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# **AN POST**

## **MAIN SUPERANNUATION SCHEME 2012**

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## **AN POST MAIN SUPERANNUATION SCHEME 2012**

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## AN POST SUPERANNUATION SCHEME, 2012

An Post, in exercise of the powers conferred on it by Section 46 of the Postal and Telecommunications Services Act, 1983 (as amended by Section 11 of the Telecommunications (Miscellaneous Provisions) Act, 1996 and by Section 5 of the Postal and Telecommunications Services (Amendment) Act, 1999) and with the approval of the Minister for Communications, Energy and Natural Resources given with the concurrence of the Minister for Public Expenditure and Reform, hereby adopts this Scheme for the granting of Pensions, Gratuities and other allowances on retirement or death to or in respect of pensionable staff who are Members of this Scheme.

### 1. SHORT TITLE

This Scheme may be cited as the An Post Main Superannuation Scheme, 2012.

### 2. COMMENCEMENT

- 2.1 This Scheme will commence with effect from the 1<sup>st</sup> January, 2012 which shall be known as the *date of commencement*.
- 2.2 *The 1990 to 2012 Schemes*, save Paragraph 4.2 of the An Post Main Superannuation (Amendment) Scheme, 1992, are hereby revoked with effect from the *date of commencement* of this scheme subject to sub-paragraph 2.3.
- 2.3 *The 1990 to 2012 Schemes* shall continue in operation in their application to all members who had retired or left prior to the date of the revocation of those Schemes. Benefits secured for a former member prior to the revocation date will not be affected.

### 3. DEFINITIONS

In this Scheme, save where the context otherwise requires:

- 3.1 “the Act of 1983” means the Postal and Telecommunications Services Act, 1983 (No. 24 of 1983), and any Act of the Oireachtas amending or replacing the same;
- 3.2 “actual pensionable service” means service as defined in sub-paragraph 5.1 (a) of this Scheme but excluding any notional service transferred under Clause (iii) of that sub-paragraph;
- 3.3 “allowances” means such allowances in the nature of pay lawfully determined or lawfully approved by *the Company* as are designated as pensionable by *the Company* but excluding any sums paid in respect of overtime, commission, gratuity, special fees, travelling allowance, subsistence allowance and the like, the money equivalent of any emolument or benefit in kind (including motor car or other vehicle) or any payment towards or in respect of such emoluments;
- 3.4 “An Post” means the postal company established pursuant to the Postal and Telecommunications Services Act, 1983 (No. 24 of 1983);
- 3.5 “the Company” means *An Post*;
- 3.6 “contributions” means such pension contributions as may be payable in accordance with paragraph 8;
- 3.7 “date of commencement” means the date referred to in sub-paragraph 2.1;
- 3.8 “death gratuity” means a payment made under sub-paragraph 6.3 (d);
- 3.9 “full-time equivalent salary” means *salary* in the case of a full-time employee and in the case of a part-time employee it means the *salary* applicable to a full-time comparable employee;

- 3.10 “full-time equivalent service” is, subject to a maximum of 40 years, the aggregate of *pensionable service* while the *member* was over 16 years of age provided that
- (a) any periods of part-time service given prior to 1<sup>st</sup> June, 1973 where the hours worked were at least 18 hours per week be reckoned on the basis of one half of comparable full-time service,
  - (b) any periods of part time service given on or after 1<sup>st</sup> June, 1973 where the hours worked were at least 8 hours per week be reckoned in the proportion which the hours worked bear to comparable full-time service,
  - (c) any periods of *reckonable part-time service* given on or after 20<sup>th</sup> December, 2001 be reckoned in the proportion which the hours worked bear to comparable whole-time service;
- 3.11 “fully insured member” means a *member* of this Scheme who is insured for State Pension (Contributory) under the *Social Welfare Acts*;
- 3.12 “fully State-insured pre-6 April 1995 member” means a *member* of this Scheme
- (a) who is insured for State Pension (Contributory) under *the Social Welfare Acts*, and
  - (b) who was employed in a full-time capacity on the 5<sup>th</sup> April, 1995, and
  - (c) whose contract of service provides Scheme membership to the minimum age at which the State pension is payable;
- 3.13 “ill-health notional service” means a period of notional service calculated in accordance with sub-paragraph 5.2;
- 3.14 “lump sum” means such sum as may be payable in accordance with sub- paragraph 6;
- 3.15 “marriage gratuity” means a benefit payable in accordance with sub-paragraph 6.3 (g);
- 3.16 “member” means a *pensionable employee* to whom this Scheme applies;
- 3.17 “Minister’ means the Minister for Communications, Energy and Natural Resources;
- 3.18 “net full-time equivalent salary” means the amount by which the *full-time equivalent salary* exceeds twice the annual maximum *personal rate* of State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children;
- 3.19 “net pensionable remuneration” means the amount by which *pensionable remuneration* exceeds twice the annual maximum *personal rate* of State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children;
- 3.20 “net remuneration” means the amount by which *remuneration* exceeds twice the annual maximum *personal rate* of State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children;
- 3.21 “pension” means a benefit payable in accordance with sub-paragraph 6.2;
- 3.22 “pensionable allowances” means the annual average of any *allowances* paid to the *member* during his/her last three years of *pensionable service*. Where a *member* at retirement, death, or resignation, has *pensionable allowances* which were paid by reference to a rate which was less than the full-time equivalent rate for his/her grade, these allowances will be adjusted to the amount which would have been payable if the *member* had been a full-time employee;

- 3.23 “pensionable employee” means a person (other than a person engaged under a contract for service or remunerated by way of fees or commission) who is employed by *the Company* in a *pensionable post*;
- 3.24 “pensionable post” means a post with *the Company* which
- (a) in the case of a post existing on the *date of commencement*, is a post which is declared within three months from the date of approval of this Scheme by resolution of *the Company* to be a pensionable post,
  - (b) in any other case is a post which is declared in the conditions of service attaching to it to be a pensionable post;
- 3.25 “pensionable remuneration” means the aggregate of *retiring salary* and *pensionable allowances*;
- 3.26 “pensionable service” has the meaning assigned to it in sub-paragraph 5.1;
- 3.27 “personal rate”, in relation to any *Social Welfare benefit*, means the rate of such benefit which is payable under the *Social Welfare Acts* to a single person excluding any increase that is payable on age grounds, or by virtue of the recipient living alone, or in respect of a qualified adult or child dependant, and “maximum personal rate” shall be construed accordingly;
- 3.28 “preserved death gratuity” means such benefit as may be payable under sub paragraph 6.4 (a) (iii);
- 3.29 “preserved lump sum” means a deferred *lump sum* payable in accordance with sub-paragraph 6.3 (c);
- 3.30 “preserved pension” means a deferred *pension* payable in accordance with sub-paragraph 6.2 (a) (ii);
- 3.31 “purchased notional pensionable service” means extra years of service for superannuation purposes purchased pursuant to paragraph 10;
- 3.32 “reckonable part-time service” means service provided on a part-time basis where the hours worked in the *reference period* are at least 20% of the normal hours worked by a comparable full-time employee in that period;
- 3.33 “reference period” means a period of not more than twelve months, starting on the first day of January and ending on the last day of December;
- 3.34 “remuneration” means the aggregate of *salary* and *allowances*;
- 3.35 “retiring salary” means the *full-time equivalent salary* of the *member* on his/her last day of *pensionable service* where
- (a) a *member* has had the same scale of *salary* and has been in the same grade for the last three years of his/her *pensionable service*, or
  - (b) a *member* who is under 62 years of age dies in service, or
  - (c) a *member* retires or is retired on grounds of ill-health before 60 years of age, (or 65 years of age in the case of a *fully State-insured pre-6 April 1995 member*), provided he/she has sufficient potential service to avoid averaging.

