to extend the 12 month option period for a member (who did not become a member of the 2014 Scheme by virtue of TP5(1)) to elect that pre 1 April 2014 deferred benefits should be aggregated with a new employment	TP10(6)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for extending the option period for aggregating deferred benefits with a new employment. Each case will be considered on its individual merits.

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
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Discretions in relation to Scheme Members (excluding Councillor Members) who ceased active membership on or after 1.4.08 and before 1.4.14. B = LGPS (Benefits, Memberships

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
Waive reduction	Whether to waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30 and B30A	B30A(5), TPSch 2, para 2(1)	Employer (or Admin. Authority where Employer has become defunct)	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for waiving the actuarial reduction on deferred benefits paid early on compassionate grounds. Each case will be considered on its individual merits.
85 year rule	Whether to switch on the 85 year rule for a pensioner member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60	TPSch 2, para1(2) & 1(1)C)		Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for switching on the 85 year rule. Each case will be considered on its individual merits.

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Discretions under the Local Government Pension Scheme Regulations 1997 (as amended) in relation to:

- a) active councillor members, and
- b) councillor members who ceased active membership on or after 1.4.98., and
- c) any other scheme members who ceased active membership on or after 1.4.98. and before 1.4.08.

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
85 year rule	Whether to switch on the 85 year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60. Note: TPSch2, para 2(2) does not reference para 1(1)(f) so there is strictly speaking no requirement to publish a policy under this regulation or R60. LGSS recognises this is a regulatory omission and the employer should publish a policy accordingly	TPSch 2, para 1(2) & 1(1)(f) & R60	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for switching on the 85 year rule. Each case will be considered on its individual merits.
Waive reduction	Waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30 and B30A	B30A(5), TPSch 2, para 2(1)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for waiving the actuarial reduction applied to deferred benefits paid early on compassionate grounds. Each case will be considered on its individual merits.

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
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Discretions under the Local Government Pension Scheme Regulations 1995 (as amended) in relation to scheme members who ceased active membership before 1.4.98.

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
Employer consent retirement	Grant an application for early payment of deferred benefits on or after age 50 on compassionate grounds. Note: although the common provisions of the 1997 Transitional provisions regulations do not specify regulation D11(2)(c), their intention was that it should apply to this regulation	D11(2)(c)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for granting an application for early payment of deferred benefits on compassionate grounds. Each case will be considered on its individual merits.

Discretions under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 (as amended)

Under Regulation 7 of the Discretionary Compensation Regulations, each authority (other than an Admitted Body) is required to formulate and keep under review a policy which applies in

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
Redundancy Pay on actual weeks pay	To base redundancy payments on an actual weeks pay where this exceeds the statutory weeks pay limit.	5	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for basing redundancy payments on actual weeks pay. Each case will be considered on its individual merits.
Lump sum compensation	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.	6	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for awarding lump sum compensation. Each case will be considered on its individual merits.

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Discretions under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2000 (as amended)

These Regulations still apply to any Compensatory Added Years previously awarded by a Scheme Employer before 1 April 2007. Scheme employers (other than admission bodies) who made

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
Abatement during re-employment	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	17	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for suspending a member's added years payment during any period of re-employment in local government. Each case will be considered on its individual merits.
Reduction following cessation of re-employment	How to reduce the member's annual compensatory added years payment following the cessation of a period of re-employment in local government	19	Employer	If a decision has been taken by Aspire Learning Trust under Regulation 17 that a member's added years payment should be reduced during a period of re-employment, a decision on how it would be reduced would be influenced by the business case presented. Each case will be considered on its individual merits.
Apportionment of survivor benefit	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	21(4)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for apportioning payments to surviving spouses or civil partners. Each case will be considered on its individual merits.
Effects of remarriage, new civil partnership or co-habitation on survivor's compensation payments	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 disapplied i.e. whether the spouse's or civil partner's annual compensatory added years payments should continue to be paid	21(7)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for disapplying the normal suspension rules where the spouse or civil partner enters into a new marriage or civil partnership or cohabitation. Each case will be considered on its individual merits.
	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	21(5)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for reinstating the payments after the end of any marriage, civil partnership or cohabitation that was covered in 21(7) above. Each case will be considered on its individual merits.

