

Fire Brigades Union submission

Home Office Consultation on proposed changes to the Firefighters' Pension Scheme (England) Order 2006.



The Fire Brigades Union (FBU) is the democratic, professional voice of firefighters and other workers within fire and rescue services across the UK. The union represents the vast majority of wholetime (full-time) and retained (part-time, on-call) operational firefighters and operational fire control staff.

A. Introduction

1. The Fire Brigades Union ('FBU') welcomes the proposed changes to retained firefighters' pensions, though noting that they have been a long time coming, with many of its members having retired, or died, since the start of the Matthews litigation.
2. That said, there are some major outstanding issues of principle which still need to be resolved if firefighters who have worked under the retained duty system ('RDS') are to be put in the same position, accepting that the pro rata principle applies, as their wholetime colleagues for the purpose of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ('PTWR').
3. Some of those major outstanding issues of principle should be addressed as a part of this consultation, and in the new regulations for the 2023 Options Exercise. These relate to (i) the exclusion, as matters stand, from the 2023 Options Exercise of RDS firefighters who transferred to the wholetime duty system before 7 April 2000; and (ii) tax issues on contributions – in relation to both the First Options Exercise and the 2023 Options Exercise.
4. Other major outstanding issues concern 'aggregation' and the different benefit structures of the FPS and the modified section of the NFPS. The FBU repeats its position on these issues below, and, whilst it accepts that consideration of these issues should not hold up the 2023 Options Exercise, it urges the Secretary of State to provide her response to the issues the FBU has raised.
5. In this response, the FBU explains its position on these major outstanding issues first, then it outlines its position on two overarching considerations, before providing its answers to the consultation questions.

B. Eligibility to join the modified scheme as part of the 2023 Options Exercise: Retained Firefighters transferring to wholetime before 7 April 2000

6. The consultation document and the draft Rules currently only provide for those with service in the fire service as an RDS firefighter between 7 April 2000 and 5 April 2006 to be eligible to participate in the 2023 Options Exercise. This excludes those with service as a wholetime firefighter between 7 April 2000 and 5 April 2006, and whose uninterrupted prior service includes a period of service as a retained firefighter. For the reasons explained below, there is no warrant for this unjustified exclusion, either in the Memorandum of Understanding entered into between the FBU, the Secretary of State for the Home Department and fire service employers ('MOU'), or as a matter of law.

7. Paragraph 2 of the MOU provides that:

'2. *The parties intend that the second options exercise will provide access to the NFPS for those retained firefighters who, whether Claimants or non-Claimants, fall within one of the following categories:*

(i) *Were employed on any date between 7th April 2000 and 30th June 2000 (inclusive);*

(ii) *Were employed on any dates between 7th April 2000 and 30th June 2000 (inclusive) as well as on any date between 1st July 2000 and 5th April 2006 (inclusive).*

Those retained firefighters who have service within (i) and (ii) are eligible to participate in the second options exercise.....'

8. There is no suggestion in the text of the MOU that it is only those with service as an RDS firefighter between 7 April 2000 and 6 April 2006 who are to be eligible to participate in the 2023 Options Exercise.

9. In any event, the position is entirely clear as a matter of law.

10. At paragraph 22 of *O'Brien (No.2)*, the CJEU held as follows:

'27. *It must be added that a new legal rule applies from the entry into force of the act introducing it, and that, while it does not apply to legal situations that arose and became definitive prior to that entry into force, it does apply immediately to the future effects of a situation which arose under the old law, and to new legal situations. The position is otherwise, subject to the principle of the non-retroactivity of legal acts, only if the new rule is accompanied by special provisions which specifically lay down its conditions of temporal application (see, to that effect, judgment of 26 March 2015, European Commission v Moravia Gas Storage a.s., C-596/13 P, EU:C:2015:203, [2015] 3 CMLR 429, para 32 and the case law cited).*' (emphasis added).