In any other case retiring salary shall be taken as the total calculated by multiplying by 1/1095 the annual rate of *salary* appropriate on the last day of *pensionable service* for each grade in which the

*member* served during his/her last three years of *pensionable service*, and multiplying the result by the number of days of his/her employment in each grade during those years, subject to the retiring salary so taken not exceeding the annual basic rate of *salary* payable at the time of retirement or death;

- 3.36 “salary” means the annual basic rate (or the weekly basic rate multiplied by 52.18) of remuneration payable from time to time as lawfully determined or lawfully approved by *the Company*, excluding any sums paid in respect of overtime, commission, gratuity, special fees, travelling allowance, subsistence allowance and the like, the money equivalent of any emolument or benefit in kind (including motor car or other vehicle) or any payment toward or in respect of such emoluments;
- 3.37 “Social Welfare Acts” means the Social Welfare Acts 1981 to 2009 including any enactment which amends or extends any or all of those Acts or any regulation, warrant or order made thereunder;
- 3.38 “Social Welfare benefit” means State Pension (Contributory), State Pension (Transition), Invalidity Pension, Illness Benefit or Jobseeker’s Benefit payable under the *Social Welfare Acts*;
- 3.39 “supplementary pension” means such benefit as may be payable in accordance with sub- paragraph 6.2 (b);
- 3.40 “the 1990 Scheme” means the An Post Main Superannuation Scheme, 1990;
- 3.41 “the 1990 to 2012 Schemes” means the An Post Main Superannuation Scheme, 1990, the An Post Main Superannuation (Amendment) Scheme, 1992, and the An Post Main Superannuation (Amendment) Scheme (2011), 2012;
- 3.42 “years” means a figure determined by a formula  $A + B/365$  where
  - “A” is the number of completed years in the period in question  
and
  - “B” is any number of days additional to a completed year or a number of completed years in that period,
 and “year” shall be construed accordingly;

## 4. MEMBERSHIP

- 4.1 *The Company* shall decide upon the eligibility for membership of this Scheme. *The Company* shall notify an employee of his/her admission to membership of the Scheme and shall furnish him/her with a copy of the terms of the Scheme.
- 4.2 All eligible *pensionable employees* shall be members of this Scheme, other than those referred to in sub-paragraph 4.3.
- 4.3 Membership of this Scheme shall not apply to persons
  - (a) who are in membership of a retirement benefit scheme of any body associated with *the Company*, or
  - (b) whose *actual pensionable service* on attaining age 65 would be less than two years, or
  - (c) who do not satisfy *the Company* (either at the time of first appointment, or at such time thereafter as *the Company* may determine) that they are in good health and free from any physical defect or any disease which may interfere with the proper discharge of their duties, or
  - (d) who are under 16 years of age.

- 4.4 A *member* may not continue in membership after he/she has attained the age of 65 or, in the case of a *fully State-insured pre-6 April 1995 member*, the minimum age at which the State Pension (Contributory) is payable.
- 4.5 A *member* who retires on the attainment of the age of 65 years will have his/her *pension, lump sum* or gratuity increased by *the Company* if, within a period of three calendar months from the date of his/her retirement, the *pension, lump sum* or gratuity that could have been awarded to him/her would be greater had he/she continued in membership for that three month period by virtue of:
- (a) avoiding the necessity of calculating his/her superannuation award on average *salary* or wages, or
  - (b) enabling him/her to qualify for a general pay increase already determined, or
  - (c) enabling him/her to qualify for an additional increment or to reach the maximum of his/her scale of *salary*.

## 5. PENSIONABLE SERVICE

### 5.1 Itemisation of Pensionable Service

Pensionable Service shall, subject to a maximum of 40 years, be the aggregate of the following, counting any period only once and excluding any service given before attaining the age of 16 years:

- (a) (i) any period of paid service as a *pensionable employee* (other than any period during which the *member's* pay was calculated by reference to the pension rate that would apply if the *member* had retired in accordance with the provisions of the Scheme) given on and from the 1<sup>st</sup> January, 1984 and in respect of which *contributions* have been paid, where appropriate,
- (ii) in the case of staff of the former Department of Posts and Telegraphs transferred in accordance with Section 45 of *the Act of 1983*, or Civil Service staff appointed to *the Company* on or after the 1<sup>st</sup> January, 1984, on foot of the terms of Civil Service General Council Report No.1004, any paid service in a pensionable post in the Civil Service or any other service which was, on the date of their transfer, reckonable for pension purposes by reference to the Civil Service superannuation regulations,
- (iii) service reckonable in accordance with Section 4 of the Superannuation and Pensions Act, 1963,
- (iv) actual service which is capable of being reckoned under the Local Government Superannuation Code,
- (v) any period of part-time service in a directly employed capacity (not under a contract for service or on a fee or commission paid basis)
  - (a) where service given prior to 1<sup>st</sup> June, 1973 the hours worked were at least 18 hours per week,
  - (b) where service given on or after 1<sup>st</sup> June, 1973 the hours worked were at least 8 hours per week,
  - (c) on or after 20<sup>th</sup> December, 2001, all *reckonable part-time service*.
- (b) (i) any period of *purchased notional pensionable service* which a *member* has purchased at full cost to himself/herself in accordance with paragraph 10 of this Scheme,

- (ii) in the case of a *member* in respect of whom a transfer value in respect of superannuation benefits in a former employment, other than employment referred to in sub-sections (iii) and (iv) of this sub-paragraph, is received by *the Company*, such additional service as the amount of the transfer value will purchase on the basis of actuarial tables approved by the Minister for Public Expenditure and Reform,
- (iii) notional service purchased under the provisions of Part V of the Local Government (Superannuation) (Consolidation) Scheme, 1998,
- (iv) such period of notional service (to be referred to as professional notional service) as may be granted by *the Company* in accordance with conditions determined by *the Company* with the approval of the *Minister* and the concurrence of the Minister for Public Expenditure and Reform.

## 5.2 Retirement on Medical Grounds - Extra Notional Service Credit

- (a) A *member* who has completed five or more years' *full-time equivalent service* and who retires, or is retired, on medical grounds may, at the discretion of *the Company*, have a period of notional service (to be referred to as "ill-health notional service") added to his/her *full-time equivalent service*, provided that the aggregate of his/her *full-time equivalent service* and *ill-health notional service* does not exceed 40 years *full-time equivalent service*.
- (b) The *ill-health notional service* shall be calculated on the following basis:
  - (i) A *member* whose *full-time equivalent service* is between 5 and 10 years will be allowed an equivalent amount of *ill-health notional service*, such amount of notional service not to exceed the amount by which the *full-time equivalent service* he/she would have had if he/she served to age 65, or, if earlier, to the date on which his or her contract of employment would have expired, exceeds his/her *full-time equivalent service* at retirement,
  - (ii) A *member* whose *full-time equivalent service* is between 10 and 20 years will be allowed the more favourable of:
    - (A) an amount of *ill-health notional service* equal to the period by which 20 years exceeds the said *full-time equivalent service*, the added service together with the *full-time equivalent service* not to exceed the amount by which the *full-time equivalent service* he/she would have had if he/she served to age 65 or, if earlier, to the date on which his or her contract of employment would have expired, exceeds his/her actual *full-time equivalent service* at retirement, or
    - (B) 6 years and 243 days, the *ill-health notional service* not to exceed the amount by which the *full-time equivalent service* he/she would have had if he/she had served to age 60, (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*) or, if earlier, to the date on which his or her contract of employment would have expired, exceeds his/her actual *full-time equivalent service* at retirement,
  - (iii) A *member* with more than 20 years' *full-time equivalent service* at retirement will be allowed to add whichever is the lesser of:
    - (A) 6 years and 243 days, or
    - (B) the amount by which the *full-time equivalent service* he/she would have had if he/she had served to age 60 (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*) or, if earlier, to the date on which his or her contract of employment would have expired exceeds his/her *full-time equivalent service* at retirement,

- (c) Where a *member* who has purchased extra years of service [as specified in sub-paragraph 5.1(b) of this Scheme] qualifies for *ill-health notional service*, the purchased service shall be credited so that the *ill-health notional service* arising under this sub-paragraph is equal to the service which would have so arisen if he/she had not purchased service.

