



## PENSION ADMINISTRATION AND SCHEME EMPLOYER

## SERVICE LEVEL AGREEMENT

Approved: 19 September 2022  
Last approved: 14 January 2019



# NOTICE

This service level agreement has been produced by the Royal Borough of Windsor & Maidenhead as the Administering Authority to the Royal County of Berkshire Pension Fund.

It is an agreement between the Royal Borough and all Scheme Employers participating in the Royal County of Berkshire Pension Fund.

It is understood that the Administering Authority shall monitor the requirements of this agreement and report its findings to the Berkshire Pension Fund Panel, Pension Fund Advisory Panel and Pension Board on each occasion that they meet. The Administering Authority shall publish statistics on an annual basis as part of its annual report and accounts of the Pension Fund.

**It is hereby agreed** that each of the parties as defined in section 1.0 (DEFINITIONS) of this agreement and within the Scheme Regulations, shall abide by the requirements of this agreement.

***Please retain a copy of this agreement for your records.***

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## 1. DEFINITIONS

For the purpose of this Service Level Agreement:

**"Administering Authority"** means the Royal Borough of Windsor & Maidenhead;

**"Scheme Employer"** means a 'scheduled' or 'admitted' employer to the Royal County of Berkshire Pension Fund;

**"Scheme Administrator"** means the Pension Administration Team of the Administering Authority; and

**"i-Connect"** means a secure electronic data transfer interface operated between the Scheme Employer and the Administering Authority.

## 2. THE REGULATIONS – AFFECT ON AGREEMENT

This agreement sets out, for administrative convenience, the manner in which certain duties and responsibilities of both the Administering Authority and the Scheme Employer are expected to be carried out. It does not override any provision or requirement in the Regulations outlined below or any overriding legislation. The intentions of the Regulations in their application to members, potential members, deferred members and retired members must at all times be complied with.

The Regulations forming the basis of this agreement are as follows:

- The Local Government Pension Scheme Regulations 2013 (S.I. 2013 No. 2356) (referred to as the Scheme Regulations) and any amendments thereto;
- The Local Government Pension Scheme (Transitional Provisions, Savings & Amendment) Regulations 2014 (S.I. 2014 No. 525) (referred to as the Transitional Regulations) and any amendments thereto;

Plus

- Those saved provisions in previous Regulations that remain extant and have not been revoked.

## 3. ADMINISTRATIVE PROCEDURES – GENERAL

### 3.1. Access to Information

A Scheme Employer's section of the Royal County of Berkshire Pension Fund [website \(www.berkshirepensions.org.uk\)](http://www.berkshirepensions.org.uk) is available to assist employers in administering the LGPS on behalf of its scheme members and to ensure that employers follow certain procedures and policies as covered by the scheme regulations and guidance as issued by the Administering Authority and the Scheme Administrator.

The Administering Authority or the Scheme Administrator may, from time to time as appropriate, inform and amend the [website](http://www.berkshirepensions.org.uk) as required by changes to scheme regulations and the adaptation of procedures in order to adopt these changes and/or improve the administration of the scheme.

### 3.2. Employer Bulletins

The Scheme Administrator will issue employer bulletins (*'Inscribe'*) as required and post these to the employers' section of the [website](http://www.berkshirepensions.org.uk). These bulletins will be the method by which the Scheme Administrator will, in general, keep Scheme Employers up to date with important changes to the scheme and any issues relating to the LGPS of which the employers need to be informed. A global e-mail will be sent to all

Scheme Employer Pension Liaison Officers notifying them when a new bulletin is posted to the [website](#).

### *3.3.Pension Liaison Officer*

The Scheme Employer shall nominate a person who will be responsible for pension matters and who will act as the Administering Authority's and the Scheme Administrator's primary contact with the Scheme Employer. The name, job title and contact details of the nominated Pension Liaison Officer are shown at Appendix A of this agreement. Should the Scheme employer wish to nominate more than one Pension Liaison Officer (up to a maximum of 4) the above details in respect of each of those officers must be given at Appendix A along with a description as to each officer's specific responsibilities.

### *3.4.Responsible Officers*

Any documents and/or instructions received from the Scheme Employer by either the Administering Authority or the Scheme Administrator must be submitted by a responsible officer. Where documents are submitted in a paper format they must be signed by a signatory that is recognisable to the Administering Authority or the Scheme Administrator. Where data is submitted electronically it will be accepted by the Administering Authority or the Scheme Administrator on the understanding that the data has been submitted by a responsible officer authorised by the Scheme Employer. Only information which has been authorised by a recognised responsible officer will be actioned by the Administering Authority or the Scheme Administrator.

Any proposed change to the Pension Liaison Officer(s) must be notified to the Scheme Administrator immediately.

It is the responsibility of the Scheme Employer to ensure that details of their Pension Liaison Officer(s) are correct at all times.

### *3.5.Review and Variation of this Agreement*

From time to time, those responsible for the services set out in this agreement may wish to undertake a review of the services provided by the Scheme Employer, the Administering Authority and the Scheme Administrator. The review will be held in the form of an in person or virtual meetings of those officers responsible for the services set out in this agreement.

Following any discussion and review, any party to this agreement may notify any other in writing with suggested changes to this agreement.

