



Llywodraeth Cymru
Welsh Government

Number: WG47788

Welsh Government
Consultation Document

Consultation on Pension Entitlements for Retained Firefighters 2023

Date of issue: 14 July 2023

Action required: Responses by 06 October 2023

Mae'r ddogfen hon ar gael yn Gymraeg hefyd / This document is also available in Welsh
Rydym yn croesawu gohebiaeth a galwadau ffôn yn Gymraeg / We welcome correspondence and telephone calls in Welsh

Overview

We are consulting on amendments to firefighter pension schemes in Wales to extend access to firefighter pensions for Retained Duty System (RDS) firefighters with pre-2000 RDS service.

The consultation also sets out proposals to amend the Firefighters' Compensation Scheme (Wales) Order 2007 to ensure that the scheme fairly covers firefighters' duties covered by secondary contracts, and that compensation is calculated based on a firefighter's full service, not just service covered by a secondary contract.

How to respond

To respond to this consultation please complete the online form which can be accessed here:

<https://www.gov.wales/pension-entitlements-retained-firefighters-2023>

Alternatively, respondents may use the separate response form provided which can be sent via e-mail to fire@gov.wales or by post to the address below.

The closing date for responses is 06 October 2023.

Further information and related documents

Large print, Braille and alternative language versions of this document are available on request.

Contact details

For further information:

Fire Services Branch
Welsh Government
Rhydycar
Merthyr Tydfil
CF48 1UZ

This document is also available in Welsh: <https://www.llyw.cymru/hawliau-pensiwn-diffoddwyr-tan-y-system-ar-ddyletswydd-yn-ol-galw-yn-2023>

UK General Data Protection Regulation (UK GDPR)

The Welsh Government will be data controller for Welsh Government consultations and for any personal data you provide as part of your response to the consultation.

Welsh Ministers have statutory powers they will rely on to process this personal data which will enable them to make informed decisions about how they exercise their public functions. The lawful basis for processing information in this data collection exercise is our public task; that is, exercising our official authority to undertake the core role and functions of the Welsh Government. (Art 6(1)(e))

Any response you send us will be seen in full by Welsh Government staff dealing with the issues which this consultation is about or planning future consultations. In the case of joint consultations this may also include other public authorities. Where the Welsh Government undertakes further analysis of consultation responses then this work may be commissioned to be carried out by an accredited third party (e.g. a research organisation or a consultancy company). Any such work will only be undertaken under contract. Welsh Government's standard terms and conditions for such contracts set out strict requirements for the processing and safekeeping of personal data.

In order to show that the consultation was carried out properly, the Welsh Government intends to publish a summary of the responses to this document. We may also publish responses in full. Normally, the name and address (or part of the address) of the person or organisation who sent the response are published with the response. If you do not want your name or address published, please tell us this in writing when you send your response. We will then redact them before publishing.

You should also be aware of our responsibilities under Freedom of Information legislation and that the Welsh Government may be under a legal obligation to disclose some information.

If your details are published as part of the consultation response then these published reports will be retained indefinitely. Any of your data held otherwise by Welsh Government will be kept for no more than three years.

Your rights

Under the data protection legislation, you have the right:

- to be informed of the personal data held about you and to access it
- to require us to rectify inaccuracies in that data
- to (in certain circumstances) object to or restrict processing
- for (in certain circumstances) your data to be 'erased'
- to (in certain circumstances) data portability
- to lodge a complaint with the Information Commissioner's Office (ICO) who is our independent regulator for data protection

For further details about the information the Welsh Government holds and its use, or if you want to exercise your rights under the UK GDPR, please see contact details below:

Data Protection Officer:
Welsh Government
Cathays Park
CARDIFF
CF10 3NQ
e-mail: dataprotectionofficer@gov.wales

The contact details for the Information
Commissioner's Office are:

Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
Tel: 0303 123 1113
Website: <https://ico.org.uk/>

Contents

| | |
|---|----|
| Contents..... | |
| Part 1 - Extending Access to Firefighter Pensions for Retained Duty System | |
| Firefighters | 5 |
| Introduction | 5 |
| The O'Brien case | 6 |
| Proposals to Correct the Position | 6 |
| Details of Eligibility and Remedy Period..... | 7 |
| Proposed Remedy | 10 |
| Types of member | 11 |
| Pension Benefits Available..... | 12 |
| Contributions | 15 |
| The Options Exercise | 19 |
| Other Policies | 21 |
| Part 2 - Proposed amendments to the Firefighters' Compensation Scheme (Wales) | |
| Order 2007 in Respect of Secondary Contracts..... | 24 |
| Secondary Contracts – Urban Search and Rescue (USAR) | 24 |
| Secondary Contracts – Retained Duty | 25 |
| Glossary of Terms | 28 |

Draft Consultation Document

1. This consultation covers 2 issues :

Part 1 - sets out proposals to provide access to firefighter pensions for Retained Duty System (RDS) firefighters with service between 7 April 2000 and 5 April 2006 (to include access relating to pre 2000 RDS service).

Part 2 - sets out proposals to amend the 2007 firefighters' compensation scheme to ensure that the scheme fairly covers firefighters' duties covered by certain secondary contracts, and that compensation is calculated based on a firefighter's full service, not just service covered by a secondary contract.

Part 1 - Extending Access to Firefighter Pensions for Retained Duty System Firefighters

Introduction

2. Over half of all firefighters in Wales are not employed full time in that role. Rather, they work the retained duty system, or "RDS", under which they are called upon to respond to incidents as needed from home or from their place of primary employment. Most RDS firefighters are paid only for the time spent attending incidents and discharging other duties like training, plus a modest annual retaining fee, although those employed by South Wales Fire and Rescue Authority earn a set salary instead.

3. For many years, RDS firefighters had no access to an occupational pension scheme. This did not change when the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000¹ (the '2000 Regulations') were introduced, which prohibit treating part-time workers less favourably than full-time workers "engaged in the same or broadly similar work". Employers held the view that the work of RDS firefighters was not sufficiently comparable to that of wholetime firefighters, and that they were thus not entitled to the same access to occupational pensions.

4. That view was overturned by the 2006 case of Matthews v Kent and Medway Towns Fire Authority, in which the Employment Tribunal determined that the work of RDS and wholetime firefighters was sufficiently similar to meet the test of comparability in the 2000 Regulations². It followed that denying RDS firefighters

¹ 2000 No.1551

² The Employment Tribunal made its determination after the case was remitted back to it by the House of Lords, see [2006] UKHL 8

access to a similar occupational pension scheme as their wholetime equivalents amounted to unlawful less favourable treatment.