### 5.3 Premature Retirement - Extra Pensionable Service Credit

Where, at the discretion of *the Company*, under an Early Retirement Scheme as approved by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform to facilitate improvements in the organisation of *the Company*, a *member* retires before his/her normal retiring age and such scheme provides for added notional service, this service will be aggregated with his/her other *full-time equivalent service* subject to a maximum of 40 years' service.

## 6. BENEFITS

In accordance with Section 46(4) of *the Act of 1983*, *members* who were transferred from the Department of Posts and Telegraphs to *the Company* pursuant to Section 45 of that Act and who are still in the employment of *the Company* on the *date of commencement* are provided under this Scheme with conditions that are not less favourable than those to which they were entitled by reference to Civil Service regulations in force on 31<sup>st</sup> December, 1983.

### 6.2 Pensions

(a) (i) A *member* who:-

- (A) has completed two *years actual pensionable service* and who retires, or is retired, after attaining the age of 60 years (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*),  
or
- (B) has completed five *years actual pensionable service* and who retires or is retired on medical grounds before or after reaching the age of 60 years (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*),  
or
- (C) has completed two *years actual pensionable service* and who retires, at the discretion of *the Company*, under an Early Retirement Scheme, as approved by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform to facilitate improvements in the organisation of *the Company*,

shall thereupon be eligible to receive a pension of an amount per annum calculated at the rate of 1/80th of his/her *pensionable remuneration*, or, in the case of a *fully insured member*, of his/her *net pensionable remuneration* for each year of *full-time equivalent service*, subject to a maximum of 40/80ths.

(ii) A *member* who:-

- (A) has completed at least 2 years' *actual pensionable service* and whose membership ceases before he/she attains the age of 60 years (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*) on grounds other than those shown under headings (B) and (C) of the foregoing part (i) of this section, or
- (B) has completed at least 2 years' *actual pensionable service* and who resigns, at the discretion of *the Company* under a Voluntary Severance Scheme as approved by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform (but in such a case, subject to the provisions of sub- paragraph 6.3 (f) of this Scheme shall, on attaining the age of 60 years (or age 65 in the case of *fully*

*State-insured pre-6 April 1995 member*) be eligible to receive a deferred pension (referred to in this Scheme as a ‘preserved pension’), subject to the conditions and basis of calculation set out in sub-paragraph 6.4 of this Scheme.

- (b) (i) Where a person who was a *fully insured member* or a *fully State- insured pre-6 April 1995 member* is in receipt of a pension under this Scheme is unemployed, and, due to causes outside his/her own control;  
fails to qualify for *Social Welfare benefit*, or  
qualifies for *Social Welfare benefit* at less than the maximum personal rate,  
then, for so long as the pre-conditions set out in this paragraph are complied with, the person concerned may, at the discretion of *the Company*, be paid a *supplementary pension* under this Scheme
- (ii) The amount of a *supplementary pension* payable pursuant to sub-paragraph (b) (i) of this paragraph shall be the amount, if any, arrived at by the formula  $A - (B+C)$ , where “A” is the amount of the pension which would be payable to the former *member* under this Scheme if such pension had been calculated by reference to *pensionable remuneration* rather than *net pensionable remuneration*, “B” is the amount of the pension actually payable to the former *member* under this Scheme and “C” is the annual amount of the actual rate of the *Social Welfare benefit*, if any, which is payable to the former *member*.

### 6.3 Lump Sums and Gratuities

- (a) (i) A *member* who has completed at least one year’s and less than two years’ *actual pensionable service* and who retires or is retired on medical grounds, shall thereupon be eligible to receive a *lump sum* gratuity of  $1/12^{\text{th}}$  of his/her *retiring salary* for each year of *full-time equivalent service*,
- (ii) A *member* who has completed at least two years’ but less than five years’ *actual pensionable service* and retires or is retired on medical grounds shall be eligible to receive a *lump sum* gratuity of  $1/12^{\text{th}}$  of his/her *retiring salary* for each year of *full-time equivalent service* and, in addition, a gratuity at the rate of  $3/80^{\text{ths}}$  of his/her *pensionable remuneration* for each year of *full-time equivalent service*, provided he/she opts in writing to accept such gratuities in lieu of any other benefits payable for which he/she may be eligible under this Scheme.
- (b) A *member* who:-
  - (i) has completed two years’ *actual pensionable service* and who retires, or is retired, after attaining the age of 60 years, (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*),  
or
  - (ii) has completed at least five years’ *actual pensionable service* and who retires or is retired on medical grounds, or
  - (iii) has completed two years’ *actual pensionable service* and who retires, at the discretion of *the Company*, under an Early Retirement Scheme, as approved by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform, to facilitate improvements in the organisation of *the Company*,

shall thereupon be eligible to receive a *lump sum* payment at the rate of  $3/80^{\text{ths}}$  of his/her *pensionable remuneration* for each year of *full-time equivalent service*, subject to a maximum of  $120/80^{\text{ths}}$ .

(c) A person who:-

- (i) has completed at least two years' *actual pensionable service* and whose membership ceases before he/she attains the age of 60 years (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*) on grounds other than those shown under heading (b) (ii) or (iii) of this sub-paragraph, or
- (ii) has completed two years' *actual pensionable service* and who resigns, at the discretion of *the Company*, under a Voluntary Severance Scheme as approved by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform (but in such a case, subject to the provisions of section (f) of this sub-paragraph)

shall, on attaining age 60 years (or age 65 in the case of a *fully State insured pre-6 April 1995 member*) be eligible to receive a deferred lump sum payment (referred to in this Scheme as a "preserved lump sum"), subject to the conditions and basis of calculation set out in sub-paragraph 6.4 of this Scheme.