## **4. SCHEME EMPLOYER RESPONSIBILITIES**

### *4.1.Duties - General*

The main duties of the Scheme Employer are:

- a) To decide who is eligible to become a member of the Scheme and the date from which membership of the Scheme commences;
- b) To decide whether that person is employed in a full time, part time or variable time capacity. If the employee is part time the Scheme Employer must also determine the proportion which the employee's contractual hours bear to the hours of a comparable full-time employee and the proportion which the employee's contractual weeks bear to a whole year (52.143);
- c) To determine an employee's pay for the purposes of calculating pension contributions. NB: a Scheme Employer can specify in an employee's contract what other payments or benefits are to be pensionable, other than

those automatically pensionable under Regulation 20(1)(a) or (b) of the Scheme Regulations and which are not otherwise precluded from being pensionable by virtue of Regulation 20(2) of the Scheme Regulations;

- d) To determine the employee contribution rate payable in respect of each post held by their scheme members in accordance with Regulation 9 of the Scheme Regulations;
- e) To administer appropriately a Scheme member's election to move between the MAIN and 50/50 sections of the Scheme and to provide full and accurate information to the Scheme Administrator;
- f) To determine final pay for the purposes of calculating benefits due from the Scheme for membership built up to 31 March 2014 (and beyond that time for those Scheme members protected by the underpin);
- g) To determine actual pensionable pay each year (1 April to 31 March) for the purposes of calculating pension benefits due from the Scheme for membership built up from 1 April 2014;
- h) To determine assumed pensionable pay (APP) for the purposes of calculating accrued pension during periods of reduced or nil pay as a result of sickness or injury or child-related leave;
- i) On the cessation of a Scheme member's membership of the Scheme to determine the reason for leaving and entitlement to benefit and notify the Scheme Administrator and the Scheme member of the decision;
- j) To supply timely and accurate information to the Administering Authority and the Scheme Administrator to enable the correct calculation of benefits payable from the Scheme;
- k) To collect, pay over and account for the deduction of the correct rate of pension contributions payable by both the employee and the employer, including any additional employee contributions that the Administering Authority or the Scheme Administrator instruct the Scheme Employer to deduct;
- l) Upon receipt of a notification from the Scheme Administrator of an employee's election to pay, vary the amount of or cease Additional Voluntary Contributions, to apply the notification accordingly and where applicable deduct from a member's pay and pay over to the specified AVC provider the contributions as instructed by the Administering Authority;
- m) Upon receipt of a notification from the Scheme Administrator of an employee's election to pay Additional Pension Contributions, to apply the notification accordingly and where applicable deduct from a member's pay and pay over to the Administering Authority, the contributions as instructed by the Scheme Administrator;
- n) To accompany any statement issued to a Scheme member relating to any decision made about the Scheme, with a notice drawing the Scheme member's attention to their right of appeal under the LGPS;
- o) To use an Independent Registered Medical Practitioner (IRMP) qualified in Occupational Health medicine (who has been approved by the Administering Authority) in advising upon ill health retirement;
- p) To appoint an adjudicator to deal with any dispute raised by one of the Scheme Employer's Scheme members (or former Scheme members) at stage one of the Internal Disputes Resolution Procedures (IDRP);

- q) To produce, publish and keep under review an employer policy statement in respect of a number of discretions available to the Scheme Employer under the Scheme Regulations, Transitional Regulations and former Regulations as the case may be.

The above is a summary of the main duties of a Scheme Employer under the Scheme Regulations. In the event of doubt the Regulations must be consulted for clarification and will prevail in the event of any dispute.

## *4.2.Duties - Specific*

### *4.2.1. New Scheme Members*

Upon notification that an individual has entered an employment for which he or she is eligible for membership of the LGPS (under the age of 75 with a contract of employment of at least 3 months duration), the Scheme Employer shall contractually admit (\*see note regarding designation bodies) that individual to the LGPS unless a written election, signed and dated after the commencement of employment, has been received from the employee choosing not to join the Scheme.

**NOTE:** Where an individual elects to opt out of the LGPS upon appointment to a role that is eligible for contractual enrolment into the LGPS, the Scheme Employer must continue to monitor that individual every time that they run their payroll in order to assess whether or not that individual should be re-enrolled into the Scheme under the automatic enrolment legislation. Regardless of whether or not the individual is contractually enrolled or automatically enrolled into the LGPS the Scheme Employer must follow the same procedure, as set out below, for notifying the Scheme Administrator of a new scheme admission.

The Scheme Employer will notify the Scheme Administrator of a new scheme member admission by:

- 1) Submitting a data file created from their payroll system to i-Connect, in the format specified by the Scheme Administrator, by the end of the month in which the new scheme member joins the Scheme or, if later, by the end of the month in which the new scheme member's details first appear on their payroll system;

or, where the Scheme Employer has yet to sign up to the Administering Authority's preferred method of member data transfer i.e., i-Connect, by

- 2) Submitting a spreadsheet containing the new scheme member details in the format specified by the Scheme Administrator to the Scheme Employer via [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) by the end of the month in which the member joined the Scheme or, if later, by the end of the month in which the new scheme member's details first appear on their payroll system;

or, where no alternative method of submission can currently be achieved, by

- 3) Completion of a starter form LGS15A as formatted by the Scheme Administrator (an up to date version of which will always be available on the Fund's [website](#)) sent as a pdf. file to [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) or (where all other forms of submission have been exhausted) in a paper format by the end of the month in which the new scheme member joined the Scheme or, if later, by the end of the month in which the new scheme member's details first appeared on their payroll system.