5. As a result, the Firefighters' Pension Scheme (Wales) Amendment Order 2014³ created a "modified scheme" for RDS firefighters, within the then-current 2007 Scheme. RDS firefighters were permitted to join that scheme retrospectively by paying the pension contributions which would have been due had the unlawful treatment identified in the Matthews case not occurred. Fire and Rescue Authorities ("FRAs") were required by the modified scheme to conduct an "options exercise" under which each affected RDS firefighter could choose how much (if any) of their past service they wished to buy back in this way, from 1 July 2000 onwards. This date was chosen to reflect the coming into force of the 2000 Regulations, although it is now accepted that the date chosen should in fact have been 7 April 2000.

6. Despite being included in the 2007 Scheme, the modified scheme resembles the 1992 Scheme in most respects. This was to ensure parity of treatment with wholetime firefighters from 2000 onwards. It was included in the 2007 Scheme because the 1992 Scheme was closed to new members on 5 April 2006. After that, retained firefighters (whether already employed or new recruits) were eligible to join the 2007 Scheme, just as wholetime firefighters were.

The O'Brien case

7. A similar 2000 cut off was applied to the pensionability of past service of other part-time workers, and their rights to buy it back. It was in turn subject to challenge in O'Brien v Ministry of Justice⁴, in which a part-time judge in service on 7 April 2000 argued that the full extent of his service should be pensionable, not just that after that date. The case was decided in his favour by the Court of Justice of the European Union (on reference from the Supreme Court) in 2018.

8. It follows that the 1 July 2000 cut-off in the modified scheme is also unlawful. Continuous service by an RDS firefighter employed on or after 7 April 2000 is potentially pensionable, and such firefighters have, and should have had, the right to purchase that service retrospectively by paying the appropriate contributions.

Proposals to Correct the Position

9. The 2014 "modified scheme" made provision for RDS firefighters to retrospectively purchase pension from 1 July 2000 onwards and required FRAs to conduct an options exercise with eligible firefighters for this purpose. We propose to extend those provisions to cover pre-1 July 2000 RDS service and to require FRAs to undertake a further exercise providing eligible individuals with the relevant options and to put in place, the necessary administrative arrangements to process pension contribution and benefit payments.

³ 2014 No.3254 (W.330). The 2007 Scheme, as amended by the 2014 Order, is contained in the Firefighters' Pension Scheme (Wales) Order 2007 (2007 No.1072 (W.110))

⁴ CJEU Case C-432/17. The Supreme Court reference to the CJEU is [2017] UKSC 46.

10. This approach is consistent with the Memorandum of Understanding (MoU) agreed between the Fire Brigades Union, the Fire and Rescue Services Association, the Local Government Association and the Home Office on 9 March 2022. Although the Welsh Government was not involved in the MoU, we believe its provisions are fair, and have used them as the basis for our proposals for RDS firefighter pensions in Wales.

11. Our proposals are set out in more detail below.

A. Details of Eligibility and Remedy Period

12. There are two categories of retained firefighters who would be eligible for the remedy proposed in this consultation. Where a firefighter in either category has died, any person who would be entitled to receive a survivor's pension (normally a spouse, partner or dependent child of the deceased) would equally be eligible for the remedy we propose (see paragraphs 27-34 for further details).

Category 1 – Individuals whose RDS firefighter service straddles the operative date of 7 April 2000. We propose that they would be entitled to purchase all of their continuous RDS service, with the sole exception of any service already purchased as part of the first options exercise.

***Example 1:** Firefighter A joined the Service as a retained firefighter on 1 May 1985, and left in 2002. As part of the first options exercise, he chose not to purchase any past service as he had only 2 years pensionable service under that exercise (from 2000 to 2002) which yielded only a negligible pension. He will now be entitled to purchase some or all of his 1985-2002 service.*

***Example 2:** Firefighter B joined the service on 1 January 1995 as a retained firefighter and is still employed in that capacity. As part of the first options exercise, she chose to purchase all of her service from 1 July 2000 onwards. She will now be entitled to purchase some or all of her service from 1 January 1995 to 30 June 2000 too.*

Category 2 - RDS firefighters whose service does not straddle the operative date of 7 April 2000, but who have not yet received the full opportunity to purchase past service to which they are entitled. This includes individuals who should have been entitled to participate in the first options exercise but were not given that opportunity. It also includes those who were employed as an RDS firefighter between 7 April 2000 and the previous cut-off date of 30 June 2000. As noted above, that date was incorrect; even if such individuals did participate in the first options exercise, they would not have had the opportunity to purchase all their past service.

***Example 3:** Firefighter C joined the Service as a retained firefighter on 1 December 2000 and left on the same date in 2010. He was overlooked by the first options exercise and thus made no choice. He will now be entitled to purchase some or all of his service from 1 December 2000 until 30 November 2010.*

Example 4: *Firefighter D joined the Service as a retained firefighter on 1 May 2000 and is still employed in that role. In the first options exercise, she purchased all of her past service from the then earliest date allowed of 1 July 2000. She will now be entitled to purchase some or all of her service from 1 May to 30 June 2000.*

13. Conversely, there are several categories of individuals who we propose should not be eligible for this remedy:

- a. Those who retired or otherwise left the Service on or before 6 April 2000;
- b. Those who joined the Service on or after 6 April 2006. Such firefighters have instead always been entitled to join the 2007 Scheme or the 2015 Scheme; and
- c. Those who joined the Service on or after 1 July 2000 but before 6 April 2006, and who participated in the first options exercise, or were given the opportunity to participate but did not do so. Such firefighters have already had the opportunity to purchase all of their possible pensionable service.

14. We propose that FRAs should be required to identify the retained firefighters they believe were given an opportunity to take part in the first options exercise, and therefore whether a person is excluded by virtue of c) above. Our draft Order provides that a firefighter will be deemed to have participated, or been given the opportunity to participate, if the relevant FRA has complied with rules 5A(4), 5A(13) and 6C(4) (as relevant) of Part 11, Schedule 1 of SI 2007/1072. An FRA will be deemed to have complied if :

- i. it can produce a file copy of the relevant letter which was sent to the individual concerned at their home address; or
- ii. it can establish that it: maintained an electronic mail merge system to manage the sending of the relevant letters; that the relevant individual's name and address was on that system; and that it maintained templates setting out the required content of each relevant letter;
- iii. In relation to points i) and ii) where an individual RDS firefighter had consented in writing to communication by email, references to 'letters' include emails and references to 'most recently notified home address' include most recently notified email address.