11. Referring to the situation of Mr O'Brien, the CJEU went on to hold at paragraphs 36 and 37:

'36. *Consequently, in a situation such as that in the main proceedings, in which the accrual of pension entitlement extends over periods both prior to and after the deadline for transposition of Directive 97/81, it should be considered that the calculation of those rights is governed by the provisions of that Directive, including with regard to the periods of service prior to its entry into force.*

37. *Such a situation is, in that regard, to be distinguished from the situation, invoked by the United Kingdom Government in support of its arguments, of the colleagues of the appellant in the main proceedings who retired before expiry of the period for transposition of Directive 97/81' (emphasis added).*

12. It is entirely clear from the above that:

(a) a new legal rule (i.e. the application of Part Time Workers Directive) applies from its entry into force;

(b) that new legal rule does not apply to legal situations that arose and became definitive before the new legal rule came into force;

- (c) but the new legal rule applies immediately to the future effect of a situation which arose under the old law; and
 - (d) in the context of accrual of pension rights, the 'situation' becomes 'definitive' when the worker retires.
13. Accordingly, for the pension entitlements of firefighters who transferred from the RDS to whole-time employment before 7 April 2000, their situation becomes 'definitive' only when they retire, not when they transfer to whole-time employment. In accordance with paragraph 27 of the CJEU's judgment, the Part Time Workers Directive therefore applies to such firefighters' service on the RDS for the purpose of their pension entitlement.
 14. The FBU is strongly of the view that those with service (whether as an RDS firefighter, or as a wholetime firefighter) between 7 April 2000 and 6 April 2006 should be permitted to join the modified scheme as a part of the 2023 Options exercise, as provided for both in the MOU and as a matter of law.
 15. This unwarranted exclusion should be remedied in the new Rules when made.

C. Consequences of the different benefit structures under the FPS and the modified section of the NFPS: 'aggregation claims'

16. This section of the FBU's response relates to firefighters who began their employment in the fire and rescue service as an RDS firefighter and then became a wholetime firefighter¹, with the same or a different fire and rescue authority ('FRA'), without a break in service.
17. These cases raise specific issues because the two periods of service should be treated as one, calculated pro-rata in respect of the retained service. The length of a member's pensionable service affects the calculation of an FPS pension in two important respects as outlined below. The same issue arose when proposals for the First Options Exercise were discussed, but were not as acute because the period for which a remedy had to be provided was a little under six years. After *O'Brien* the relevant service is in many instances much longer. We are aware of instances where a member had RDS starting in the early 1970s before moving to wholetime service.
18. The two respects in which length of service are important are as follows:
 - (a) for almost all firefighters, the FPS nominally has a Normal Pension Age (NPA) of 55, but in fact they can take their pension from age 50 provided they have accrued 25 years' pensionable service. That means that the effective NPA for each individual member is between age 50 and 55. The NFPS has an NPA of 55 for special members.
 - (b) The NFPS provides for an accrual rate of 1/45 of final pensionable pay for each year of pensionable service. The FPS provides for an ordinary accrual rate of 1/60 of final pensionable pay for each year of pensionable service and 'fast accrual' after 20 years' pensionable service – i.e. each year of service after 20 years of pensionable service counts as two years of pensionable service, meaning that the annual accrual rate for each year after 20 years' pensionable service is 1/30. The NFPS does not provide for fast accrual.

¹ The FBU acknowledges that different issues arise where a member holds two separate and overlapping contracts of employment, one as an RDS firefighter and one as a wholetime firefighter. The points made here deal with "abutting" contracts only, for the sake of clarity.

19. In the current context, these length of service issues arise principally for those who took up wholetime service before 6 April 2006 and joined the FPS, and who had periods of prior consecutive service as a retained firefighter (Category A). However, they also arise for those who took up wholetime service after 6 April 2006 and joined the NFPS, but who also had periods of uninterrupted prior service as an RDS firefighter (Category B).

Category A:

20. After the First and 2023 Options Exercises, if they take up the option they will be members of the FPS in respect of their wholetime service, and special category members of the NFPS in respect of their prior service as an RDS firefighter. They will have two separate pensions payable at different ages and with a different accrual rate:
- (a) the FPS pension could be drawn from age 50-55 provided that the firefighter concerned leaves all employment with any FRA. The RDS service pension in the NFPS would be deferred until age 60. If the member continues in employment until age 55 the NFPS pension would become payable, but the FPS pension would have been postponed by up to five years with no actuarial uplift.
 - (b) The pro-rated RDS service in the NFPS could not be counted towards the 20 year threshold after which service would count as double.
21. If individuals in this category had been included in the FPS in respect of their RDS as well as their wholetime service, the pension payable from an NPA of age 50-55 and the entitlement to fast accrual (and subsequently total pensionable service) would have been calculated on the basis of the aggregate of their RDS service (calculated pro rata) and wholetime service. That is what would be required to put them in a comparable position to an exclusively wholetime firefighter with the same dates of service.
22. The FBU recognises, however, that paying any pension apart from the accrued FPS pension below the age of 55 would not be possible under the Finance Act 2004 without incurring substantial tax charges. If the retained element of the accrued pension is to be paid any earlier, it would have to be treated as a right to payment from the FPS, and that right would have to have existed before 6 April 2006.
23. The FBU suggests that the McCloud remedy “deferred choice underpin” provides an analogous solution which could be adopted. At the point of retirement:
- (a) the member’s FPS pension would become payable in the ordinary way.
 - (b) A comparison would be made between (i) the pension that the firefighter has accrued in the NFPS as a special member, and (ii) the value of the additional pension that would have accrued in the FPS if the additional pensionable service had taken the member beyond the 20 year threshold for fast accrual. If the value of (ii) is higher than (i), a top-up pension would be paid out of the NFPS.
 - (c) That would still not permit any part of the NFPS pension to be paid before age 55 however. If the member would have been entitled to retire below the age of 55 had the retained service been treated as reckonable in the FPS, an amount equal to the value of the “missing” NFPS pension between the date of retirement and age 60 would be paid as an actuarially calculated compensatory lump sum.

Category B:

24. After the First and 2023 Options Exercises, assuming they take up the option, these members will be members of the NFPS only. They will be special category members of the NFPS for service before and after 6 April 2006. They will therefore have a single aggregated period of membership in the NFPS.
25. A comparable firefighter with exclusively wholetime service, whose service began on the same date as the individual in Category B started RDS service, would have been able to join the FPS at the start of their employment. They would have aggregated membership in the FPS, and would be entitled to the benefit of being able to retire at age 50-55 with a pension based on their full service, and to fast accrual after 20 years of pensionable service.
26. The individual in Category B should be entitled to the same pension benefits, calculated pro rata for their part-time RDS service, as the comparable wholetime firefighter.
27. The FBU again recognises the problems that arise under the Finance Act 2004, and suggests adopting a solution that is analogous to the McCloud remedy. At the point of retirement:
 - (a) A comparison would be made between (i) the pension that the firefighter has accrued in the NFPS as a special member, and (ii) the value of the pension that would have accrued in the FPS if he or she had been treated as a member of the FPS from the date when their RDS service started. If the value of (ii) is higher than (i), a top-up pension would be paid out of the NFPS.
 - (b) That would still not permit any part of the pension to be paid before age 55. If the member would have been entitled to retire below the age of 55 had the retained service been treated as reckonable in the FPS, an amount equal to the value of the “missing” pension between the date of retirement and age 55 would be paid as an actuarially calculated compensatory lump sum.
28. The FBU makes the point that in both Category A and Category B cases, the number of members concerned and the amounts in issue are likely to be relatively small. An ex-post-facto check such as the McCloud remedy envisages will be the most cost-effective means of remedying aggregation claims, if the alternative is wholesale re-writing of the FPS rules (and dealing with further litigation).

D. Over-arching considerations

End-date of the extended limited period

29. The FBU notes that there is some doubt as to whether the extended limited period should be 31 March 2022 or 31 March 2015 (consultation paper paragraphs 5.14 and Part 1 draft Rule 2). The FBU believes that it should be 31 March 2022.
30. It understands that the issue is not a question of principle but the interaction with the McCloud remedy, but having said that it is not at all clear why paragraph 5.14 refers to proportionality as well as necessity. Compliance with the requirements of the PTWR as explained in *O'Brien* is a matter of necessity alone.
31. It should be recognised that, after “Roll Back” under the Public Service Pensions and Judicial Offices Act 2022 (‘PSPJOA’), until 31 March 2022 the RDS firefighters who will participate in the 2023 Options Exercise (a) might be special members of the NFPS, (b) might be standard members of the NFPS or (c) might not be members of any firefighters’ pension scheme at all. “Roll Back” operates in a different way for each group.

