



# Astrea Academy Trust

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# LGPS Discretions Policy

## Document Control

Name	Local Government Pension Scheme Regulations (LGPS) Discretions Policy
Written by	Director of People & Organisational Development
Internal Review	Trust Executive Board
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## SCOPE

The policy set out in this document applies to all staff employed by Astrea Academy Trust (“Astrea”) in respect of an LGPS pension.

This policy deals with the Employing Authority’s Discretions Under the following legislation:

- The Local Government Pension Scheme Regulations 2013 [Prefix R]
- The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 [Prefix TP]
- The Local Government Pension Scheme (Administration) Regulations 2008 [Prefix A]
- The Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 (as amended) [Prefix B]
- The Local Government Pension Scheme Regulations 1995 [Prefix D]
- The Local Government Pension Scheme (Transitional Provisions) Regulations 2008 [Prefix T]
- The Local Government Pension Scheme Regulations 1997 (as amended) [Prefix L]

<b>Regulation</b>	<b>Discretion</b>	<b>Employer’s Policy on the exercise of this discretion</b>
R16(2)(e)* & R16(4)(d)*	Whether, how much, and in what circumstances to contribute to a shared cost Additional Pension Contribution (APC) scheme	Astrea Academy Trust does not and does not intend to have a general policy of contributing to a shared cost APC scheme. Additional pension contribution would not normally be funded in whole or in part by Astrea Academy Trust, any such payments would only be granted in exceptional cases.
R30(6)* & TP11(2)	Whether all or some benefits can be paid if an employee reduces their hours or grade (flexible retirement)	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis and only grant where a sound business case can be made.
R30(8)*	Whether to waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis and only grant

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		where a sound business case can be made.
R30(8)*	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)	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis. It will only be approved in exceptional circumstances and if it is in Astrea Academy Trust's business interest to allow it.
TPSch 2, para 1(1) (c) and para 1 (2)*	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).	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.
TP3(1), TPSch 2, para 2(1), B30(5) and B30A(5)*	<p>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</p> <ul style="list-style-type: none"> <li data-bbox="620 1417 949 1837">a) on compassionate grounds (pre 1/4/14 membership) and/ or 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,</li> <li data-bbox="620 1843 949 2016">b) on compassionate grounds (pre 1/4/14 membership) and/ or in whole or in</li> </ul>	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.

<b>Regulation</b>	<b>Discretion</b>	<b>Employer's Policy on the exercise of this discretion</b>
	<p>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.</p> <p>c) on compassionate grounds (pre 1/4/16 membership) and/ or 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</p> <p>d) on compassionate grounds (pre 1/4/20 membership) and/ or 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 inclusive</p>	
R31*	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	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis. Any such payments

Regulation	Discretion	Employer's Policy on the exercise of this discretion
	efficiency (by up to £6,500 p.a. on 1 April 2014 - this figure is inflation proofed annually)	would only be granted in exceptional cases.

**Discretions in relation to scheme members who ceased active membership on or after 1.4.08. and before 1.4.14:**

B30(5), TPSch 2,para2(1)	Whether to waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30 (member).	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.
TPSch 2, para 1(2) & 1(1)(c)*	Whether to "switch on" the 85-year rule for a member voluntarily drawing benefits on or after age 55 and before age 60	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.
B30A(5)*TPSch 2 para 2(1)	Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30A (pensioner member with deferred benefits)	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.

**Discretions under the Local Government Pension Scheme Regulations 1997 (as amended) in relation to scheme members who ceased active membership on or after 1.4.98. and before 1.4.08:**

L31(2)*	Grant application for early payment of deferred benefits on or after age 50 and before age 55 (see Note below)	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis
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TPSch 2 para 1(2) & 1(1)(f) & R60 *	<p>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.</p> <p>Note: TP Sch 2, para 2(2) does not reference para 1(1)(f) so strictly speaking there is no requirement to publish a policy under this regulation or R60. However, we understand that this is simply a regulatory omission, and the appropriate party should publish a policy accordingly</p>	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a by case basis.
L31(5)* & TPSch 2, para 2(1) *	Waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.