15. An RDS firefighter determined not to be eligible by the FRA on the grounds that she or he had been informed as part of the first options exercise, would be able to challenge this decision through the 2007 Scheme's dispute resolution procedures.

16. We intend that an eligible individual will be entitled to purchase pension for uninterrupted service in the modified scheme up to 31 March 2022, either through the amendments proposed in this consultation or through age discrimination remedy regulations made under the Public Service Pensions and Judicial Offices Act 2022 (the 2022 Act) (see paragraphs 82-85). Work is still being undertaken to clarify the precise mechanism that will apply for service during the period 1 April 2015 to 31 March 2022 and whether and how we need to make provision for this in legislation.

17. In summary, the entitlements of the various categories set out above are as follows:

| Joining date | Leaving date | Purchase entitlements |
|---|---------------------------|---|
| Any | On or before 6 April 2000 | None |
| On or before 6 April 2000 | On or after 7 April 2000 | All continuous service, covering : <ul style="list-style-type: none"> • RDS service prior to 7 April 2000. • RDS service between 7 April 2000 and 5 April 2006. RDS service between 6 April 2006-31 March 2022. Except any service already purchased in the first options exercise. |
| On or after 7 April 2000, and wholly or partly excluded from first exercise | Any | All continuous service covering: <ul style="list-style-type: none"> • All RDS service between 7 April 2000 and 5 April 2006 inclusive • All uninterrupted RDS service 6 April 2006-31 March 2022. Except any service already purchased in the first options exercise. |
| On or after 6 April 2006 | Any | None |

Consultation question 1

Do you agree with the eligibility criteria set out at paragraphs 12-17.

Consultation Question 2

Do you agree that the proposed arrangements should include the option to purchase uninterrupted RDS service in the modified scheme between 31 March 2015 and 31 March 2022, irrespective of whether that is provided for through these provisions or separate regulations made under the PSPJO Act 2022 ?

B. Proposed Remedy

Assumptions about Historic Pay and Service Data

18. The first options exercise provided individuals with the opportunity to purchase their historic retained service back to 1 July 2000. Any retrospective purchase like this depends on how much pensionable pay each individual earned during the period. This is especially so for RDS firefighters, whose earnings can vary significantly between each other and over time based on the number of incidents they respond to. However, historic payroll records may not always be available. To address this, during the first options exercise, FRAs could determine pay based on:

- the relevant employee and pay records that it held;
- any relevant documentation (such as pay slips, bank statements or P60s) provided by the employee where the FRA does not hold historic pay records;
OR
- recent pay data and/or turnout rates for retained firefighters at the specific fire stations that each eligible member was located in, in order to determine average pay rates.

19. The new options exercise would provide eligible individuals with the opportunity to purchase historic service from before 1 July 2000. This raises further complications with regard to the availability of employee records. To resolve this, we propose the following :

- For service from 1 July 2000 onwards, FRAs would be able to rely on the same factors used during the first options exercise (as set out above).
- For service prior to 1 July 2000, FRAs would apply the following assumptions/principles:

Service

- The FRA must determine service based on the records that it holds (e.g., payroll or HR records, or other evidence such as official dated group photographs of watches or crews).
- Where the FRA is not able to determine the period of the person's service from their records, the person may provide the authority with relevant documentation (e.g., pay slip, P60 or contract of employment).
- If the FRA does not hold records of that person's service for that period, and the person cannot provide the necessary documents, the FRA may determine the person does not have service during that period, meaning there is no entitlement to join the modified scheme or purchase service in respect of that period.

Pay

- FRAs would use the same data as in the first options exercise for pay on or after 1 July 2000.
- For cases with service before July 2000, FRAs would use the data that they have on record.
- Where the FRA is not able to determine the pay from their records, the person may provide the authority with any relevant documentation that she or he holds (e.g., pay slip, P60 or bank statements).
- In the absence of pay data for pre-July 2000 membership, FRAs can assume that the retained firefighter earns 25% of the pay of a whole-time firefighter. This proportion has been informed by analysis of data collected by one FRA in Wales. The data shows latest retained and whole-time equivalent pay at the end of the individuals' retained service from 2000 to present. It would be important that this 25% assumption only be used for periods where no records exist so that a member does not receive a lower or higher pension than they are entitled to.

Grade

- In the absence of evidence to the contrary, we propose that FRAs should assume that the individual was a competent firefighter for the purposes of estimating pensionable pay.

Consultation question 3

Do you agree with the assumption that we have proposed for historic service, pay and grade?

Types of member

20. The information set out below refers to different categories of special members. A description of the special members referred to, is included in the Glossary of Terms at the end of this consultation.

Pension Benefits Available

21. The pensions benefits available, for the most part, would be those already provided for in the modified scheme. Those include:

- a uniform accrual rate of 1/45th
- a normal pension age of 55 years
- a deferred pension age of 60 years
- the ability for eligible members to convert existing standard service in the 2007 Scheme or service in the 1992 Scheme to the proposed new pension arrangements (see paragraphs 35-44 below)
- ill-health pension arrangements in accordance with the terms of the 2007 Scheme (see paragraphs 22-26 below for further details)
- a retrospective death grant of 2.5 times pensionable pay in respect of those who would have been eligible to be members if they had not died between 7 April 2000 and 6 April 2006.

Retrospective ill-health awards

22. It is proposed that the policy on retrospective ill-health awards would be the same as it was during the first options exercise. Any former retained firefighter eligible to join the modified scheme and who was medically retired (with no pension entitlement) before 6 April 2006 would be entitled to retrospectively receive the appropriate ill health pension. This would be calculated in accordance with the standard 2007 scheme provisions and based on their special pensionable service up to the point of medical retirement.

23. Entitlement would be subject to certification by an Independent Qualified Medical Practitioner that a person was permanently incapable of performing the duties of a firefighter at the date they left the service, and that the permanent disablement had continued to the date of the medical assessment. Where entitlement is confirmed, the ill-health pension would become payable from the date the member left the service or retired. All retrospective ill-health pension payments owed to the member would be backdated and paid to the member as a lump sum with interest added.