- (a) *Members who were special members until transfer to the 2015 Scheme:* these are members who were 'fully protected' from the exclusion made under s.18 of the Public Service Pensions Act 2013, or should have been treated as fully protected. Either they continued to be special members throughout the McCloud remedy period, or as a consequence of Roll Back will be entitled to have this period of service treated as special membership. No issues arise under the PSPJOA or the NFPS Rules.
 - (b) *Members who were standard members:* with effect from 1 October 2023, these members will Roll Back into standard membership of the NFPS under s.2 of the PSPJOA, but the PSPJOA will not provide them with any option to convert their standard membership into special membership.
 - (c) *Members who were not participating in any firefighters' pension scheme:* these are members who chose not to take up standard membership of the NFPS when they joined the fire and rescue service as an RDS firefighter, and chose not to take up special membership under the First Options Exercise (or who were not informed that they could do so). They have no "remediable service" within the meaning of s.1 of the PSPJOA. Their service in the McCloud remedy period might be "opted out service" within the meaning of s.36 (although that is doubtful), but any application to reinstate this period as special membership under s.5 and draft regulation 5 of the Firefighters' Pensions (Remediable Service) Regulations 2023 must be refused because the reason for opting not to take up special membership was not a relevant breach of a non-discrimination rule.
32. These provisions are particularly pertinent for RDS firefighters who retired or left the fire and rescue service in 2015-2022, who were (or should have been) given an option to take up special deferred or pensioner membership under the First Options Exercise, but did not do so either because their RDS service since 1 July 2000 was trivial or because they were not told that they could. The McCloud remedy will not provide them with a route into special deferred or pensioner membership.
33. In any event, the end-date should not end when a member joined as a standard member, had the opportunity to convert standard membership to special membership, but chose not to do so (paragraph 5.17(a) of the consultation document and the revised definition of 'extended limited period' in Part 1 Rule 2(1) as amended). What considerations an RDS firefighter might have had in mind in 2014/15 cannot be known, and might have been affected by the thought that their retrospective special membership was limited to service after 30 June 2000. No doubt if that were not the case they will make the same decision in the 2023 Options Exercise.

Tax issues relevant to the 2023 Options Exercise

34. The FBU broadly accepts the principle contained in the consultation document and Pt.11 draft Rule 6D for the 2023 Options Exercise involving comparison with a 'compensation scenario'. In particular, the FBU endorses the approach in Part 11 draft Rule 6D(3)(a) that the 'compensation scenario' envisages that the special member joined the modified scheme on the first day of the mandatory special period.
35. However, the consequences of the comparison of the member's situation when they actually make the backdated contribution to their particular 'compensation scenario' raises issues that are not addressed in the consultation and draft regulations, as follows:
- (a) no mention is made in the consultation document or the draft Rules of the impact of the annual allowance on backdated contributions to be paid as part of the 2023 Options Exercise. The 'compensation deduction' payable under Part 11 draft Rule 6D should take into account the fact that the incidence of the annual allowance on backdated pension contributions arising out of participation in the 2023 Options Exercise will necessarily

place some members in a less favourable position than they would have been in if the contributions had been paid throughout their service; and

- (b) for those who will be entitled to immediate payment of backdated additional pension plus interest arising out of the 2023 Options Exercise, there will be individuals who will move into the higher rate tax band, especially where they are in receipt of other pensions or income. That is likely to be a common situation since almost all RDS firefighters have a separate main occupation. Had the backdated pension plus interest been paid from the date of retirement, higher rate tax would not have been payable.

- 36. Members need to be compensated for both of these incidences if they are to be adequately compensated by reference to the 'compensation scenario', and their legal entitlement under the PTWR.
- 37. Both of these issues should be addressed by including express reference to them in the 'compensation scenario' at Part 11 draft Rule 6D(3) and requiring them to be taken into account for the purpose of the 'compensation deduction' to be deducted from the member's special period contributions. Parallel provisions are made in connection with the McCloud remedy in the Public Service Pensions (Exercise of Powers, Compensation and Information Directions) 2022, which could be borrowed.
- 38. The FBU also questions why the default rate tax rate is set at 20% (Part 11 draft Rule 6D(4)). It appears to have been picked as the current basic rate of income tax: the basic rate applicable in relevant periods (which might be as high as 35%) is a known quantity and ought to be applied without requiring the member to supply evidence.