- (d) (i) If a *member* dies while serving, his/her personal representative(s) shall be eligible to receive the greater of:
  - (A) his/her *remuneration* on his/her last day of *pensionable service*, save, remuneration in the case of a *member* on a defined contract of service, the hours of which are less than that of a full-time contract, will be the average of his/her *salary* and *allowances* based on the number of hours worked over the last three years of *pensionable service*,
  - or
  - (B) the *lump sum* or gratuity that would have been payable had the *member* retired on medical grounds on the date of his/her death.
- (ii) If a former *member* who has been granted a *pension* and a *lump sum* or gratuity dies and the total paid or payable on foot of the *pension* and the *lump sum* or gratuity is less than the *death gratuity* which could have been granted to his/her personal representative(s) if he/she had died on the date of his/her retirement, his/her personal representative(s) shall thereupon be eligible to receive a gratuity equal to the deficiency.
- (e) Where a *member* retires under an Early Retirement Scheme, as indicated at sub-paragraphs 6.2 (a) (i) (C) and 6.3 (b) (iii) above, with entitlements to a *pension* and *lump sum*, any further separate allowance or gratuity granted to him/her at the discretion of *the Company* shall not be payable out of the resources of this Scheme and shall be subject to the prevailing income taxation laws administered by the Revenue Commissioners.
- (f) Where a *member* resigns under a Voluntary Severance Scheme, as indicated at sub-paragraphs 6.2 (a) (ii) (B) and 6.3 (c) (ii) above, and agrees to accept an allowance or gratuity from *the Company* in place of or in addition to his/her accrued superannuation entitlements under this Scheme, in whole or in part, such allowance or gratuity shall not be payable out of the resources of this Scheme and shall be subject to the prevailing income taxation laws administered by the Revenue Commissioners.
- (g) (i) A female *member* who was a *pensionable employee* and who had an entitlement to a *marriage gratuity* on 1<sup>st</sup> February, 1974 and resigns on marriage (or within two years of the date of her marriage) and who at the date of her marriage (or earlier resignation by reason of her marriage) had completed five years pensionable service [as specified in sub-paragraph 6.1(a) of *the 1990 Scheme*] shall be eligible to receive a *marriage gratuity*

at the rate of one twelfth of her *retiring salary* for each year of such pensionable service subject to a maximum of twelve twelfths. The gratuity shall be calculated by reference to service at the date of resignation or the date of marriage, whichever is the earlier and, in the case of resignation after marriage, on the equivalent, at the date of resignation, of the rate of *retiring salary* which applied at the date of marriage. In the case of resignation at, or shortly before, the date of marriage the *retiring salary* shall be that applicable on the last day of such pensionable service.

- (ii) A female who is appointed to *the Company* in a pensionable capacity and who had previously been paid a *marriage gratuity* under this Scheme, or under *the 1990 Scheme*, or under Section 46(8) of *the Act of 1983*, or under the scheme of an organisation which is included in the system indicated in Paragraph 11 of this Scheme for the transfer of superannuation rights, may refund the *marriage gratuity* on the following conditions:
  - (A) By virtue of any such refund, pensionable service reckoned previously for the *marriage gratuity* will be aggregated with subsequent *pensionable service* for superannuation purposes.
  - (B) (I) Where the appointment is made on the grounds that the person concerned is a widow, or is not being supported by her husband, the refund of the *marriage gratuity* will be by means of a deduction of the actual amount only of that gratuity from any *lump sum* or gratuity payable under sub-paragraphs 6.3 and 6.4 of this Scheme.
  - (II) In any other case, the *marriage gratuity* paid will, in respect of the period between the original date of payment and the date of repayment, be up rated by reference to compound interest, at the rate per annum of 3% to 31<sup>st</sup> March, 1971, 6% from 1<sup>st</sup> April, 1971 to 13<sup>th</sup> November, 2000 and 4% from 14<sup>th</sup> November, 2000 and thereafter at such rate as may be decided by the Trustees from time to time with the approval of the *Minister* and the concurrence of the Minister for Public Expenditure and Reform. The refund may be made by means of a deduction from any *lump sum* or gratuity payable under sub-paragraphs 6.3 and 6.4 of this Scheme, or by means of a single full payment currently, or by means of regular periodic payments over a fixed period up to ten years, with compound interest charged on the reducing balance.

#### 6.4 Payment of Preserved Benefits

- (a) (i) Payment of a *preserved pension* to a person entitled thereto under sub-paragraph 6.2 (a) (ii), and of a *preserved lump sum* to a person entitled thereto under sub-paragraph 6.3 (c) of this Scheme, shall be subject to the following conditions
  - (A) that *the Company* has given its agreement in due procedure to such a person's premature retirement and to the preservation of such benefits;
  - (B) that a waiver of entitlement to a *marriage gratuity* under the terms of sub-paragraph 6.3 (g) (i) of this Scheme is given in writing to *the Company* by a *member* who is so entitled, at the time of applying to have such benefits preserved;
  - (C) that his/her service is not reckoned for pension purposes by him/her in an other employment under approved arrangements; and
  - (D) that he/she does not receive any other retirement benefit in respect of his/her service.

- (ii) A *preserved pension* shall be payable to the person concerned on and from his/her attaining the age of 60 (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*) on an application being made by him/her in that behalf.
- (iii) If a person referred to in part (i) of this section dies before attaining the age of 60 years (or age 65 in the case of a *fully State insured pre-6 April 1995 member*) a sum (in this Scheme referred to as a “preserved death gratuity”) shall be payable to the person’s legal personal representative(s) by *the Company* in respect of him/her.
- (iv) A *preserved lump sum* or *preserved death gratuity* shall be payable to or in respect of the person concerned on an application being made to *the Company* by him/her at any time after he/she reaches the age of 60 years (or age 65 in the case of a *fully State insured pre-6 April 1995 member*) or, in case he/she dies before reaching the age of 60 years (or age 65 in the case of a *fully State insured pre-6 April 1995 member*) by his/her personal representative(s).

- (b) A *preserved pension* may not exceed an amount obtained by the formula -

$$\frac{A \times B}{80}$$

where

“A” is the number of *years of full-time equivalent service*, and

“B” is the figure arrived at by increasing his/her *pensionable remuneration* (or, in the case of a *fully insured member*, his/her *net pensionable remuneration*) at the date of resignation by reference to pension increases granted under paragraph 13 of this Scheme in the interval between the date of resignation and the date on which the person attains the age of 60 years (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*)

- (c) A *preserved lump sum* or *preserved death gratuity* may not exceed an amount obtained by the formula -

$$\frac{3A \times B}{80}$$

where

“A” has the meaning assigned to it by section (b) of this sub paragraph, and

“B” is the *pensionable remuneration* at the date of resignation of the person concerned, as increased by reference to pension increases which may be granted under paragraph 13 of this Scheme in the interval between the date of resignation and the date;

- (i) on which he/she attains the age of 60 years (or age 65 in the case of a *fully State-insured pre-6 April 1995 member*) in the case of a *preserved lump sum*, or
- (ii) of his/her death, in the case of a *preserved death gratuity*.

6.5 Payment by *the Company* of a *pension, preserved pension, lump sum, preserved lump sum, marriage gratuity, death gratuity, preserved death gratuity*, Early Retirement Gratuity or Special Severance Allowance in accordance with this paragraph, shall be less an amount (if any) equal to the income tax liability of the *member* in respect of such benefit.

6.6 Payment of a *pension, preserved pension, lump sum, death gratuity, marriage gratuity, preserved lump sum, preserved death gratuity*, Early Retirement Gratuity or Special Severance Allowance to a

*member* or to his/her legal personal representative(s) in accordance with this paragraph, shall discharge *the Company* from all liability in respect of any sum paid.

## 7. RETIREMENT ON MEDICAL GROUNDS

- 7.1 Where a *member* retires or is retired on medical grounds, a benefit under sub-paragraph 6.2 or 6.3 of this Scheme shall only be payable where the following conditions are met:
- (a) medical evidence must be supplied, having regard to which *the Company* is satisfied that the *member* is incapable from infirmity of mind or body of discharging the duties of his/her post and that that infirmity is likely to be permanent. In this connection, the *member* must, if requested by *the Company*, undergo medical examination by a registered medical practitioner nominated by *the Company*.
  - (b) the retirement must be wholly due to the infirmity.
  - (c) the infirmity must not have been caused by the *member's* own fault or negligence and he/she must, if requested by *the Company*, have complied with all reasonable requirements of a rehabilitation scheme to assist his/her return to work following illness or injury.
  - (d) the *member* must not:-
    - (i) have made a false declaration about his/her health, or;
    - (ii) have suppressed a material fact when applying to take up his/her post in *the Company* or in any previous public sector organisation (including the Civil Service).
  - (e) *the Company* must be satisfied that the *member* is unable on medical grounds to return to a role appropriate to his/her experience, abilities and altered circumstances following illness or injury having given consideration to the facilities needed to enable the *member* to return to work and to any relevant issues concerning job restructuring, redeployment, rehabilitation, re-training, relocation and flexible working arrangements.
- 7.2 Where any or all of the above conditions are not met, sub-paragraph 6.4 of this Scheme shall, as appropriate, apply in lieu of benefit under sub paragraph 6.2 or 6.3 thereof.

