1. Introductions and Apologies

There were no apologies.

2. Purpose of meeting

AF thanked everyone for attending and recapped that at the last meeting, there were a number of questions posed by MM and MC following the information that had been shared with them. She said that MG was in attendance at the second meeting to respond to those questions and any information requests would be taken away.

At the first meeting, MC had asked whether the 330 USS members, who, based on their profile would be aged 55 or over in the period up to 31 July 2018, would face an actuary reduction from April 2016 to July 2018 should they retire early.

MG explained that the intention was to protect those members up to 31 March 2016 because both sections of the scheme closed on 1 April 2016 and the new scheme was brought in with different rules.

MC asked how members’ protection was lost if they still had the same contract at the moment.

MG responded, the protection was a voluntary benefit that the College had introduced. Once the USS scheme had changed, she said, it was quite unfair to continue providing protection for benefits that were deferred.

MC said she thought there was a contractual right for people to be able to retire early.

MG replied, in the Core Terms and Conditions it stated that people could retire early. The College had made a decision to maintain people’s rights on a voluntary basis. She confirmed that there were no pension scheme rules that required the College to do this.

MC checked her understanding that when the College stopped recognising the removal of the retirement age, that was a voluntary decision. She went on to say that in March 2016 when the changes were made, people were not notified.
MG responded, it was communicated but people were not notified individually of the contractual change.

MC pointed out that people would have been planning for a particular scenario.

MG replied, that was why pay protection was offered.

AF clarified, MC’s concern was that people may want to retire within the transitional period and may have a reduction.

MG advised, they would have a reduction from April 2016 to July 2018. She confirmed, from October 2011 to 31 March 2016 would be the unreduced period funded by the College.

MC queried what would happen in the case of someone under 60 retiring in 2018 and for what period the reduction would be.

MG responded, it was a purely voluntary decision to retire early and anything before 60 has never been compensated.

At the first meeting, MC had asked whether the Contractual Pension Age (CPA) was included in the contract and she explained that the CPA was used to inform USS of people able to retire before the age of 60.

MG advised that the reason USS quoted the CPA was because prior to October 2011 USS had a normal pension age of 65 but continued to pay unreduced benefits in respect of members whose Institutional earliest retirement date was 60, i.e. CPA. She explained that this changed in October 2011 so they stopped recording the CPD and maintaining unreduced benefits. She stated that early retirement came under the voluntary employer payment and not the mandatory employer payment as it was a purely voluntary act on the part of the College to fund the maintenance of unreduced benefits until April 2016.

In relation to MC’s request to see a copy of the membership form that was sent to USS with a CPA or CPD date included, MG confirmed that she was trying to find some kind of certificate to share. MC considered that it was no longer relevant based on MG’s explanation above.

AF had agreed at the last meeting to confirm the dates when other HEIs had implemented the change. MG advised that she was awaiting this information and would share it as soon as it was received.

Action: MG

At the last meeting, MM asked whether, of those who were eligible, it was known how many of them would retire.

MG advised that she was checking the figures and would share them as soon as possible.

Action: MG

AF referred to the draft email that was to be sent out to staff and she provided MM and MC with an updated version to comment on. She agreed to also send them an electronic version.

Action: AF
MC commented, the period between 2016 and 2018 was not mentioned in the email. She said, on reading the email, she would not understand that a further reduction would be applied prior to the period mentioned. She continued, it needed to be pointed out to people that in a way it was retrospective because the contract change was being made now but peoples benefits were being affected prior to the change.

MG remarked, there was no mention of peoples benefits in the Core Terms and Conditions, it only mentioned early retirement and not pension. She went on to say that the scheme’s normal pension age was 60 in 2006. The College’s retirement age had always been 65 with the option to retire at 60. There was never any linkage to pension, she added. She advised that she would be producing a list of FAQs to assist people.

AF said that it was a very difficult thing to explain to people.

MM agreed that the email should not be lengthy as people would not read it. He asked if the group could go on to discuss the figures in the minutes of the last meeting in terms of the different groups of individuals.

MG clarified that the 330 group were those who were 55 or over who were eligible to retire now up to July 2018. She explained that those people had the option to take their benefits with the transitional arrangements. The 1376 group were those who would not get the offer of transitional arrangements but would still be affected.

MC checked her understanding that someone who fell into the 330 group who retired during the specified period at age 60 would not get a reduction.

MG confirmed that was correct for those aged 60-65.

MM remarked, the pay protection offered by the College was a voluntary scheme and management had decided not to continue it because of harmonisation and equity. He added, it was UCU’s view that there was also a financial motive. The College did not have to make this change, he said.

AF responded, it was not in line with the College’s ethos and all staff should receive the same benefits. There was a need to ensure that all staff were treated in the same way, she said.

MC said that a relatively small number of people were affected if those protected by USS were excluded. She continued, of that number, 330 people were moving towards retirement in any case. She asked whether the change could be brought in more gently to ease the transition period.

MM stressed that a lot of people had made plans and needed a longer period of transition. He considered that five years would be more reasonable than one year. This was not a one-off hit that people could recover from, he remarked. He continued, a longer period would give people more knowledge that the College was taking their difficulties into account and it might not cost the College very much. The issue of equality was still being addressed, he said.

AF responded, the College would be continuing to treat people differently for quite a long period of time. There were members of the SAUL and NHS pension schemes who would also be treated differently, she
said. This was a benefit where people were being treated differently when they retired, she said. The College ethos towards benefits was that everyone was treated the same, she said, and this particular benefit went against that.

MM commented, a transitional period would not take away the College ethos.

AF considered that differential benefits over five years was too long a period of time.

MG remarked, the situation would become worse the longer it was left.

MC said, no one had been notified previously that this voluntary benefit had stopped. For anyone who had been planning for their retirement, it would be unfair to have this sprung upon them for them to be able to adjust. There needed to be some recognition that the College should have communicated with members when the policy was changed. Furthermore, she added, it was not communicated well in 2016 and that should be taken into account. She said she thought that there was some justification for a middle ground.

AF acknowledged her union colleagues’ views with regards to a gentle transition period, however, she said she felt that five years was too long. She agreed to take their comments away for consideration.

Action: AF

AF asked MM and MC whether they were making a counter proposal at that stage or if they would wait for further information.

MM responded, UCU wanted no change at all, otherwise they wanted a gentle transition. Those were UCU’s two positions, he confirmed. He added that the figures they had requested would be helpful.

MC raised the question of avoiding redundancies. The issue, she said, was that there was flexibility with the current policy and the change would remove that flexibility.

MG confirmed that the change would have no impact at all in terms of redundancy. Individuals were offered a package and it was up to that person whether they accepted it or not.

MC checked her understanding that it did not affect the College offering voluntary redundancy.

MG confirmed that it did not, from a pensions perspective. The Pensions Office would always quote figures to individuals before they made their decision. She continued, anyone who came into the transitional period who were facing redundancy would be treated the same as anybody else.

MC asked whether, apart from the paragraph in the email about the pensions changes, there was anything else that would be changed in the contract that would have a negative impact on people.

AF responded, no.

MM checked that the Pensions Office would be sending further information to the group of 330 members who were referred to in the last paragraph of the email.
MG replied, she was trying to obtain an estimate of what the change would mean to each person and would issue individual calculations in April.

**Next meeting:**
Monday 10 April