As part of the employee's appointment process the Scheme Employer will provide their employee with the current version of leaflet LGS1B (an up to date version of which will always be available on the Fund's [website](#)), providing a summary of the LGPS and what it can provide for its members. Upon receipt of the duly completed admission details a member record will be created on the pension administration system and an activation key sent to the Scheme member for access to '[mypension](#)

[ONLINE](#)’ where they will find all relevant documentation (guides and forms etc.) required of a new Scheme member.

\*NOTE: DESIGNATION BODIES – In accordance with LGPS regulations designation bodies can choose which employees or group of employees are eligible for membership of the LGPS. If any employee is not included in the employer’s designation concerning eligibility for scheme membership, they cannot be admitted to the pension scheme unless the Scheme Employer amends their designation. This is particularly important now that the Workplace Pensions initiative requires all employers to offer a qualifying pension scheme to all of their employees (the LGPS being a qualifying pension scheme). If a Scheme employer designates any of their employees as not being eligible for membership of the LGPS an alternative pension scheme must be provided for those employees. To be a designation body the Scheme employer must be either a Schedule 2 Part 2 Scheme Employer (which includes parish, town and community councils) or an admission body.

#### 4.2.2. *Contract Variations*

Where a Scheme member has a variation to their contract which will impact on the calculation of pension benefits, the Scheme Employer shall notify the Scheme Administrator of the change in membership status by

- 1) Submitting a data file created from their payroll system to i-Connect, in the format specified by the Scheme Administrator, by the end of the month in which the contract variation takes effect or, if later, by the end of the month in which the contract variation first appears on their payroll system;

or, where the Scheme Employer has yet to sign up to the Administering Authority’s preferred method of member data transfer i.e., i-Connect, by

- 2) Submitting a spreadsheet containing contract variation details in the format specified by the Scheme Administrator to the Scheme Administrator via [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) by the end of the month in which the contract variation took effect or, if later, by the end of the month in which the contract variation first appears on their payroll system;

or, where no alternative method of submission can currently be achieved, by

- 3) Completion of form [LGS15B](#) as formatted by the Scheme Administrator (an up-to-date version of which will always be available for download at sent as a pdf. file to [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) or (where all other forms of submission have been exhausted) in a paper format by the end of the month in which the contract variation took effect or, if later, by the end of the month in which the contract variation first appears on their payroll system.

#### 4.2.3. *Leavers (No Entitlement to Immediate Release of Pension Benefits)*

Upon notification that a scheme member’s period of employment has terminated or should a scheme member elect to opt out of the LGPS, the Scheme Administrator must be notified of all relevant information by the Scheme Employer.

The Scheme Employer will notify the Scheme Administrator of a scheme leaver by:

- 1) Submitting a data file created from their payroll system to i-Connect, in the format specified by the Scheme Administrator, by the end of the month in which the scheme member leaves the Scheme or, if later, by the end of the month in which the scheme member is set as a leaver on their payroll system;



or, where the Scheme Employer has yet to sign up to the Administering Authority's preferred method of member data transfer i.e., i-Connect, by

- 2) Submitting a spreadsheet containing the scheme leaver details in the format specified by the Scheme Administrator to the Scheme Administrator via [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) by the end of the month in which the member leaves the Scheme or, if later, by the end of the month in which the scheme member is set as a leaver on their payroll system;

or, where no alternative method of submission can currently be achieved, by

- 3) Completion of a leaver form LGS15C as formatted by the Scheme Administrator (an up to date version of which will always be available on the Fund's [website](#)) sent as a pdf. file to [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) or (where all other forms of submission have been exhausted) in a paper format by the end of the month in which the scheme member leaves the Scheme or, if later, by the end of the month in which the scheme member is set as a leaver on their payroll system.

**NOTE: Where a scheme member opts out of the scheme within the first three months of joining, the Scheme Employer MUST refund all contributions previously paid by the member to the member through the payroll system thereby automatically adjusting the Income Tax and National Insurance record of the employee. Any such payment if made by the Administering Authority would be deemed to be an unauthorised payment by HMRC and must therefore be paid by the Scheme Employer even where the 3-month period spans more than one financial year. On these occasions the Scheme employer is required to manually calculate the revised figures and manually amend their payroll where necessary.**

#### *4.2.4. Retirements (Including Normal Age, Redundancy, Efficiency, Ill Health, Flexible and Voluntary Retirements) and Deaths*

Once known that a scheme member is to retire (or that he or she has died), the Scheme Employer will notify the Scheme Administrator immediately either by email at [info@berkshirerepensions.org.uk](mailto:info@berkshirerepensions.org.uk) or by telephone on 01628 796668. This will enable the Scheme Administrator to contact the Scheme member (or next of kin/representative) and send out certain forms that the member (next of kin/representative) is required to complete before payment of their benefits can be made.