Outstanding tax issues from the First Options Exercise

- 39. A mechanism such as that provided for in Part 11 draft Rule 6D was not available in relation to contributions paid during the First Options Exercise. In particular, the FBU is aware of many situations in which its members were not able to obtain tax relief, in particular where they were higher rate taxpayers for any part of the mandatory special period.
- 40. The consultation document acknowledges that, absent specific measures, individuals may well not be able to claim tax relief for contributions paid in the 2023 Options Exercise. The same applies to contributions paid under the First Options Exercise. Measures will be required in relation to those who (a) took part in the First Options Exercise and who can also take part in the 2023 Options Exercise, and (b) who took part in the First Options Exercise and are not eligible to take part in the 2023 Options Exercise. This is particularly important since tax years prior to the last four are "closed" for HMRC's purposes. Unless these regulations deal with tax relief foregone in closed tax years, it will not be obtainable.
- 41. The FBU expects the overwhelming majority of claims for consequential loss in accordance with paragraph 15(a) of the MOU to concern outstanding tax issues from the First Options Exercise. The opportunity should be taken to remedy these in the new draft regulations.

Information requirements

- 42. The FBU's experience of the First Options Exercise is that many of its members were not informed of their eligibility to participate in the First Options Exercise by their employing FRA. The FBU has pointed out before that one FRA, at least, failed completely to conduct the First Options Exercise. To avoid repetition with the 2023 Options Exercise, FRAs should be required to use their best (not "reasonable") endeavours to notify all persons eligible to take part in the 2023 Options Exercise. This should include not only writing to the addresses that the FRAs hold for all known current and former retained firefighters with service between 7 April 2000 and 5

April 2006, because it would not be at all surprising if a person has moved house over the course of the last few decades. FRAs could and should consult the National Insurance Contributions Office (NICO) or engage the services of a tracing service.

43. So far as historic pay and service data is concerned, the FBU is aware from its solicitors that HMRC holds historic employment data going back to the 1960s or 1970s. It should not be open to an FRA that does not hold records of a person's service to determine that the person does not have service within that period unless and until it has made appropriate enquires of HMRC.
44. For that reason, hard deadlines such as the one contained in Part 11 draft Rule 6B(13) should be avoided. Obtaining data from NICO or from HMRC might be time-consuming and beyond the control of any FRA or firefighter.

...

Specific Questions

Q1 Are the categories of individuals that have been identified as being eligible to join the modified scheme as part of the 2023 Options exercise appropriate.

A1 No.

Explanation:

1. For the reasons given in section B above, eligibility should include those with service (whether as an RDS firefighter or wholetime firefighter) whose period of uninterrupted prior service includes a period of service as an RDS firefighter.

Q2 Do the categories of individuals that have been identified as being eligible to join the modified scheme as part of the 2023 Options Exercise include everyone who ought to be included.

A2 No.

Explanation:

2. See answer A1 and the reasons in section B above.

Q3 Do the proposed amendments to the Firefighters' Pension Scheme (England) Order 2006 achieve the policy intention of ensuring all individuals in Cohort 1 can purchase any of their uninterrupted retained service in the modified scheme and place these members in the position they would have been in had they been entitled to purchase their service at the time?

A3 No.

Explanation:

3. The FBU makes the following general points which apply to each of cohorts 1, 2 and 3:
 - (a) as already explained, the FBU does not consider that cohort 1 is correctly defined by reference to those with prior uninterrupted service including service a retained firefighter who took up wholetime employment before 7 April 2000;
 - (b) the FBU emphasises that putting its members in the position 'they would have been in had they been entitled to purchase their service at the time' means putting them in the position they would have been in at the start of the mandatory special period. It necessarily

follows that the tax issues identified in section D need to be resolved – both in relation to the First Options Exercise and the 2023 Options Exercise;

- (c) members affected by the issues concerning the different benefit structures of the FPS and the NFPS outlined in section C will not have been put in the same position as they would have been in if they had made the contributions at the start of the mandatory period until those issues have been resolved.

Q4 Do the proposed amendments to the Firefighters’ Pension Scheme (England) Order 2006 achieve the policy intention of ensuring all individuals in Cohort 2 can purchase any of their uninterrupted retained service in the modified scheme and place these members in the position they would have been in had they been entitled to purchase their service at the time?

A4 No

Explanation:

- 4. The FBU repeats the general points made in its answer to Question 3.
- 5. The FBU accepts that individuals should be able to purchase uninterrupted service up to 31 March 2000.