24. For firefighters who joined the modified scheme as part of the first options exercise and have received a retrospective ill-health pension based on their pensionable service from 1 July 2000, the new options exercise will provide further opportunity to purchase pre-July 2000 service. Any such service would be reflected in their retrospective ill-health award and recalculated from the point that they left employment.

25. FRAs would be required to refer any cases to the scheme actuary to calculate the adjusted ill-health pension, and the rectification payment for any ill-health pension paid to the member to date.

26. The member would be required to pay all historic contributions and interest.

Survivor Benefits

27. The survivors of any RDS firefighter who met the criteria set out in paragraphs 12-17 above but that died in the period 7 April 2000-5 April 2006 will be entitled to the death grant benefits set out below. Such survivors would not need to pay the contributions that a member would have paid to become entitled to the benefits set out. Instead, the benefit entitlement proposed is based on the value of benefits that a survivor could have received if the deceased firefighter had been a member of the modified scheme under the full terms now being offered, minus any contribution that she or he would have owed.

- Special Death Grant

28. As part of the first options exercise, any firefighters who would have had an option to join the modified scheme but died during the period 1 July 2000 to 5 April 2006 were given a special death grant of 2.5 times their pensionable pay at the time of death – payable to the surviving spouse.

29. As part of the new options exercise, this provision would be extended to include firefighters who would have been entitled to join during the first options exercise but died during the period 7 April 2000 to 30 June 2000 inclusive.

30. The scheme would also provide an additional top up to the special death grant in respect of a firefighter's pre-7 April 2000 service. The special death grant will provide eligible survivors with a single lump sum payment equal to 0.1 times the deceased member's pensionable pay for each full qualifying year of service that the deceased member had, prior to 7 April 2000.

31. In summary, the policy is:

- anyone who died between the 7 April 2000 and 5 April 2006 with no pre-7 April 2000 service will receive a special death grant of 2.5 times their pensionable pay at the time of the death;
- anyone who died between the 7 April 2000 and 5 April 2006 with pre-7 April 2000 service will receive a special death grant of 2.5 times their pensionable pay at the time of the death; and
- anyone in receipt of a special death grant will receive an additional top up to the special death grant in relation to their pre-7 April 2000 service.

- **Additional death grant**

32. It is expected that there will be individuals who will have joined the modified scheme as part of the first options exercise and purchased their past service to 1 July 2000 and have died prior to the implementation of the new options exercise.

33. Members who joined the modified scheme as part of the first options exercise and who have pre-July 2000 service but have subsequently died would have been able to purchase pre-July 2000 service under this new options exercise. We intend to provide that eligible survivors will receive an additional death grant in relation to such members' pre-July 2000 service.

34. The additional death grant will provide eligible survivors with a single lump sum payment equal to 0.1 times the deceased member's pensionable pay for each full qualifying year of service that the deceased member had prior to 1 July 2000.

Conversion

- **Converting standard service in the 2007 Scheme to special modified service - connected special members, special pensioner members and special deferred members**

35. Any firefighter who joins the modified scheme as part of the new options exercise as a connected special member, a special pensioner member or special deferred members would be able to convert standard membership accrued in the 2007 Scheme (which they would be entitled to treat as special service) to special service.

36. Anybody who joins the modified scheme as a special pensioner member or special deferred member as part of the new options exercise may be able to convert standard membership accrued in the 2007 Scheme (which they would be entitled to treat as special service) to special service.

- **Converting special modified service to standard service in the 2007 Scheme – connected special members**

37. Any firefighter who joined the standard 2007 Scheme from 6 April 2006, and who is also eligible to join the modified scheme as a connected special member, may be able to convert their special membership to their standard membership.

- **Transferring accrued 1992 Scheme service into the modified scheme – connected special members**

38. Any firefighter eligible to join the modified scheme as a connected special member and who currently has accrued uninterrupted service in the 1992 Scheme (in the form of a deferred pension) may be eligible to transfer this service into the modified scheme. The transfer would be undertaken under the terms of the Public Sector Transfer Club. Any election by a member to transfer this service would need

to be made to the employing FRA within one year of receiving notice of details of the costs of purchasing their past service pension rights.

39. The modified scheme's pensionable service cap of 30/45ths of a member's average pensionable pay would still apply even if the total of a member's special pensionable service exceeded 30 years at retirement. The modified scheme does not provide for special deferred or special pensioner members to transfer in accrued service from the 1992 Scheme.

- **Conversion decisions made during the First Options Exercise**

40. During the first options exercise, some members who joined the modified scheme had the option to convert any uninterrupted standard 2007 Scheme service (where they joined the standard 2007 Scheme) to special service; or vice versa.

41. Those members who elected to join and purchase their service in the modified scheme may now purchase further service from before 1 July 2000. This further option could have a material impact on the 'conversion' decisions that the member made/did not make during the first options exercise.

42. We are proposing that all members who joined the modified scheme during the first options exercise and who have pre-July 2000 service will be able to revisit the conversion decisions that they made. Where the member elected to convert their special service to standard service, they will be able to undo that election. Where they did not elect to convert their special service to standard service, they will now be able to make that decision as part of the new options exercise.

43. Additionally, where the member elected to convert their standard service to special service, they will be able to undo that election. Where they did not elect to convert their standard service to special service, they will be able to make that decision as part of the new options exercise.

44. The Welsh Government is still considering the detail of how this policy will be achieved in practice. As such, the draft Order does not cover this policy.

Contributions

Employee Contributions

45. The contributions payable during the new options exercise for purchasing historic service in the modified scheme would be the same rate as those that were paid by members who joined as part of the first options exercise (see paragraph 68 below in respect of interest to be applied).

- **Special Pensioner Member Contributions**

46. Those individuals who join the modified scheme as a special pensioner member will be required to pay the cost of historic contributions by means of lump

sum. The requirement applies to both pre and post 1 July 2000 service. The lump sum would have to be paid to the employing FRA within six months of electing to join the modified scheme and before the pension comes into payment.

47. Special pensioner members would have the option of deducting the cost of their past service rights from any commuted lump sum, or a lump sum payable in relation to the retrospective ill-health award (a commuted lump sum is the lump sum members can choose to receive in exchange for giving up part of their annual pension payable from retirement). Under this option, the employing FRA would deduct the past service costs from the commutation lump sum, and would pay the net lump sum to the member. There would be no need for the member to actually make a payment to the FRA.