When submitting the leaver details to the Scheme Administrator, the Scheme Employer must ensure that all information as it relates to existing and former Scheme Regulations is supplied. Where the scheme leaver has scheme membership from before 1<sup>st</sup> April 2014 they will be entitled to pension benefits based on final pay and, so that the Scheme Administrator can calculate the final salary benefits accurately, the Scheme Employer must supply a final pay figure based on the definition of final pay under the LGPS 2008 regulations:

- a) Best of the last 3 years calculated to date of leaving (or possibly best three-yearly average in the last 10 years calculated to 31<sup>st</sup> March);
- b) Full-time equivalent rate of pay if the scheme member was employed on a part-time basis at the date of leaving; and
- c) Pay excluding any non-contractual overtime payments received during the year.

In addition, the Scheme Employer must supply details of the CARE pay received since 1<sup>st</sup> April last to the date of leaving.

**IT IS IMPORTANT TO NOTE THAT THE PENSION FUND'S SERVICE STANDARDS TO MEMBERS STATES THAT RETIREMENT LUMP SUMS WILL BE PAID WITHIN 30 CALENDAR DAYS OF RETIREMENT. IT IS ESSENTIAL THAT ALL RELEVANT INFORMATION IS SUPPLIED IN A TIMELY MANNER IN ORDER TO ACHIEVE THIS REQUIREMENT.**

The Scheme Employer will notify the Scheme Administrator of a scheme member's retirement or death by:

- 1) Submitting a form [LGS15C](#) in the first instance prior to a data file created from their payroll system to i-Connect, in the format specified by the Scheme Administrator, by the end of the month in which the scheme member leaves the Scheme or, if later, by the end of the month in which the scheme member is set as a leaver on their payroll system;

or, where the Scheme Employer has yet to sign up to the Administering Authority's preferred method of member data transfer i.e., i-Connect, by

- 3) By completion of a leaver form LGS15C as formatted by the Scheme Administrator (an up to date version of which will always be available on the Fund's [website](#)) sent as a pdf. file to [info@berkshirepensions.org.uk](mailto:info@berkshirepensions.org.uk) or (where all other forms of submission have been exhausted) in a paper format by the end of the month in which the scheme member left the Scheme or, if later, by the end of the month in which the scheme member is set as a leaver on their payroll system.

**NOTE: ILL HEALTH RETIREMENTS**

In cases of ill health retirement, the Scheme Employer will arrange for their employee to undergo a medical with their chosen and approved Independent Registered Medical Practitioner (IRMP) qualified in occupational medicine, obtaining a certificate detailing whether in their opinion the member meets both conditions required of the Scheme Regulations:

**CONDITION 1**

As a result of ill-health or infirmity of mind or body, the Scheme member is permanently incapable of discharging efficiently the duties of the employment they were engaged in.

**CONDITION 2**

As a result of ill-health or infirmity of mind or body the Scheme member is not immediately capable of undertaking gainful employment (employment at the rate of 30 hours per week for a continuous period of 12 months).

Where both conditions are met the IRMP will be required to indicate on the ill-health certificate whether the Scheme member qualifies for a Tier 1, Tier 2 or Tier 3 ill health retirement.

The Scheme Employer will, having considered the advice provided by their IRMP, decide the level of benefits payable.

Should the Scheme Employer at any time seek to appoint a different IRMP for the purposes of undertaking the responsibilities outlined in the Scheme Regulations, they must seek the approval of the Administering Authority before appointing the new preferred practitioner.

#### 4.2.5. *Payment of Contributions*

The Scheme Employer will ensure that the correct rate of employer contribution is deducted in accordance with the rates and adjustment certificate issued by the Fund Actuary as part of the triennial valuation of the Pension Fund. Where the Scheme Employer 'outsources' its payroll function to a third party the Scheme Employer is responsible for ensuring that notification of any change in the employer contribution rate is sent to their contracted payroll provider.

**NOTE: Where a Scheme Employer has appointed a third-party payroll provider the Scheme Employer retains all the responsibilities required of them under the Scheme Regulations and they remain accountable for any failure by the third-party payroll provider to meet those requirements or the requirements set out in this service level agreement. A Scheme Employer must advise the Scheme Administrator of their payroll provider and any changes that may be made in this regard and ensure that their contractual arrangements with their appointed third-party payroll provider are sufficiently robust to avoid underperformance.**

The Scheme Employer (or their appointed third-party payroll provider) will make payment of employee and employer contributions to the Administering Authority by the 19<sup>th</sup> of the month following the end of the month in which contributions have been deducted. ***(It should be noted that this is the legal requirement. However, contributions should always be submitted as soon as is practicably possible. Remember, the contributions paid by scheme members are payments to the Pension Fund and not the revenue account of the Scheme Employer)***. Failure to make payment of the contributions within the statutory deadline will result in a notice of unsatisfactory performance being issued to the Scheme Employer in accordance with the Administering Authority's 'Pension Administration Strategy'.

Even where a Scheme Employer submits data via i-Connect to the Scheme Administrator updating contribution and membership details in real time, the Scheme Employer (or their appointed third-party payroll provider) MUST complete the contribution return spreadsheet as formatted by and in line with guidance issued by the Administering Authority giving full and accurate information. The Scheme Employer (or their appointed third-party payroll provider) will submit the spreadsheet to the Administering Authority's generic email address [lgps@rbwm.gov.uk](mailto:lgps@rbwm.gov.uk) by the 19<sup>th</sup> of the month in line with the contribution payment. Persistent failure to meet this deadline may result in the Scheme Employer being issued with a notice of unsatisfactory performance in accordance with the Administering Authority's 'Pension Administration Strategy'.