## 8. CONTRIBUTIONS

- 8.1 *The Company* may require any *member* whose terms and conditions of employment so permits to pay *contributions* in accordance with the terms of Company Circular 09/2007.
- 8.2 The rate of *contribution* shall be five per cent of *remuneration* or, in the case of a *fully insured member*;
- (a) 3.5% of *net remuneration* and
  - (b) 1.5% of *remuneration*.

provided that in the case of a member who is not employed in a whole-time capacity, the contributions under sub-clause (a) above shall be calculated in accordance with the formula

$$\frac{A \times B}{C}$$

where;

“A” is the amount of the contribution which would be payable by an equivalent whole-time employee,

“B” is the number of hours (excluding overtime) worked by the member concerned, and

“C” is the standard number of hours applicable to an equivalent whole-time post.

- 8.3 The *contribution* shall be made by way of deduction from salary, unless otherwise agreed with the *member*.
- 8.4 No *contributions* shall be payable under this Scheme by a *member* for any period which does not constitute *pensionable service*.
- 8.5 Where a *member* is in receipt of a reduced rate of salary because of absence from employment, the *contributions* in respect of that period will be calculated by reference to the rate of pay that would be payable to him/her if he/she were not so absent.
- 8.6 *The Company* retains the right to vary the *contributions* payable by the *members*.
- 8.7 In the case of a *member*;
- (a) who has completed less than two years *actual pensionable service* and
  - (b) whose membership ceases otherwise than on medical grounds or death and
  - (c) who does not transfer his/her *pensionable service* under this scheme to another organisation in accordance with arrangements approved by the Minister for Public Expenditure and Reform,
- his/her *contributions* shall be repaid to him/her less an amount equal to any income tax liability due by *the Company* in respect of such contributions.

## 9. ALLOCATION OF PENSION

A person who is retiring on grounds other than ill-health at any time after he/she reaches the age of 60 years (or age 65 in the case of a *fully-State-insured pre-6 April, 1995 member*) may surrender, subject to terms and conditions similar to the provisions of the Superannuation Act, 1956, and the regulations made thereunder in the case of established civil servants, part of his/her *pension* in return for the grant by *the Company* of a pension to his/her spouse or one nominated dependant.

## 10. NOTIONAL PENSIONABLE SERVICE

*Purchased notional pensionable service* may be purchased at full cost to him/her by a *member* subject to the conditions and limits set out in the Appendix to this Scheme and the purchase rates that may be determined from time to time by *the Company*, with the approval of the *Minister* in consultation with the Minister for Public Expenditure and Reform.

## 11. TRANSFER OF SUPERANNUATION RIGHTS BETWEEN APPROVED ORGANISATIONS

*The Company* is participating in allowing superannuation rights to be transferred between this Scheme and the superannuation schemes of other approved organisations in the Irish public sector, on the terms authorised from time to time by the Minister for Public Expenditure and Reform or the Minister for the Environment, Community and Local Government, as appropriate.

## 12. PAYMENT OF PENSION AND PRESERVED PENSION

*Pensions* and *preserved pensions* payable under this Scheme shall be paid fortnightly in arrears and shall continue throughout the life of the *member*, or, where a pension has been allocated to a spouse or dependant, under paragraph 9 of this Scheme, throughout the life of the spouse or dependant, as appropriate.

## 13. PENSION INCREASES

*The Company* may grant such increases in *pensions* and *preserved pensions* under this Scheme as may be authorised from time to time by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform.

## 14. EMPLOYMENT SUBSEQUENT TO RETIREMENT OR RESIGNATION

- 14.1 If a *member* who retired or was retired on medical grounds subsequently becomes a *pensionable employee* before attaining the age of 65 years and has been awarded a *pension* with a *lump sum*, or a *lump sum* or gratuity only on initial retirement, *pension*, where payable, shall be cancelled on his/her reappointment, and his/her previous *pensionable service* shall be reckoned for the purposes of calculating *pensionable service* subsequently, but the amount of any *lump sum* or gratuity awarded on eventual retirement or death shall be reduced by an amount equivalent to the recalculated value of the *lump sum* paid to him/her on initial retirement by reference to the uprated *pensionable remuneration* on which the original *lump sum* was calculated.
- 14.2 If a pensioner under this Scheme receives payment, in respect of employment by *the Company* or by any other person or firm resident in the Republic of Ireland and associated with or directly or indirectly controlled by *the Company*, no more of the *pension* or *preserved pension* shall be paid for any period of receipt of the payment as may be specified by *the Company* than so much as, with the payment, equals the pay which the pensioner would have received in respect of that period if during it he/she
  - (a) held the position in which he/she served on the last day of his/her *pensionable service*, but
  - (b) was remunerated at the rate of pay of which he/she was in receipt on that date (including the money value of apartments, rations or other prerequisites in kind), subject however, in case changes have taken place (or, if the position has ceased to exist, would have taken place if it had not ceased to exist), in that rate, to treating that rate as being varied by taking account of so much of those changes as may be specified by *the Company*.
- 14.3 Where a *member* whose contributions have been returned to him/her under sub-paragraph 8.7 is re-employed by *the Company* in a pensionable position, his/her previous *pensionable service* may be reckoned for the purpose of calculating superannuation subsequently, provided he/she refunds to *the Company* the amount of the contributions, including interest, so returned to him/her together with compound interest on that amount at the rate per annum of 4% or at such rates as may be decided by the Trustees from time to time with the approval of the *Minister* and the concurrence of the Minister for Public Expenditure and Reform. Repayment may be made by increasing his/her periodic contributions or by deduction from final retirement *lump sum*.
- 14.4 Where a *member* whose contributions have been returned to him/her under sub-paragraph 8.7 subsequently becomes employed in a pensionable position in which his/her previous *pensionable service* is capable of being reckoned under the Local Government Superannuation Code, his/her previous *pensionable service* may be reckoned for superannuation subsequently, provided he/she refunds to *the Company* the amount of the contributions, including interest, so returned to him/her together with compound interest on that amount at the rates set out in sub-paragraph 14.3 above.

## 15. CESSER OR REDUCTION OF BENEFIT

- 15.1 Where a *member* is dismissed or resigns or otherwise ceases to hold employment and has been guilty of misconduct involving a financial loss to *the Company* or the State, *the Company* may, at its discretion, refuse or reduce any benefit which might otherwise be payable under paragraph 6 of this Scheme (including a return of contributions under sub-paragraph 8.7 of this Scheme) in order to make good such a loss.
- 15.2 The *member* will be notified in writing of the reasons for and intention to delay, suspend, refuse or reduce any benefit under sub-paragraph 15.1 of this Scheme and will be afforded an opportunity to make representations as to why such action should not be taken. An appeal against a decision to delay, suspend, refuse or reduce any benefit shall be made in accordance with paragraph 20 of this Scheme.
- 15.3 If, as a result of a failure by a *member* to provide information necessary for the proper operation of the Scheme, or providing false or misleading information, he/she receives payment in respect of a benefit under this Scheme and he/she is not entitled under this Scheme to such payment, *the Company* is entitled to withhold from any further benefits as may be properly due to such *member*, or his/her legal personal representatives, such amounts as will recompense *the Company* in respect of such improper payment and interest.