Q5 Do the proposed amendments to the Firefighters’ Pension Scheme (England) Order 2006 achieve the policy intention of ensuring all individuals in Cohort 3 can purchase any of their uninterrupted retained service in the modified scheme and place these members in the position they would have been in had they been entitled to purchase their service at the time

A5 No

Explanation:

- 6. The FBU repeats the general points made in its answer to Question 3.
- 7. The FBU notes that paragraph 5.6 of the consultation document, and Part 11 draft Rule 5B(3)(b) refers to FRAs having complied with Rule 5A(4), and Rule 5A(13) or Rule 6C(4) of Part 11. Though different from the text of the MOU, the FBU takes no issue with this.
- 8. It will be necessary for the FBU to have the opportunity to review the draft guidance referred to.
- 9. The FBUI does not accept that those in cohort 3 should only be able to purchase service back to 31 March 2015 for the reasons set out in section D.

Q6 Are there changes to the proposals required for those who are entitled to both the Matthews remedy and McCloud/Sargeant remedy simultaneously?

- 10. The FBU repeats the comments made in Section D above.
- 11. There is no doubt that affected firefighters will find getting information about the 2023 Options Exercise and the McCloud Remedy confusing – both are complicated subjects.
- 12. Although not a matter for legislation, the FBU believes that any leaflets or letters should carefully emphasise the difference between what is being sent for information and action at a later date (i.e. the election they can make under the McCloud remedy deferred choice) and the information provided which requires a positive step to be taken now. Keeping communications about McCloud and the Second Options Exercise separate would be helpful.

Q7 Do the proposed changes to the special death grant and additional death grant sufficiently address the scenario where the deceased member had pre-2000 service?

A7 Yes

13. The FBU notes that the amounts of the special death grant and additional death grant are derived from “broad range and capital value of survivor pensions” (footnotes to paragraphs 5.36 and 5.40). The FBU would like to know how these have been evaluated before commenting on whether the amounts are appropriate.
14. The FBU repeats the point made above, that “hard deadlines” must be avoided. That is particularly the case for survivors, since tracing them is likely to be particularly difficult. The deadlines in Part 5 draft Rule 1B are unnecessary and should be removed.
15. For the reasons stated above, FRAs should use their best endeavours to find information about a deceased firefighter’s past pay. The FRA’s own records may well not be a sufficient resource, and it is highly unlikely that a surviving widow or civil partner will be able to pinpoint what the deceased was paid.
16. The FBU makes the same points in answer to Questions 9 and 10.

Q8 Are there any additional points not covered in this consultation paper that need to be considered as part of the proposed changes to the Firefighters’ Pension Scheme (England) Order 2006?

Information requirements

17. Although it may not be a matter for legislation the FBU recognises that dealing with the 2023 Options Exercise will be complicated. Standards of administration varied significantly from one FRA to another during the First Options Exercise. The FBU trusts that the Home Office will provide guidance, templates etc. which the FBU would like to have the opportunity to comment on.
18. To avoid the situation where an FRA might not stick to timelines (or fail to deal with the exercise altogether) the FBU suggests that the Home Office should require FRAs to report on the progress they are making at appropriate intervals.

Contracting out

19. The FBU notes that members who have suffered a loss because it is not possible to unwind their GMP will be compensated on a case-by-case basis. More detail on how that will be done is needed, particularly so that the legislative basis for paying compensation is clear.

AVCs

20. The points made in Section C are repeated. If an RDS firefighter had been admitted to the FPS, as they should have been, AVCs paid would have been applied to purchase additional pensionable service. That is no longer possible, and how AVCs paid will be treated needs explanation.

Q9 The scheme will also provide an additional top up to the special death grant in respect of an individual’s pre-7 April 2000 service. The Special death grant will provide eligible survivors with a single lump sum payment equal to 0.1 times the deceased member’s pensionable pay for each full qualifying year of service that the deceased member had prior to 7 April 2000. Do you agree with this policy?

A9 See answer to question 7.

Q10 **Members who joined the modified scheme as part of the 2014 Options exercise and who have pre-July 2000 service but have subsequently died will receive an additional death grant in relation to such members' pre-July 2000 service. The additional death grant will provide eligible survivors with a single lump sum payment equal to 0.1 times the deceased member's pensionable pay for each full qualifying year of service that the deceased member had prior to 1 July 2000. Do you agree with this policy?**

A10 See answer to question 7.

Q 11 **It is proposed that where there is an absence of pay data for pre-July 2000 membership, FRAs can assume that the retained firefighter earns 25% of the pay of a WT firefighter, and that they will be employed at the rank of a firefighter. Do you agree with this policy?**

21. The FBU understands this to be a question about service data rather than pay data – pay scales for relevant periods are available.
22. The FBU can see why this is regarded as sensible solution.

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