**NOTE:** It is important that the Scheme Employer (or their appointed third-party payroll provider) ensures the correct month is completed in line with the 'tabs' at the bottom of the spreadsheet and that all relevant fields are completed each month prior to submission.

#### 4.2.6. *Other Conditions Relating to Contributions*

The Scheme Employer (even if they have appointed a third-party payroll provider) is responsible for ensuring that employee contributions are deducted from:

- i) Any pay received by a Scheme member during a period of statutory sickness;
- ii) Any pay received by a Scheme member during a period of child-related leave including half pay and SMP where appropriate; and

The Scheme Employer (even if they have appointed a third-party payroll provider) also remains responsible for ensuring that employer contributions are paid in full during:

- iii) any period of employment during which a Scheme member elects to contribute to the 50/50 section of the Scheme;
- iv) any period that a Scheme member receives reduced or nil contractual pay due to sickness or injury (based on the assumed pensionable pay calculation); and
- v) any period that a Scheme member receives reduced contractual pay as a result of child-related leave (based on the assumed pensionable pay calculation).

**NOTE:** Any actual pay paid by a Scheme Employer to a reservist during Reserve Forces Service Leave is not pensionable. Whilst on reserve forces service leave the employee and the Ministry of Defence pay contributions on the amount of Assumed Pensionable Pay.

#### *4.2.7. Absences*

Where a Scheme member is absent due to:

- i) a period of UNPAID child-related leave; or
- ii) a period of authorised absence,

the Scheme Employer will ensure that their employee is aware of their right to enter into a Shared-Cost Additional Pension Contribution contract within 30 days of returning to work in order to 'buy-back' any 'lost pension' due to being absent.

Where a Scheme member is absent due to a trade dispute (strike) the Scheme Employer will ensure that their employee is made aware of their right to enter into a Full-Cost Additional Pension Contribution contract in order to 'buy-back' any 'lost pension' due to being on strike. There is no 30 days requirement in this regard.

#### *4.2.8. Pensionable Pay and Assumed Pensionable Pay*

The Scheme Employer (even if they have appointed a third-party payroll provider) is responsible for ensuring that employee and employer contributions are deducted from all pensionable pay received by a Scheme member in accordance with Regulation 20 of the Scheme Regulations.

Where a Scheme member enters into a period of reduced or nil contractual pay as a result of:

- i) sickness or injury; or
- ii) PAID child-related leave

the Scheme Employer (or their appointed third-party payroll provider) will provide to the Scheme Administrator an Assumed Pensionable Pay (APP) figure calculated in accordance with Regulation 21 of the Scheme Regulations.

#### *4.2.9. Annual Returns*

Except where a Scheme Employer submits data via i-Connect to the Scheme Administrator providing contribution and membership information in real time, the Scheme Employer will, by 30<sup>th</sup> April each year, provide the Scheme Administrator with a 'year-end' schedule in the format prescribed by the Scheme Administrator.

The Scheme Administrator will supply the pre-formatted 'year-end' schedule to all Scheme Employers (with the exception of those using i-Connect) in February each year.

**IMPORTANT NOTE: Where a scheme member holds more than one post, the Scheme Employer will ensure that they provide multiple entries detailing each post separately i.e., each post is to be treated as if it is totally independent of all other posts and must be recorded as such on the annual return.**

The Scheme Employer will respond within 10 working days to requests made by the Scheme Administrator for further information and clarification of issues raised from the annual return of contributions.

#### *4.2.10. Pension Estimates*

The Scheme Employer will, as part of their request for a pension estimate in respect of one of their scheme members, provide the Scheme Administrator with details of the member's proposed date of leaving, the reason for leaving, the assumed final pay, the current year's CARE pay and any additional membership or pension to be granted at the Scheme Employer's discretion. An on-line pension estimate request form is available for completion on the employer section of the pension Fund's [website](#) and should be used wherever possible as it will prompt a Scheme Employer to submit all of the required information.

#### *4.2.11. Scheme Employer Costs*

The Scheme Employer will make payment of all early retirement costs as instructed by the Administering Authority and in accordance with LGPS regulations. An invoice will be raised by the Administering Authority for each capital cost that arises and the Scheme Employer will settle the invoice within 21 calendar days of the invoice date. Failure to do so will result in the issue of a notice of unsatisfactory performance in accordance with the Administering Authority's 'Pension Administration Strategy'.

The Scheme Employer will make payment of any actuarial costs incurred as a result of any request made by the Scheme Employer for actuarial information. This could be as a result of the TUPE transfer of a group of employees to a private company, a request for a covenant review or cessation valuation estimate or in the case of an academy, a funding statement at the point of conversion. An invoice will be raised by the Administering Authority on each occasion that the actuary submits a schedule of costs to the Administering Authority which includes fees resulting from a Scheme Employer's request for actuarial information. The Scheme Employer will settle the invoice within 21 calendar days of the invoice date.