## 16. CONDITIONS GOVERNING AWARDS

### 16.1 Declarations

Payments of *pension* or *preserved pension* under this Scheme shall be subject to the making by the pensioner of a relevant declaration in such form and at such time as *the Company* may require.

### 16.2 Proof of Age

A pensioner must submit evidence of his/her date of birth on entry into this Scheme or before any payment of benefit can be made.

## 17. ASSIGNMENTS

A *pension* or *preserved pension* under this Scheme may not be assigned or charged. If the pensioner becomes incapable of giving a receipt for payments due, *the Company* shall have discretion to make such payments in whole or in part to such persons, including the authorities of any institution having care of the pensioner, as *the Company* thinks fit, and *the Company* shall be discharged from all liability in respect of any sum so paid.

## 18. DUPLICATION OF BENEFIT NOT TO BE ALLOWED

- 18.1 Where a *member's* employment with *the Company* ceases (whether on retirement, death or otherwise), benefit under this Scheme shall be reduced by reference to any sum, other than one to which the prior approval of the Minister for Public Expenditure and Reform had been obtained, which is payable to or in respect of him/her on such cesser, other than under this Scheme, by *the Company*, or under any arrangement (whether by way of insurance or otherwise) to which *the Company* has contributed.
- 18.2 Where a *member's* employment with *the Company* is interrupted with *the Company's* prior approval (by way of career break or otherwise) and the *member* dies during the period of interruption, the amount of death benefit payable in respect of the *member* under this Scheme shall be equivalent to the *preserved death gratuity* payable under sub-paragraph 6.4 (c) of this Scheme unless otherwise allowable by the *Minister* with the concurrence of the Minister for Public Expenditure and Reform.

### 19. CONTRIBUTIONS TO CERTAIN ORGANISATIONS

Where a superannuation award is being made by a local authority under the Local Government Superannuation Code to or in respect of a person whose service, as reckoned in determining the amount of such award, includes a period of service with *the Company* or with the former Department of Posts and Telegraphs, *the Company* shall make an appropriate refund to the local authority in the absence of an agreement exempting it from such refund.

### 20. APPEALS

- 20.1 If a *member* or former *member* is aggrieved by the failure or refusal of *the Company* to make an award under this Scheme or by the amount of any award (including the award of pension increases) made, he/she may appeal to the *Minister* who shall refer the dispute to the Minister for Public Expenditure and Reform who shall, within three months of the dispute being referred to him or her, issue a determination in accordance with Article 5.1 of the Pensions Ombudsman Regulations, 2003 (S.I. No. 397 of 2003).
- 20.2 An appeal against a failure to make an award shall be made within twelve months after the occasion in respect of which the award is claimed and any other appeal shall be made within six months after the decision to which it relates.

### 21. TERMINATION OR AMENDMENT OF SCHEME

*The Company* reserves the right to amend or terminate this Scheme at any time subject to the approval of the *Minister* and the concurrence of the Minister for Public Expenditure and Reform and subject to giving three months notice of impending changes to *members* of the Scheme. Benefits secured for a retired *member* prior to the date of amendment or termination will not be affected.

### 22. PURCHASE OF NOTIONAL PENSIONABLE SERVICE

The rules and conditions governing the purchase of notional pensionable service for superannuation purposes is set out in the Appendix to this Scheme.

GIVEN under my Official Seal

this 13<sup>th</sup> day of FEBRUARY, 2012



Minister for Communications, Energy and  
Natural Resources

I concur with the approval of the foregoing Scheme

GIVEN under my hand

this 13<sup>th</sup> day of FEBRUARY, 2012



Minister for Public Expenditure and Reform

Present when the Common  
Seal of An Post was  
affixed hereto:

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)



Director



Director /Secretary

## Purchase of Notional Service

### 1. SCOPE

- 1.1 This Appendix applies only to a *member* who:
- (a) would have at least nine years' *pensionable service* (excluding *purchased notional pensionable service* and notional service granted under the provisions of the An Post Scheme for the Grant of Professional Notional Service for Superannuation Purposes, 1992) by the time he/she reaches
    - (i) 65 years, if the option to purchase to age 65 is exercised, or
    - (ii) 60 years, if the option to purchase to age 60 is exercised.
  - (b) is not on sick leave, or on special leave without pay, or suspended from duty (with or without pay), and
  - (c) exercises a valid option at the appropriate time to purchase *purchased notional pensionable service* in accordance with paragraph 2 of this Appendix.
- 1.2 The option indicated at sub-paragraph 1.1 (a) (ii) may not be exercised in the case of a *fully State-insured pre-6 April, 1995 member*.

### 2. CONDITIONS FOR PARTICIPATION

- 2.1 The *purchased notional pensionable service* which may be purchased under this Appendix may not exceed the limits as set out in Sub-Appendices 1 and 2.
- 2.2 *Purchased notional pensionable service* may be purchased by (a) periodic contributions or (b) lump sum contributions.
- 2.3 An option to purchase *purchased notional pensionable service* by periodic contributions may only be exercised where at least two years will elapse between the date of the *member's* next birthday and the date on which he/she will reach the age of 60 or 65 years depending on whichever option he/she exercises.
- 2.4 An option to purchase *purchased notional pensionable service* by lump sum contribution may be exercised at any time by a *member* subject to the conditions in either sub-paragraph 2.4 (a) or sub-paragraph 2.4 (b) of this Appendix:
- (a)
    - (i) only one such option may be exercised in any calendar year, and
    - (ii) the minimum amount of lump-sum contribution which may be made in this way is 10% of the *member's full-time equivalent salary*, or
    - (iii) if less, the contribution required to purchase the *member's* potential shortfall in *pensionable service* below the maximum reckonable *pensionable service* of 40 years, or
  - (b) within six months of a *member's* return to duty following a period of special leave without pay (the amount of *purchased notional pensionable service* purchased in such a case may not exceed the duration of the period of special leave).
- 2.5 Where the amount of *purchased notional pensionable service* being purchased is less than one year it must be paid for by lump sum contribution.

- 2.6 An option to purchase *purchased notional pensionable service* by either periodic contributions or lump sum contribution must be exercised in writing while the *member* is still serving, unless otherwise allowed by *the Company* at its discretion, with the concurrence of the *Minister* and the Minister for Public Expenditure and Reform.
- 2.7 Subject to sub-paragraph 2.8 of this Appendix, a *member* shall not be allowed to revoke an option under this Appendix unless he/she gives notice in writing to that effect before the lump sum contribution is made or the periodic contributions commence.
- 2.8 In the case of options to purchase by way of periodic contributions, a *member* may, if he/she so wishes, choose to cease paying the contributions with effect from the date of his/her next available pay date following receipt by *the Company* of a notification of cesser. In such cases his/her credit in respect of *purchased notional pensionable service* will be calculated in accordance with sub-paragraph 4.6 of this Appendix.
- 2.9 If a *member* exercises more than one option to purchase *purchased notional pensionable service* each such option will be treated separately.

### 3. PROCEDURE FOR PARTICIPATION

3.1 The following arrangements for payment of purchase contributions shall apply:

- (a) (i) where the purchase option is made at retirement the lump sum contribution will be calculated by reference to *pensionable remuneration*.
- (ii) where the purchase option by way of lump sum contribution is made before retirement the lump sum contribution will be levied on the member's *full-time equivalent salary* at the time of exercise of the option.
- (b) where the purchase option is made by periodic contributions, such contributions will be levied on the actual rate from time to time
  - (i) on a *member's* full-time equivalent salary,
  - or
  - (ii) in the case of a *fully insured member*, his/her *full-time equivalent salary* and *net full-time equivalent salary*

and by reference to the rates of contribution last published by *the Company* immediately before exercise of the option.