48. If the value of the commuted lump sum is not sufficient to pay the full balance of historic contributions, an individual would be required to pay any outstanding balance within six months and before becoming entitled to receive payment of their pension to which those contributions related.

49. Where a member had elected this option and the lump sum had not been received by the FRA before the expiration of this six-month period, the election to join the modified scheme would lapse.

- Special Firefighter Member and Connected Special Firefighter Member Contributions

50. Those firefighters who join the modified scheme as a connected special member would have the option of paying the historic contributions by means of a lump sum payment or periodic contributions.

Lump Sum

51. A member who elects to pay by lump sum would have six months from the date of electing to join the modified scheme to pay the lump sum. Where a member had elected this option and the lump sum had not been received by the FRA before the expiration of this six-month period, the election to join the modified scheme would lapse. These arrangements apply to both pre and post 1 July 2000 service.

Periodic Contributions

52. For post 1 July 2000 service, special firefighter members and connected special firefighter members would either have a period of 10 years or until they retire, whichever is shorter, to pay the historic contributions (in relation to post-30 June 2000 service) by means of periodic contributions which would include interest. This is consistent with the first options exercise.

53. However, the new options exercise may involve members paying historic contributions in respect of a longer period – potentially going back to 1960s and 1970s, when compared to the period of service individuals were purchasing during the first options exercise (which was a maximum of 15 years' service). As such,

having a spreading period of only 10 years may act as an impediment to taking up their entitlement to join the modified scheme. Therefore, those who join the modified scheme as part of the new options exercise as a special firefighter member or a connected special firefighter member would be able to pay in instalments over a period of 10 years plus half the length of the pre-1 July 2000 service that they have opted to purchase.

54. Upon retiring, any outstanding balance could be paid from a member's commuted lump sum or from another source if a member so elects. The balance would need to be paid within three months.

55. If the special firefighter member or connected special firefighter member were to opt out, cancel the periodic contributions, or not pay the balance due, then a member would receive a prorated service credit for the service purchased during the extended limited period (described in the Glossary of Terms). They would become entitled to a deferred pension in the modified scheme. There would be no ability for a member to restart the periodical payment of contributions later.

Example 5 : Firefighter E joined the service in 1995 and is still employed as an RDS firefighter. As part of the new options exercise, firefighter E chooses to pay contributions for the whole of their service between 1995 and 2015. Firefighter E will be able to spread the pay back of periodic contributions as follows :-

- *Contributions for 15 years' service between July 2000 and March 2015 Service to be spread over 10 years.*
- *Contributions for 5 years' service between 1995 and 2000 to be spread over 12.5years (10 years plus half of the 5-year service prior to 2000).*

Firefighter E will be able to make periodic contributions calculated on this basis. If firefighter E retires after paying periodic contributions for 5 years, they will be able to pay any remaining contributions owed out of their commuted lump sum.

56. If the special firefighter member or connected special firefighter member died during the spreading period and before becoming entitled to receive payment of the special pension, then their special pensionable service would be credited with the full amount of service that they elected to purchase.

57. If a special firefighter member or connected special firefighter member commenced ill-health retirement during the spreading period, then they would have the option to pay any outstanding amount for the past service they elected to purchase by lump sum. If they were to choose not to pay an outstanding balance, then the past service credit would be prorated to reflect the past service contributions actually paid.

- Special Deferred Member

58. We propose that those individuals who join the modified scheme as a special deferred member would have the option to pay historic contributions by means of

lump sum or by making periodic contributions in the same way as special firefighter members.

Lump Sum

59. Contributions made by lump sum would need to be paid within six months from the date of electing to pay for service during the extended limited period by lump sum. Where a member had elected this option and the lump sum had not been received by the FRA before the expiration of this six-month period, the election to join the modified scheme would lapse.

Periodic Payments

60. The proposed approach is consistent with that of the approach for special firefighter members. That is special deferred members would either have a period of 10 years or until they reach the age at which they become entitled to their deferred pension, whichever is shorter, to pay the historic contributions (in relation to post-30 June 2000 service) by means of periodic contributions which would include interest. This is consistent with the first options exercise. For pre-1 July 2000 service, special deferred members instalments may be spread over a period of 10 years plus half the length of the pre-1 July 2000 service that they have opted to purchase.

61. Any outstanding balance at the date the member becomes entitled to the deferred pension, could be paid from a member's commuted lump sum or from another source if a member so elects. The balance should be paid within three months.

62. If a special deferred member were to opt out, cancel the periodic contributions, or not pay the balance due, then a member would receive a prorated service credit for the service purchased during the extended limited period. There would be no ability for a member to restart the periodical payment of contributions later.

Consultation question 4

How far do you agree with our proposal to spread periodic contributions for post 2000 service over 10 years and for pre-2000 by 10 years plus half the length of pre-2000 service that they have opted to purchase?

Adjustments for loss of tax relief on employee contributions

63. Individuals who join the modified scheme as part of the new options exercise would be entitled to tax relief on their historic employee contributions. It is expected many of those members, for example retired special members, would not be able to seek this from HMRC via established processes (PAYE or self-assessment).

64. To avoid any tax relief complications from implementing the new options exercise, those members who are not eligible for tax relief through established processes would be compensated. This would be done by reducing the costs of purchasing their past service in the modified scheme to reflect an assumed tax relief entitlement for each member.

65. For these purposes, it would be assumed that all members who join the modified scheme as part of the new options exercise would be standard 20% marginal taxpayers. However, where a member provides robust evidence to show that they were a higher marginal rate taxpayer during the period that they were employed as a retained firefighter then this would be factored into the calculation accordingly.

66. To be eligible for this deduction, a member must provide a statement to the FRA that they would not claim tax relief in respect of the mandatory special period pension contributions. This is to ensure that a person does not receive tax relief twice.

Employer Contributions

67. The implementation of the new options exercise is likely to create a scheme deficit as members purchase past service rights for which no employer contributions have been paid. The extent of this deficit will be established in actuarial valuations of the Firefighters' Pension Schemes. Any scheme deficit will be recovered by adjusting the employer contribution rates (assuming repayment of the deficit over a period of 15 years from the implementation date). Employer pensions cost pressures are being considered as part of wider funding agreements.

Interest

68. Interest would be applicable on contributions owed by a member to the scheme and pension owed by the scheme to a member. The interest rates would apply to the new options exercise in the same way as they applied to members who joined the modified scheme during the first options exercise.