#### *4.2.12. Administering Authority/Scheme Administrator Enquiries*

The Scheme Employer will respond to enquiries made by the Administering Authority or the Scheme Administrator within 10 working days or sooner where possible. Where an enquiry will take longer than 10 working days to resolve, the Scheme Employer will notify the Administering Authority or the Scheme Administrator as the case may be and keep them up to date with any progress made.

## **5. SCHEME EMPLOYER DISCRETIONS**

The Scheme Employer must produce, publish and keep under review its policy regarding the discretions available under the LGPS regulations and will notify the Administering Authority and scheme members in their employ of any changes to those policies within 30 calendar days of the changes taking effect. (A pro-forma policy statement and guide to completing the policy statement is available on the Fund's [website](#)).

The discretions afforded to a Scheme Employer by the Scheme Regulations and the Transitional Regulations are set out below.

#### *5.1. Mandatory Policy Required*

- a) Regulation 16(2)(e) and 16(4)(d) of the Scheme Regulations – Employer Funding of Additional Pension Contributions (APCs);
- b) Regulation 30(6) of the Scheme Regulations – Flexible Retirement;
- c) Regulation 30(8) of the Scheme Regulations – Waiving of Actuarial Reduction;
- d) Regulation 31 of the Scheme Regulations – Award of Additional Pension;
- e) Schedule 2 of the Transitional Regulations – Switching on the 85-Year Rule.

#### *5.2. Additional Policy Recommended*

- f) Regulation 9(1) & (3) of the Scheme Regulations – Setting of Employee Contributions Rates;
- g) Regulations 17(1) of the Scheme Regulations - Additional Voluntary Contributions (AVCs) and Shared Cost Additional Voluntary Contributions (SCAVCs);
- h) Regulation 21(5) of the Scheme Regulations – Assumed Pensionable Pay;
- i) Regulation 22 of the Scheme Regulations – Merging of Deferred Member Pension Accounts with Active Member Pension Accounts;
- j) Regulation 100(6) of the Scheme Regulations – Inward Transfer of Pension Rights.

**The Administering Authority and the Scheme Administrator undertake that they will not give scheme members any expectation as to how the Scheme Employer will exercise any discretion.**

## **6. SCHEME ADMINISTRATOR RESPONSIBILITIES**

### *6.1. New Scheme Admissions*

Where a Scheme Employer submits new scheme member information, the Scheme Administrator will set up a new member record on the pension administration system, send a 'mypension ONLINE' activation key to the new scheme member and produce an on-line membership certificate for the new scheme member within 20 working days of the details having been received from the Scheme Employer.

Where relevant, and once any transfers of pension rights from previous pension schemes have been concluded, the Scheme Administrator will release a revised on-line membership certificate for the Scheme member to view, download or print where additional membership has been awarded as a result of the transfer calculation.

Where additional pension has been awarded as a result of the transfer calculation, confirmation of this amount will be released by the Scheme Administrator in the form of a letter made available on-line for the scheme member to view, download or print.

### *6.2. Contract Variations*

Where a Scheme Employer submits a contract variation via i-Connect the scheme member's record will be updated automatically as part of the submission process. The Scheme Administrator will release an on-line membership certificate for the Scheme member to view, download or print setting out the changes that have been made within 10 working days of the member record having been updated.

Where a Scheme Employer submits a contract variation via either a spreadsheet or a form [LGS15B](#), the Scheme Administrator will release an on-line membership certificate for the Scheme member to view, download or print setting out the changes that have been made within 20 working days of the details having been received from the Scheme Employer

### *6.3. Scheme Leavers*

Where a Scheme Employer submits leaver details (either as a result of a scheme member leaving employment or opting out of the Scheme ) via i-Connect the scheme member's record will be updated automatically as part of the submission process. The Scheme Administrator will notify the Scheme member of their benefit options within 20 working days of the member record having been updated.

Where a Scheme Employer submits leaver details (either as a result of a scheme member leaving employment or opting out of the Scheme) via a spreadsheet or form LGS15C the Scheme Administrator scheme member's record will update the member record and notify the Scheme member of their benefit options within 20 working days of the details having been received from the Scheme Employer.

### *6.4. Retirements*

Irrespective of the method by which the Scheme Employer notifies the Scheme Administrator that a Scheme member who has left employment is entitled to the immediate release of their pension benefits, The Scheme Administrator will notify the Scheme member of their benefit options within 5 working days of receipt of all relevant Scheme leaver information from the Scheme Employer. The Scheme Administrator will make payment of any retirement lump sum within 30 calendar days of the date of the Scheme member's 'retirement' subject to all relevant information having been received from both the Scheme Employer and the Scheme member to enable them to do so.

### *6.5. Changes in Administrative Procedures*

The Administering Authority and the Scheme Administrator will ensure that the Scheme Employer is notified of any changes to administrative procedures that may arise as a result of changes in pension scheme regulations and provide copies of revised standard documentation as agreed via the pension fund [website](#). Any other changes to administrative procedures will only take place following discussions with the Scheme Employer.

### *6.6. Training Sessions, Seminars and Pension Surgeries*

The Scheme Administrator will provide the Scheme Employer with training sessions if required in respect of scheme administration procedures.

The Scheme Administrator will also provide ad hoc seminars to scheme members as requested and as organised by the Scheme Employer.