- 3.2 Where the purchase option is made before retirement and a *member's* superannuation benefits are calculated by reference to an amount which includes an element other than *retiring salary*, an extra contribution shall be payable, by way of deduction from the *lump sum* or *death gratuity* or *preserved lump sum* or *preserved death gratuity*, in respect of such additional element. The extra contribution will be the equivalent of the contribution, additional to that calculated in accordance with sub-paragraph 3.1 (a) (ii) and 3.1 (b) of this Appendix, which would be payable if:
- (a) at the date of retirement, resignation or death, the *member* had exercised an option to purchase by lump sum an equivalent amount of *purchased notional pensionable service*, and
  - (b) the amount by reference to which the contribution fell to be calculated was equal to the additional element in the *member's pensionable remuneration* and/or *net pensionable remuneration* by reference to which the superannuation benefits were calculated.
- 3.3 Where an extra contribution under sub-paragraph 3.2 of this Appendix falls to be deducted from a *preserved lump sum* or *preserved death gratuity*, and the *preserved lump sum* or *preserved death*

*gratuity* in question falls to be increased by reference to any pension increases granted under Paragraph 13 of this Scheme during the period between resignation and the date on which the *preserved lump sum* or *preserved death gratuity* becomes payable, the extra contribution shall be calculated by reference to an amount equivalent to the additional element at date of resignation as increased by reference to the aforesaid increases.

- 3.4 In the case of an option to purchase *purchased notional pensionable service* by periodic contributions, the contributions shall be at the rate last published by *the Company* immediately before the exercise of the option and levied in accordance with sub-paragraph 3.1 (b) of this Appendix from the date of the *member's* next birthday until the date he/she reaches the age of:
  - (a) 60 years, if the option to purchase to age 60 years is exercised
  - (b) 65 years, if the option to purchase to age 65 years is exercised.
- 3.5 In the case of an option to purchase *purchased notional pensionable service* by lump sum contribution, the contribution levied shall be in accordance with sub-paragraph 3.1 (a) (ii) at the date the option is exercised, and the rate of contribution shall be by reference to the *member's* age next birthday and must be paid within six months of the actual date of exercising the option.
- 3.6 Where a *member* is in receipt of a reduced rate of pay because of absence from employment, the contributions in respect of that period will continue to be calculated in accordance with sub-paragraph 3.1 (b) of this Appendix. No contributions may be made during periods of unpaid absence from employment and the *purchased notional pensionable service* shall be proportionately reduced in any such case. Purchase contributions shall recommence upon return to service at the same rate(s) which applied before the period of unpaid absence.
- 3.7 In order to offset a pro-rata reduction pursuant to paragraph 3.6 of this Appendix to the amount of *purchased notional pensionable service* the *member* initially contracted to purchase, the following options may be exercised:
  - (a) the *member*, at retirement, may purchase the *purchased notional pensionable service* deducted under a separate lump-sum purchase option, or
  - (b) make a single lump-sum payment within six months of the date of return to duty from the period of special leave. The payment due under this option is the amount obtained by:
    - (i) applying the purchase rate(s) the *member* is paying under the purchase agreement(s) to the *full-time equivalent salary and net full-time equivalent salary* applicable on the date the *member* returns to duty, in accordance with sub-paragraph 3.1 (b) of this Appendix, and
    - (ii) multiplying the result at (i) by the number of days on leave without pay divided by 365, or
  - (c) increase by a factor of two the periodic contributions for a period equivalent to the period of leave without pay when the *member* recommences payment of periodic contributions.
- 3.8 In addition to the pro-rata deduction in *purchased notional pensionable service* pursuant to sub-paragraph 3.6, the leave of absence periods itself constitutes a reduction in pensionable service. This additional shortfall in service may be offset by means of a separate purchase agreement either by periodic contribution or lump sum payment as provided for by the rules of this Appendix.
- 3.9 Where a *member* who is purchasing *purchased notional pensionable service* increases his/her work attendance pattern or returns to full-time attendance, and as a result the *purchased notional*

*pensionable service* being purchased exceeds the amount required to bring the *member's* potential reckonable service, by age 60 or 65 as appropriate to 40 years, the contribution rate(s) will be adjusted (or cancelled altogether if required) in accordance with the procedure set out in sub-paragraph 5.6 of this Appendix and any excess contributions (including all contributions if necessary) will be refunded through the payroll system and a deduction in respect of tax will be made in accordance with the requirements of Law.

#### 4. CREDITING OF PURCHASED NOTIONAL PENSIONABLE SERVICE

- 4.1 Subject to sub-paragraphs 4.2 and 4.3 of this Appendix, *purchased notional pensionable service* will be taken into account for the purpose of calculating all superannuation benefits. The *member* concerned must have the requisite minimum *pensionable service* (excluding *purchased notional pensionable service* and notional service granted under the provisions of the An Post Scheme for the Grant of Professional Notional Service for Superannuation Purposes, 1992) to qualify for the benefit in question.
- 4.2 *Purchased notional pensionable service* will not reckon in the calculation of *marriage gratuities*.
- 4.3 In calculating the amount of any *supplementary pension* which may become payable under sub-paragraph 6.2 (b) of this Scheme, no account will be taken of *purchased notional pensionable service*.
- 4.4 Where an award of other notional added pensionable service falls to be calculated by reference to a *member's pensionable service* (e.g. *ill-health notional service*), *purchased notional pensionable service* will not be taken into account for the purposes of the calculation.
- 4.5 If a *member* continues to serve up to the age of 60 or 65 years, as appropriate, and, in case he/she is purchasing by way of periodic contributions, continues to pay such contributions up to that age, the full amount of any *purchased notional pensionable service* he/she has purchased will count as *pensionable service*.
- 4.6 If a *member* who is purchasing *purchased notional pensionable service* by way of periodic contributions ceases to pay such contributions before reaching the age of 60 or 65 years, as appropriate, the amount of *purchased notional pensionable service* to be granted to the *member* will be determined by the formula;

$$\frac{A \times B}{C}$$

where

“A” is the number of years’ *purchased notional pensionable service* which the *member* opted to purchase,

“B” is the period during which periodic contributions have actually been paid, and

“C” is the period during which periodic contributions would have been paid if the *member* had continued to pay such contributions up to the age of 60 or 65 years, as appropriate.

- 4.7 If a *member* who has purchased *purchased notional pensionable service* qualifies for a superannuation benefit (other than a *death gratuity* or a benefit under the An Post Spouses’ and Children’s Contributory Pension Scheme, 1990) which is payable before the age of 60 or 65 years, as appropriate, (e.g. in the case of ill-health retirement), the *purchased notional pensionable service* so purchased - [i.e. the full service purchased by way of lump sum contribution or the proportionate service (calculated in accordance with sub-paragraph 4.6 of this Appendix) purchased by way of periodic contributions] - will be adjusted in accordance with the actuarial reduction factors determined pursuant to paragraph 7 of this Appendix.

- 4.8 If a *member* who has purchased *purchased notional pensionable service* resigns under a Voluntary Severance Scheme, in accordance with paragraph 6.3 (f) of this Scheme, the *purchased notional pensionable service* purchased will not count towards the calculation of the voluntary severance payment.