C. The Options Exercise

69. Under our proposals, FRAs would be required to undertake a new options exercise to give all those eligible an opportunity to join the modified scheme. As with the first options exercise, the draft Order sets out an indicative timetable to support FRAs to effectively undertake the new options exercise over an 18 month period. The draft Order also states however that, where it is not reasonably practicable for the FRA or individual to comply with this timetable, the requirement is to do so as soon as reasonably practicable, subject to the general rule that elections to take part in the new options exercise must be within 18 months of the enabling legislation coming into force.

70. The indicative timetable sets out the following:

- FRAs would be required to use reasonable endeavours to notify all persons eligible to join the modified scheme within three months of the enabling legislation coming into force. It would be the FRAs that employed the eligible person between 7 April 2000 and 5 April 2006 inclusive that would be expected to provide the notification.
- Eligible persons would indicate their interest in joining the scheme by applying to the relevant FRA for a statement of service accompanied by certain information. This information would confirm their details of service during the extended limited period, and other relevant information such as any service purchased as part of the first options exercise (if applicable). This would take place within six months of receiving notification from the FRA.
- Eligible members who were not notified by their FRA will have nine months from the date that the legislation comes into force to declare their initial interest in joining the scheme by applying for a statement of service, accompanied by certain information. As above, this information would set out their details of service during the extended limited period, and other relevant information.
- FRAs would write to each eligible person who indicated an initial interest in joining the modified scheme within three months of the date of receiving their application. FRAs would set out the amount of special service that eligible individuals have entitlement to purchase during the extended limited period and the associated costs of purchasing those past service rights.
- The eligible person would confirm to the appropriate FRA, within six months of receiving this information, that they wish to take up membership of the scheme and pay the required historic contributions. They would also be required to elect the date that they wish their service in the modified scheme to begin (the start date of the 'mandatory special period').

71. The new options exercise would need to be completed within 18 months of the enabling legislation coming into force, and the draft Order provides elections to purchase special service after this date will not have effect, subject to the exceptional circumstances explained below.

72. However, provision is made for some flexibility which allows an individual who was not identified prior to the expiration of the 18-month deadline to elect to purchase special service after the closure of the new options exercise. This flexibility will apply only in exceptional cases where, despite the FRA using reasonable endeavours to notify eligible individuals, the FRA did not notify the individual in question of their entitlement to join the modified scheme during the 18-month options exercise period (for example, because the FRA was not aware of an individual's entitlement). It will not apply to cases where an individual has been notified by the relevant FRA, but they did not respond in good time.

Consultation question 5

Do you agree that the new options exercise should be completed within 18 months (with flexibility included to go beyond that in exceptional cases as described in paragraph 72).

D. Other Policies

Aggregation issue

73. The Welsh Government remains committed to delivering the legislation needed to implement the new options exercise by the end of 2023. However, new claims have been received with regards to individuals who have periods of service as a retained firefighter and a regular firefighter seeking an ability to aggregate these periods of service under the individual's membership of the 1992 Firefighters' Pensions Scheme. The Welsh Government is currently considering its response to these claims.

Guaranteed Minimum Pensions

74. The provision of further remedy for those with pre-1 July 2000 service has given rise to a complex technical issue that requires dealing with Guaranteed Minimum Pensions (GMPs) where any eligible retained firefighter elects to purchase past service from between 6 April 1978 and 5 April 1997.

75. Occupational pension schemes that contracted out of the State Second Pension (S2P) between 6 April 1978 and 5 April 1997 had to ensure that a GMP was provided by the scheme for members at State Pension Age. Members of 'contracted out' occupational pension schemes pay lower National Insurance Contributions (NICs) than those contracted into the S2P as the GMP liability rests with the individual pension scheme, rather than the S2P.

76. The modified scheme is currently contracted out of the S2P back to 1 July 2000 which means that retained firefighters, who joined the scheme as part of the first options exercise, were able to claim back a refund of the higher NICs that they had originally paid. However, their S2P will be adjusted to reflect the lower NICs that they actually paid.

77. The new options exercise will mean that there will be some retained firefighters that will elect to purchase past service during the GMP period i.e., between 6 April 1978 and 5 April 1997. However, unwinding GMPs for everyone is no longer possible.

78. We propose to leave the contracted-out status of the modified scheme unchanged. Claims from individuals that they have suffered financial detriment as a result of not being contracted out of the S2P for the pre-July 2000 period will be considered on a case-by-case basis. This is consistent with the approach proposed by the Home Office for firefighters employed by FRAs in England.

Tax

79. Annual Allowance (AA) tax charges – there will be eligible individuals who join the modified scheme as part of the new options exercise who will be able to purchase large periods of historic service in the modified scheme by means of a single lump sum. This will require individuals to pay the employee contributions that they would have been required to pay had they been in the scheme during the period that they choose to purchase.

80. This may lead individuals to breach their AA for tax-relieved pension accrual. Purchasing all their historic service by means of a single lump sum will mean that the individual will be effectively accruing their full pension entitlement in a single tax year. If this pension growth in the year of purchase exceeds the individual's AA, the individual may become subject to an annual allowance tax charge.

81. There is some mitigation whereby individuals can carry forward any unused AA from previous tax years where they are a member of a UK registered pension scheme or a qualifying overseas pension scheme.

Individuals entitled to join the modified scheme as part of the new options exercise and who are eligible for the recently proposed age discrimination remedy

82. In December 2018, the Court of Appeal found transitional protection to be discriminatory against younger members in the McCloud/Sargeant cases. The courts required that this unlawful discrimination be remedied by the government, and the government accepted that this applied across all of the main public service pension schemes.

83. The Public Service Pensions and Judicial Offices Act 2022, which received Royal Assent in March 2022, provides the legislative framework for implementing changes in public service pension schemes to remedy the discrimination identified by the McCloud/Sargeant judgment. There are three broad elements of the remedy package:

- a. Transferring all remaining members of legacy schemes into the 2015 Scheme on 1 April 2022. This has already been done, under the Firefighters' Pension Scheme (Wales) (Amendment) Regulations 2022.
- b. Reverting affected members into their legacy schemes for the remedy period, and dealing with the consequences of that; and
- c. Establishing the mechanisms by which affected members can choose, at the point of retirement (or immediately, if they have already retired), the scheme which applies to their service during the remedy period and providing for the consequences of such choices.

84. We [consulted on detailed proposals](#) for both b and c between 31 March and 23 June 2023 and are currently analysing the responses that we received.