The Scheme Administrator will provide two pension surgeries per year for employees of the Unitary Authorities to which employees of other Scheme Employers are welcome to attend and also provide additional surgeries on an ad hoc basis as required and as organised by the Scheme Employer.

### *6.7. Scheme Member Database*

The Scheme Administrator will maintain a database of all LGPS members employed by the Scheme Employer and provide the Administering Authority and the Scheme Employer with reports as may be requested from time to time.

#### *6.8. Scheme Member Enquiries*

The Scheme Administrator will answer enquiries made by scheme members employed by the Scheme Employer and respond to such enquiries within 10 working days or sooner where possible. Where an enquiry will take longer than 10 working days to resolve, the Scheme Administrator will notify the scheme member accordingly and keep them up to date with any progress made.

#### *6.9. Scheme Employer Enquiries*

The Scheme Administrator will respond to enquiries made by the Scheme Employer within 10 working days or sooner where possible. Where an enquiry will take longer than 10 working days to resolve, the Scheme Administrator will notify the Scheme Employer and keep the Scheme Employer up to date with any progress made.

#### *6.10. Annual Benefit Statements*

The Scheme Administrator will provide an electronic version of the scheme member's annual benefit statement within the statutory deadline (31<sup>st</sup> August) providing the Scheme Employer has submitted their 'year-end data file and answered all associated queries in accordance with section [4.2.9](#) of this SLA. Annual Benefit Statements will be made available to view, download or print by the Scheme member via 'mypension ONLINE'. Hard copies of the statement will be made available to Scheme members of a Scheme Employer upon request.

#### *6.11. Pension Estimates*

The Scheme Administrator will provide an estimate of pension benefits upon request from the Scheme Employer within 5 working days, or sooner where possible, of receipt of all relevant information. Where the estimate is in respect of an early retirement for whatever reason, the Scheme Administrator will provide the Scheme Employer with estimated details of the full capital cost to be paid by them.

#### *6.12. Early Retirements*

Upon completion of an actual early retirement calculation by the Scheme Administrator which generates a Pension Fund strain cost (otherwise known as a capital cost), the Administering Authority will raise an invoice and issue it to the Scheme Employer requesting payment, within 21 calendar days of the full capital cost owing to the Pension Fund.

#### *6.13. Employer Meetings*

The Scheme Administrator will arrange meetings with the 6 Unitary Authorities on an at least annual basis and with other Scheme Employers on an annual basis.

#### *6.14. Pensions Increase*

The Scheme Administrator will apply pensions increase annually to the relevant pensions in payment and deferred pensions retained in the Fund in accordance with the Pensions Increase (Review) Order issued by the Government each year.



## 7. ADMINISTERING AUTHORITY RESPONSIBILITIES

### *7.1.Regulations*

The Administering Authority will notify the Scheme Employer of any significant changes to:

- i) Scheme regulations that might affect scheme members in their employ;
- ii) The requirements of any policy statements that are maintained by them under the regulations;
- iii) Procedures adopted by them in accordance with this agreement;
- iv) The method of making payments to the Pension Fund or any changes to values of any payments to be made.

Guidance will be given to a Scheme Employer in respect of matters arising from the interpretation and implementation of Scheme Regulations.

### *7.2.Scheme Contributions*

The Administering Authority will allocate all contributions submitted by the Scheme Employer to their respective income codes and reconcile the total contributions paid on a monthly basis where the Scheme Employer submits contribution data via i-Connect otherwise on an annual basis.

### *7.3.Capital Cost Payments*

The Administering Authority will allocate all capital cost payments submitted by the Scheme Employer to their respective income codes and reconcile the payments to the Pension Fund bank account.

### *7.4.Pension Scheme Recharges*

The Administering Authority will calculate and invoice a Scheme Employer, on an annual basis and by the end of April each year, for any pension scheme recharges owing to the Pension Fund where the Scheme Employer has liabilities relating to certain retired scheme members for whom the Pension Fund arrange to make payment through the pension payroll on behalf of the Scheme Employer.

### *7.5.Presentations*

The Administering Authority will provide presentations to the Scheme Employer on an ad hoc basis and as required in respect of all matters relating to the Local Government Pension Scheme.

A Scheme Employer pension forum will be held on an annual basis in order to keep Scheme Employers up to date with matters relating to the performance of the Royal County of Berkshire Pension Fund and LGPS issues.

### *7.6.Performance Indicators and Management Information*

The Administering Authority will, with the assistance of the Scheme Administrator, produce a quarterly Administration Report setting out key performance indicators and statistics relating to the administration of the Scheme. The report will be presented to the Berkshire Pension Fund Committee, Pension Fund Advisory Panel and Pension Board on each occasion that it meets and show the performance of:

- a) All Scheme Employers within the Royal County of Berkshire Pension Fund,

- b) The Scheme Administrator, and
- c) The Administering Authority.

### *7.7.Fund Actuary*

The Administering Authority will correspond with and commission any advice required of the Fund Actuary on behalf of the Scheme Employer in respect of any matters that may arise which require the determination of the Actuary and recharge any such costs that may arise to the Scheme Employer.

The Administering Authority will arrange for the triennial valuation of the Royal County of Berkshire Pension Fund and provide the Scheme Employer with a copy of the Actuary's valuation report and a copy of the annual report and statement of accounts.