<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
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Discretions under the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011

Scheme employers (other than admission bodies) must have a policy on:

<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
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.	3(1)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for granting an injury allowance. Each case will be considered on its individual merits.
Amount of 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.	3(4) and 8	Employer	Aspire Learning Trust will not specify a fixed amount for an injury allowance. Should an injury allowance be awarded under Regulation 3(1), the value of the allowance will be determined at the same time, informed by the business case. Each case will be considered on its individual merits.
Determine whether person continues to be entitled to an injury allowance awarded under regulation 3(1) (reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job).	3(2)	Employer	Aspire Learning Trust will periodically review whether persons awarded an injury allowance continue to be entitled to the award.
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.	4(1)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for granting an injury allowance. Each case will be considered on its individual merits.
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.	4(3) and 8	Employer	Aspire Learning Trust will not specify a fixed amount for an injury allowance. Should an injury allowance be awarded under Regulation 4(1), the value of the allowance will be determined at the same time, informed by the business case. Each case will be considered on its individual merits.
Determine whether person continues to be entitled to an injury allowance awarded under regulation 4(1) (loss of employment through permanent incapacity)	4(2)	Employer	Aspire Learning Trust will periodically review whether persons awarded an injury allowance continue to be entitled to the award.
Whether to suspend or discontinue injury allowance awarded under regulation 4(1) (loss of employment through permanent incapacity) if person secures paid employment for not less than 30 hours per week for a period of not less than 12 months.	4(5)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for suspending or discontinuing payment of the injury allowance. Each case will be considered on its individual merits.
Whether to grant an injury allowance following cessation of employment with entitlement to immediate LGPS pension where a regulation 3 payment (reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job) was being made at date of cessation of employment but regulation 4 (loss of employment through permanent incapacity) does not apply.	6(1)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for granting an injury allowance. Each case will be considered on its individual merits.
Determine amount of any injury allowance to be paid under regulation 6(1) (payment of injury allowance following the cessation of employment)	6(1)	Employer	Aspire Learning Trust will not specify a fixed amount for an injury allowance. Should an injury allowance be awarded under Regulation 6(1), the value of the allowance will be determined at the same time, informed by the business case. Each case will be considered on its individual merits.

Injury Allowances

	<u>Discretion</u>	<u>Regulation</u>	<u>Exercised by</u>	<u>Policy</u>
	Determine whether and when to cease payment of an injury allowance payable under regulation 6(1) (payment of injury allowance following the cessation of employment)	6(2)	Employer	Aspire Learning Trust will periodically review whether persons awarded an injury allowance continue to be entitled to the award.
	Whether to grant an injury allowance to the spouse, civil partner, co-habiting partner or dependent of an employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job. <i>The requirement to nominate a cohabiting partner has ceased entirely under these regulations due to the outcome of Elmes v Essex CC high court judgement</i>	7(1)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made for granting an injury allowance. Each case will be considered on its individual merits.
	Determine amount of any injury allowance to be paid to the spouse, civil partner, nominated co-habiting partner (for awards made on or after 1 April 2008 the requirement to nominate a cohabiting partner has ceased due to the outcome of Elmes v Essex CC high court judgement) or dependent under regulation 7(1) (employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job).	7(2) and 8	Employer	Aspire Learning Trust will not specify a fixed amount for an injury allowance. Should an injury allowance be awarded under Regulation 7(1), the value of the allowance will be determined at the same time, informed by the business case. Each case will be considered on its individual merits.
	Determine whether and when to cease payment of an injury allowance payable under regulation 7(1) (employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job).	7(3)	Employer	Aspire Learning Trust will not have a general policy of exercising this discretion but may do so where a sound business case can be made to cease payment of an injury allowance. Each case will be considered on its individual merits.