85. Individuals entitled to remedy as part of this new options exercise will also be entitled to age discrimination remedy (for the remedy period 1 April 2015 to 31 March 2022) within regulations being prepared under the 2022 Act, if they meet the required criteria which is that they were employed as an RDS firefighter from 31 March 2012 to 1 April 2015 inclusive, or had a break of service of less than 5 years covering one or both of those dates. Work is still being undertaken to clarify the precise mechanism that will apply for service during the period 1 April 2015 to 31 March 2022 and whether and how we need to make provision for this in legislation.

Part 2 - Proposed amendments to the Firefighters' Compensation Scheme (Wales) Order 2007 in Respect of Secondary Contracts

86. Under current firefighters' pension scheme provisions, all firefighters' pension scheme members are entitled to ill health pensions if they are permanently unfit for work as a result of injury or illness. Benefits are also available to eligible survivors should they die. In addition, firefighters may also be eligible for separate benefits under the Firefighters' Compensation Scheme (Wales) Order 2007 ("2007 Compensation Scheme"), should they suffer a qualifying injury or are killed whilst on duty, calculations of which are based on a percentage of average pensionable pay.

87. The Compensation Scheme covers individuals who are employed by an FRA as a regular (whether wholtime or part-time), retained or volunteer firefighter and who engage in firefighting or perform other duties (whether instead of, or in addition to, firefighting). Under the scheme, compensation is payable if an individual becomes permanently disabled as a result of a qualifying injury in the exercise of her or his duties as a firefighter.

88. It is common for firefighters to hold multiple contracts of employment with the same employer. For instance, many whole-time firefighters also hold a separate secondary contract as a retained firefighter, trainer or to undertake specialist duties such as Urban Search and Rescue ("USAR"). Under the current scheme rules, their entitlement for benefits under the 2007 Compensation Scheme, should they sustain a qualifying injury or be killed as part of their duties under the secondary contract would be based on the terms of that contract alone.

Secondary Contracts – Urban Search and Rescue (USAR)

89. Currently the FRAs in Wales which employ USAR crews, do not class USAR duties as being eligible for compensation, as the High Court judgment in the case of Booth and another v Mid and West Wales Fire and Rescue Authority⁵, held that USAR service was not pensionable as it was part of a short-term secondary contract which is concluded on a yearly basis. The Court also held that USAR duties conducted under a secondary contract were not pensionable as they were part of a separate contract of employment to undertake specialist duties, which were not part of the role of a regular firefighter. If pay for USAR duties is not pensionable, then pensionable pay for the purposes of calculating compensation payments (and thus the compensation payments themselves) would be nil. The length of service and earnings under the primary wholtime contract would be disregarded when calculating compensation scheme benefits in respect of USAR duties. Therefore, firefighters would be denied compensation solely as a result of the contractual arrangements by which they were employed. However, in the event that USAR (or any other specialist duties) had been discharged under the primary contract of employment, the individual would be eligible for full compensation benefits.

⁵ [2019] EWHC 790

90. We believe this position is unfair, and that it is wrong to make a distinction between USAR duties and those of other firefighters. USAR technicians are based at fire stations and provide an emergency response as required. They have the same terms and conditions, grade structure and uniform as other firefighters; and their work is at least as personally hazardous. Furthermore, USAR provision is a statutory emergency response duty of FRAs under the Fire and Rescue Services (Emergencies) (Wales) Order 2007⁶, and as such those providing it should be seen as firefighters. There are many other examples of roles that only some firefighters undertake, such as flood rescue, rope rescue, driving appliances or utilising extended duration breathing apparatus. Yet no-one would say that those are not part of the duties of a firefighter.

91. We therefore propose to amend the current definition of “regular firefighter” within the scheme rules to provide that the role of a firefighter should encompass all duties that discharge any of the functions of the FRA under sections 7 to 9 of the Fire and Rescue Services Act 2004. This would ensure that specialist duties such as USAR form part of the regular duties of a firefighter; and that any injury or death which occurs as a result of undertaking such duties is eligible for compensation.

Secondary Contracts – Retained Duty

92. In addition to USAR, some firefighters also hold secondary contracts to undertake retained firefighting duties, in addition to their role as a wholetime firefighter under a primary contract of employment. Most retained firefighters are paid only for the incidents that they attend, meaning that their earnings are significantly lower than their wholetime counterparts. Under current scheme provisions, should an injury occur which was solely attributable to the duties under the retained contract, injury benefits would be based on the pay and service under that contract only, and any service under their primary wholetime contract would be disregarded. This would potentially result in the individual receiving a significantly lower amount of compensation than they would have been entitled to under the primary contract of employment. For example, a regular wholetime firefighter may attend the same incident as a colleague who is responding under their secondary RDS contract. In the event that both firefighters are injured, the wholetime firefighter would be eligible for full compensation, whilst the retained firefighter would be eligible for compensation benefits based on their retained pay and service only. That would be so even if both had the same length of wholetime service with the FRA concerned.

93. This is plainly unjust. We therefore propose to rectify this by amending the definitions of “pensionable pay” and “pensionable service” within the 2007 Compensation Scheme Order to allow firefighters access to compensation scheme benefits which are calculated based on the full length of service as a firefighter, and total pay in that capacity (whether or not pensionable), under the same employer. This would ensure firefighters are entitled to compensation scheme benefits based on full service and pay and not to the length of service and pay under a secondary

⁶ 2007 no.3193 (W.280); see art.3.

contract only. It would also rectify the problem caused by payments to USAR technicians being deemed not to be pensionable at all.

94. The draft Order published with this consultation does not contain provisions for the proposals set out at paragraphs 89-93 above. It is our intention, dependent on analysis of the consultation responses received, to include these provisions in the final Order.

Consultation question 6

Question: How far do you agree that we should change the definitions of “firefighter” and of “pensionable pay” in the Compensation Scheme, to ensure that those firefighters who have second contracts are entitled to compensation on the same terms as those who do not?

The Welsh Language

95. This consultation is concerned with RDS firefighters’ entitlements to pension benefits, and with all firefighters’ rights to receive injury compensation. As such, it does not affect the provision of services through the medium of Welsh, or the ability of people to communicate in the Welsh language. We would, though, expect scheme managers to communicate with members in both Welsh and English, in line with the Fire and Rescue Authorities’ Welsh language standards. Our final Order will also be made in both Welsh and English.