The Administering Authority will commission the Actuary to provide an FRS102/IAS19 report as required and requested by a Scheme Employer at its appropriate financial year end date.

### *7.8.Internal Disputes Resolution Procedure (IDRP)*

The Administering Authority will maintain a complaints procedure in accordance with the Local Government Pension Scheme Regulations including the appointment of an adjudicator to deal with cases at stage two of the procedure.

### *7.9.Publicity and Promotion*

The Administering Authority will maintain a supply of scheme publications and ensure that the most up to date versions are always available to print or download from the Pension Fund [website](#).

### *7.10.Pensions Increase*

The Administering Authority will instruct the Scheme Administrator to apply the Pensions Increase (Review) Order as issued annually by the Government.

### *7.11.Data Protection*

The Administering Authority will ensure compliance with Government Data Protection Regulation (GDPR).

## **8. PRIVATE CONTRACTORS**

In accordance with Regulation 3(5) and paragraphs 3 to 12 of Schedule 2 in Part 3 of the Scheme Regulations, the Administering Authority can enter into an admission agreement with an "external contractor" undertaking local government work formerly undertaken by a Scheme Employer.

This ability to become an Admission Body within the LGPS enables Scheme members to retain their rights to contribute to the Scheme and avoids the need for the contractor to offer an alternative pension scheme to the transferring employees.

### *8.1.Scheme Employer responsibilities:*

The Scheme employer will:

Undertake to include the conditions surrounding any possible admission agreement to be made with a chosen service provider (and the Administering Authority) as part of any tendering exercise that it undertakes;

Consult with staff representatives and issue information to staff;

Notify the Administering Authority immediately of any decision that is made to transfer any part of their service to an “external contractor”;

Supply the Administering Authority and/or Scheme Administrator with full and accurate details of all employees, both those contributing to the LGPS and those, for whatever reason, are not contributing to the Scheme but are eligible to do so, involved in any potential transfer from the Scheme Employer to the Admission Body as soon as this information is known. The Administering Authority will supply a data capture spreadsheet for completion by the Scheme Employer;

Sign up to the admission agreement before the start date of the service contract;

Decide whether or not the Admission Body will be required to provide a bond or indemnity as calculated by the Actuary or if they as the Transferor Scheme Employer will act as a guarantor;

Decide whether or not the Admission Agreement will be an Open or Closed agreement;

Notify the Administering Authority immediately if the contract with the Admission Body is terminated;

Pay any outstanding liabilities where they arise and are the responsibility of the Scheme Employer, as calculated by the Fund Actuary, to the Administering Authority in the event of the early termination of a contract with an Admission Body.

## *8.2. Administering Authority responsibilities*

The Administering Authority will:

Obtain details from the Fund Actuary of the potential employer’s contribution rate and level of indemnity or bond required by the Admission Body upon receipt of all information supplied by the Scheme Employer;

Supply a draft admission agreement and draft indemnity/bond agreement and guide to completing an admission agreement;

Obtain details from the Fund Actuary of any outstanding liabilities resulting from the termination of the Scheme Employer’s contract with the Admission Body;

Ensure that all parties to the admission agreement receive a copy of the final admission agreement document.

## **9. COMPLIANCE**

Where it is proven that as a result of any non-compliance by the Scheme Employer in respect of any of the requirements of this service level agreement, the Administering Authority suffer any fine or financial penalty as imposed by The Pensions Regulator or any other statutory body, that penalty shall be transferred to the Scheme Employer for settlement in accordance with the guidelines issued by the relevant Statutory body at the time that the penalty is imposed.

Where it is proven that the Scheme Employer is not responsible for any fine or penalty imposed by The Pensions Regulator or any other statutory body as a result of non-compliance of this service level agreement, any such charge will automatically default to the Administering Authority.

In accordance with Regulation 70 of the Scheme Regulations and in line with its Pension Administration Strategy, the Administering Authority reserves the right to issue to a Scheme Employer a notice of unsatisfactory performance where the

Administering Authority, in its opinion, has incurred additional costs which should be recovered from the Scheme Employer.

## APPENDIX A - PENSION LIAISON DETAILS

### EMPLOYER NOMINATED PENSION LIAISON OFFICER AND AUTHORISED SIGNATORIES

The following officer is hereby nominated as Pension Liaison Officer to the Administering Authority to deal with all issues relating to the administration of the pension scheme:

Name:

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Position:

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Signature:

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Contact Telephone Number:

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Email Address:

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Postal Address:

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Date: \_\_\_\_\_

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### **Please provide details of other officers authorised to act as a Pension Liaison Officer.**

The following person is nominated as a pension liaison officer with specific duties as described below\*

Name:

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Position:

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Signature:

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Contact Telephone Number:

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Email Address:

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Postal Address:

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\_\_\_\_\_ Date:

\*Summary of duties:

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The following person is nominated as a Pension Liaison Officer with specific duties as described below\*

Name:

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Position:

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Signature:

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Contact Telephone Number:

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Email Address:

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Postal Address:

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\_\_\_\_\_ Date:

\*Summary of duties:

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The following person is nominated as a Pension Liaison Officer with specific duties as described below\*

Name:

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Position:

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Signature:

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Contact Telephone Number:

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Email Address:

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Postal Address:

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\*Summary of duties:

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Date:

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