**The following table applies in relation to discretions under the Local Government Pension Scheme Regulations 1995 (as amended) in relation to scheme members who ceased active membership before 1 April 1998:**

TP3(5A) (vi), TL4 & L106 (1) & D11(2)(c)*	<p>Grant application for early payment of deferred benefits on or after age 50 on compassionate grounds (See Note below)</p> <p>Although the common provisions of the 1997 Transitional provisions regulations do not specify regulation D11(2)(c), the intention was that it should apply to this regulation</p>	Astrea Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case-by-case basis.
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**Discretions under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 (as amended)**

5*	To base redundancy payments on an actual week's pay where this exceeds the statutory weeks' pay limit.	Astrea Academy Trust does not have a general policy of exercising this discretion but may do so in exceptional circumstances or where there is a sound business case for doing so.
6*	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	Astrea Academy Trust does not have a general policy of exercising this discretion but may do so in exceptional circumstances or where there is a sound business case for doing so.

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

21(4) *	How to apportion any surviving spouses or civil partner's annual compensatory added years payment where the deceased person is survived by more than one spouse or civil partner	Astrea Academy Trust will consider each case individually and on the available information
25(2)*	How it will decide to whom any children's annual compensatory added years payments are to be paid where children's pensions are not payable under the LGPS (because the employee had not joined the LGPS) and, in such a case, how the annual added years will be apportioned amongst the eligible children	Astrea Academy Trust will consider each case individually and on the available information

21(7)*	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 dis-applied i.e. whether the spouse's or civil partner's annual compensatory added years payments should continue to be paid	Astrea Academy Trust will consider each case individually and on the available information
21(5)*	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	Astrea Academy Trust will consider each case individually and, on its merits.
21(7)*	Whether, in respect of the spouse or civil partner of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries or cohabits or enters into a civil partnership on or after 1 April 1998 with another person who is also entitled to a spouse's or civil partners annual CAY payment, the normal rule requiring one of them to forego payment whilst the period of marriage, civil partnership or cohabitation lasts, should be dis-applied i.e. whether the spouses' or civil partners' annual CAY payments should continue to be paid to both of them	Astrea Academy Trust will consider each case individually and, on the information, available.
17*	To what extent to reduce or suspend the member's annual compensatory added years payment during any period of re-employment in local government	Astrea Academy Trust will consider each case individually and on its merits.
19*	How to reduce the member's annual compensatory added years payment following the cessation of a period of reemployment in local government	Astrea Academy Trust will consider each case individually and on its merits.

**Discretions under the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011. Under Regulation 14 of the Injury Allowances Regulations, each LGPS employer (other than an Admitted Body) is required to formulate, publish, and keep under review the policy that it will apply in the exercise of its discretionary powers to make any award under the Injury Allowances**

**Regulations in respect of leavers, deaths and reductions in pay that occurred post 15 January 2012.**

3(1)*	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	The Trust will consider each case individually and on its merits.
3(4) and 8*	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	The Trust will consider each case individually and, on the information, available.
3(2)*	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).	The Trust will consider each case individually and on its merits.
4(1)*	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	The Trust will consider each case individually and on its merits.
4(3) and 8*	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	The Trust will consider each case individually and on the available information.
4(2)*	Determine whether person continues to be entitled to an injury allowance awarded under regulation 4(1) (loss of employment through permanent incapacity)	The Trust will consider each case individually and on its merits.

4(5)*	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	The Trust will consider each case individually and on its merits.
6(1)*	Whether to grant an injury allowance following cessation of employment with entitlement to immediate LGPS pension where a reg 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 reg 4 (loss of employment through permanent incapacity) does not apply	The Trust will consider each case individually and on its merits.
6(1)*	Determine amount of any injury allowance to be paid under regulation 6(1) (payment of injury allowance following the cessation of employment)	The Trust will consider each case individually and on the available information.
6(2)*	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)	The Trust will consider each case individually and on its merits.
7(1)*	Whether to grant an injury allowance to the spouse, civil partner, nominated cohabiting partner (the requirement to nominate a cohabiting partner has ceased entirely under these regulations due to the outcome of the Elmes v Essex high court judgement) 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	The Trust will consider each case individually and on its merits.
7(2) and 8*	Determine amount of any injury allowance to be paid to the spouse, civil partner, nominated co-habiting partner (or dependent of an employee 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).	The Trust will consider each case individually and, on the information, available.
7(3)	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 while carrying out duties of the job)	The Trust will consider each case individually and on its merits.