Consultation question 7

We would like to know your views on the effects that the above proposals would have on the Welsh language, specifically on opportunities for people to use Welsh and on treating the Welsh language no less favourably than English. What effects do you think there would be? How could positive effects be increased, or negative effects be mitigated?

Consultation question 8

Please also explain how you believe the proposed policy could be formulated or changed so as to have positive effects or increased positive effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favourably than the English language, and no adverse effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favourably than the English language.

Other issues

96. We have asked numerous questions as part of this consultation, but it may well be that respondents wish to raise other issues too.

Consultation question 9

We have asked a number of specific questions. Do you have any other comments on our proposals or any related issues which we have not specifically addressed?

Glossary of Terms

| Term | Explanation |
|----------------------------------|--|
| 1992 Scheme | The Firefighters' Pension (Wales) Scheme as established by the Firemen's Pension Scheme Order 1992 |
| 2007 Scheme | The New Firefighters' Pension Scheme (Wales) as established by the Firefighters' Pension Scheme (Wales) Order 2007. It is sometimes known as the "New Firefighters' Pension Scheme" or "NFPS". |
| 2015 Scheme | The Firefighters' Pension Scheme (Wales) 2015 as established by the Firefighters' Pension Scheme (Wales) Regulations 2015. |
| Compensation Scheme | The Firefighters' Compensation Scheme (Wales) Order 2007 set out in the Schedule to the Firefighters' Compensation Scheme (Wales) Order 2007. |
| Additional Death Grant | Additional lump sum payment made to the survivor of a deceased member who joined the modified scheme during the first options exercise and would have been entitled to purchase pre-July 2000 service during the new options exercise but for the fact that they are deceased. |
| Age Discrimination Remedy | Changes to the pension scheme to remove the discrimination identified by the courts in McCloud/Sargeant cases. These changes will be implemented from 1 October 2023. |
| Annual Allowance (AA) | The amount an individual can save towards a pension each tax year without a tax charge applying. For Firefighters' pension schemes this is determined by the capitalised value of the increase in the accrued benefits over the tax year (that is, the growth of the pension in the tax year). The standard annual allowance since 6 April 2016 has been £40,000 and will increase to £60,000 from 6 April 2023. |
| Connected special member | Any firefighter who meets the eligibility criteria set out in paragraphs 50-57 and, at the point they make a decision under the proposed new options exercise, is an active member of the 2015 scheme. |
| Extended limited period | <p>The 'extended limited period', is the full period that an individual is entitled to purchase in the modified scheme, under the new options exercise and is described as follows:</p> <p>The period beginning on the date on which that person was first employed as a retained firefighter and ending on the earlier of—</p> <p>(a) the date, if applicable, on which that person joined this Scheme as a special member or as a standard member in respect of service which that person could otherwise reckon as special pensionable service,</p> |

| | |
|--|---|
| | <p>(b) the date, if applicable, on which that person joined the 2015 Scheme in respect of service which that person could otherwise reckon as special pensionable service,</p> <p>(c) the date, if applicable, on which that person ceased to be employed as a retained or a regular firefighter, and</p> <p>(d) [31st March 2015]</p> |
| <i>First Options Exercise</i> | The options exercise that was undertaken by FRAs between 2014-2016 to give eligible individuals the opportunity to join and purchase their historic retained service in the modified scheme. |
| <i>Ill-health retirement</i> | Retirement on the grounds that an individual is permanently unable to carry out her or his role as a firefighter for health reasons. Those who retire on this basis receive immediate access to their pension, regardless of their age. |
| <i>Mandatory special period</i> | The mandatory special period, is the period during the extended limited period, that an individual elects to purchase in the modified scheme. It starts on the day selected by the member and ends on the last day of the extended limited period. |
| <i>Modified Scheme</i> | A pension scheme for retained firefighters that was open to retained firefighters only. It is contained in the 2007 Scheme rules but resembles the 1992 Scheme in most respects. |
| <i>New Options Exercise</i> | The exercise that FRAs will undertake in 2024 and 2025 to give eligible members the opportunity to join and purchase their historic service in the modified scheme. |
| <i>Pensionable Pay</i> | The amount of pay which is taken into account in calculating pension entitlements. |
| <i>Pensionable Service</i> | The length of time (normally expressed in years) over which a scheme member accrues pension. |
| <i>Primary contract of employment</i> | A contract between an individual and employer which sets out the terms and conditions of their primary employment. |
| <i>Qualifying injury</i> | An injury received by a person without their own default in the exercise of their duties as a firefighter. |
| <i>Retained (or RDS) firefighter</i> | A part time firefighter who responds to emergency calls from home or another location within their local area, as and when required. |
| <i>Secondary contract of employment</i> | A contract (other than a primary contract of employment) under which an individual agrees to carry out additional work, |

| | |
|---------------------------------------|--|
| | for or on behalf of the Service, which is outside of the duties under the primary contract of employment. |
| Special Death Grant | A lump sum payment made to the survivors of individuals who would have been able to join the modified scheme but had died during the period 7 April 2000 and 5 April 2006 inclusive. |
| Special deferred member | Any former firefighter who meets the eligibility criteria set out in paragraphs 12-17 above : <ul style="list-style-type: none"> • who left employment on a date prior to making an election to join the modified scheme, and who is not entitled to immediate payment of their modified scheme pension on this date; or • joins as a special firefighter member and who subsequently leaves employment or opts out of the modified scheme membership before becoming entitled to payment of their special pension; |
| Special Firefighter Member | Any firefighter who meets the eligibility criteria set out in paragraphs 12-17 above who remains employed without a break in service as a retained firefighter on the date that they make an election to join the modified scheme. |
| Special pensioner member | Any former firefighter who meets the criteria set out at paragraphs 12-17 above and who had left employment on a date prior to making an election under this exercise; and meets one of the following conditions: <ul style="list-style-type: none"> • who, on joining the modified scheme, becomes entitled to the immediate payment of their pension; or • any special deferred member after they attain age 60 years; or • any special firefighter member or special deferred member who is certified as being permanently disabled prior to attaining ordinary pension age or normal benefit age, respectively; or • any special member who attains age 55 years and retires. |
| Special Service | The historic retained service that an individual purchases in the modified scheme. |
| Standard Service | Means any service in the 2007 Scheme that is not special service. |
| Urban Search and Rescue 'USAR' | Specialist rescue team trained to find and free people from collapsed buildings, confined spaces or large-scale transport incidents, and get them to safety. |