### 5. REFUNDS

- 5.1 If a *member* who has purchased *purchased notional pensionable service*

- (a) is awarded a *marriage gratuity*, or
- (b) does not qualify for a superannuation benefit and does not transfer *pensionable service* to another organisation for superannuation purposes, or
- (c) retires or resigns before attaining 9 years' pensionable service (as defined in sub-paragraph 1.1 (a) of this Appendix)

all contributions paid under this scheme will be refunded.

- 5.2 Where a *member* who is purchasing *purchased notional pensionable service* ceases to be a *member* having attained 9 years' *pensionable service* but before attaining the minimum service required by Sub-Appendices 1 and 2 in respect of the amount of *purchased notional pensionable service* being purchased, or already purchased, an appropriate refund of purchase contributions will be made so that the amount of *purchased notional pensionable service* actually purchased concurs with the relevant limits in Sub-Appendices 1 and 2.

- 5.3 (a) A member of the An Post Spouses' and Children's Contributory Pension Scheme, 1990 who leaves service (other than on death), does not qualify for *pension* or *preserved pension* and does not transfer service to another organisation will qualify for a refund of his/her contributions for *purchased notional pensionable service* in respect of the An Post Spouses' and Children's Contributory Pension Scheme.
- (b) A member of the An Post Spouses' and Children's Contributory Pension Scheme, 1990 to whom the provisions of the Appendix to that Scheme applies and while unmarried;
- (i) dies in service, or
  - (ii) retires or resigns and does not transfer service to another organisation for superannuation purposes,

will qualify for a refund of his/her contributions for *purchased notional pensionable service* in respect of the An Post Spouses' and Children's Contributory Pension Scheme as follows:-

- (A) if he/she was unmarried during the whole of the period of his/her membership of the Scheme, all contributions paid will be refunded.
- (B) in any other case:
  - (I) if he/she has paid by periodic contributions, all contributions paid since his/her last marriage ended will be refunded,
  - (II) if the payment was made by lump sum contribution, the proportion X/Y of the contribution will be refunded, where "X" is the period (expressed to the nearest day) since the *member's* last marriage ended and "Y" is the period (expressed to the nearest day) since the *member* opted to purchase service, subject to the refund not exceeding the total amount of the contribution.

- 5.4 The rate of contribution in respect of the Spouses' and Children's Contributory Pension Scheme is the rate obtained by subtracting the rate of contribution which would have been paid if the *member* had not been a member of the Spouses' and Children's Contributory Pension Scheme from the rate of contribution actually paid.
- 5.5 A deduction in respect of tax will be made from all refunds of contributions in accordance with the requirements of Law.
- 5.6 If it becomes clear while a *member* is purchasing *purchased notional pensionable service* by periodic contributions that he/she will not qualify for a superannuation benefit in respect of all of the *purchased notional pensionable service* which he/she contracted to purchase, a revised rate of periodic contribution will be calculated based on the *member's* age next birthday on the date of the original option and the maximum period of *purchased notional pensionable service* which would be reckonable. Contributions at the revised rate will commence as soon as possible but excess contributions paid under the former option will be offset against contributions due under the revised purchase option. The amount of the excess contributions under the former option will be equal to the proportion A/B of all contributions paid to date under that option, where "B" is the period of service which the *member* contracted to purchase and "A" is the portion of such service in respect of which the *member* would not qualify for a superannuation benefit.

## 6. LIMITS

- 6.1. The limits outlined in Sub-Appendices 1 and 2 are subject to the overriding restriction that the amount of *purchased notional pensionable service* which may be purchased, together with service which is otherwise reckonable, shall not in any case exceed 40 years. Where the potential actual *pensionable service* at age 60 or 65, as appropriate, is less than 20 years but includes days of service in excess of a complete number of years, a number of days equal to 365 less the excess days in question may be purchased in addition to the appropriate number of years in the second column of the Sub-Appendices.
- 6.2 Where a *member* is entitled to retained benefits for earlier service under another occupational pension scheme, and those benefits are identical to the benefits which would be payable under this Scheme for an equivalent period of service, the maximum number of years of *purchased notional pensionable service* which may be purchased will be the smaller of:
  - (a) the maximum specified in Paragraph 2 of Sub-Appendices 1 or 2, and
  - (b)  $40 - (A + B)$   
where "A" is the *pensionable service* which the *member* would have at age 60 or 65, as appropriate, and "B" is the length of the *member's* pensionable service in the previous scheme.
- 6.3 Where the value of the retained benefits paid or payable is not identical to the value of the superannuation benefits which would be payable under this Scheme in respect of an equivalent period, the *Company*, will decide as to the amount of service which may be purchased.

## 7. GENERAL

The rates of contributions and the actuarial reduction factors applicable from time to time under this Appendix will be such as to ensure that the benefits provided pursuant to this Appendix are self-financing. Purchase of service rates and factors will be reviewed on an ongoing basis and, where necessary, revised rates and factors will be set and published.

**LIMITS ON THE AMOUNT OF SERVICE WHICH MAY BE PURCHASED TO AGE 60**

1. The maximum amount of service which may be purchased depends on the *member's* prospective *pensionable service* and any retained benefits received or receivable by virtue of earlier service under another occupational pension scheme. (Retained benefits mean benefits from a previous pension scheme and include pensions, commutation payments, lump sums, gratuities and refunds of superannuation contributions).
2. For a *member* who would have at least nine years' *pensionable service* (excluding *purchased notional pensionable service* and notional service granted under the provisions of the An Post Scheme for the Grant of Professional Notional Service for Superannuation Purposes, 1992) at age 60 and who is not entitled to retained benefits from a previous pension scheme, the maximum amount of *purchased notional pensionable service* which may be purchased is as follows:-

<i>Pensionable Service (including transferred service but excluding purchased notional pensionable service and professional notional service) which the member would have if he/she remains in service until age 60</i>	<i>Maximum service which can be purchased</i>
20 years or more	Difference between 40 years and <i>pensionable service</i> at age 60
19 years	17 years
18 years	15 years
17 years	13 years
16 years	11 years
15 years	9 years
14 years	7 years
13 years	5 years
12 years	4 years
11 years	3 years
10 years	2 years
9 years	1 year

**LIMITS ON THE AMOUNT OF SERVICE WHICH MAY BE PURCHASED TO AGE 65**

1. The maximum amount of service which may be purchased depends on the *member's* prospective *pensionable service* and any retained benefits received or receivable by virtue of earlier service under another occupational pension scheme. (Retained benefits mean benefits from a previous pension scheme and include pensions, commutation payments, lump sums, gratuities and refunds of superannuation contributions).
2. For a *member* who would have at least nine years' *pensionable service* (excluding *purchased notional pensionable service* and notional service granted under the provisions of the An Post Scheme for the Grant of Professional Notional Service for Superannuation Purposes, 1992) at age 65 and who is not entitled to retained benefits from a previous pension scheme, the maximum amount of *purchased notional pensionable service* which may be purchased is as follows:-

<i>Pensionable Service (including transferred service but excluding purchased notional pensionable service and professional notional service) which the member would have if he/she remains in service until age 65</i>	<i>Maximum service which can be purchased</i>
20 years or more	Difference between 40 years and <i>pensionable service</i> at age 65
19 years	17 years
18 years	15 years
17 years	13 years
16 years	11 years
15 years	9 years
14 years	7 years
13 years	5 years
12 years	4 years
11 years	3 years
10 years	2 years
9 years	1 year



**Pensions Administration**

Block 2B  
General Post Office  
O'Connell Street  
Dublin 1

**Tel** 01 705 7082

**Email** [pensionsadmin@anpost.ie](mailto:pensionsadmin@anpost.ie)