



STATUTORY INSTRUMENTS.

S.I. No. 18 of 2014



ELECTRICITY SUPPLY BOARD (SUPERANNUATION) ORDER 2014

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I, PAT RABBITTE, Minister for Communications, Energy and Natural Resources, in exercise of the powers conferred on me by section 5 of the Electricity Supply Board (Superannuation) Act 1942 (No. 17 of 1942), and having consulted with the Minister for Public Expenditure and Reform, hereby order as follows:

1. This Order may be cited as the Electricity Supply Board (Superannuation) Order 2014.

2. In this Order:

“Act of 1942” means the Electricity Supply Board (Superannuation) Act 1942 (No. 17 of 1942);

“Board” means the Electricity Supply Board;

“Minister” means the Minister for Communications, Energy and Natural Resources;

“scheme” means the superannuation scheme prepared by the Board pursuant to section 4 of the Act of 1942.

3. The scheme submitted to the Minister by the Board pursuant to section 5(1) of the Act of 1942 (the terms of which scheme are set out in the Schedule) is confirmed.

SCHEDULE

Terms of Superannuation Scheme

The Electricity Supply Board in exercise of the powers conferred on it by the Electricity Supply Board (Superannuation) Act, 1942 hereby makes a superannuation scheme as embodied in the following regulations:-

PART ONE — INTERPRETATION

1. Definitions

1.1 In this Scheme which may be cited as The ESB Defined Benefit Pension Scheme (the “Scheme”) unless inconsistent with the subject or context, the following words or expressions shall have the following meanings:

- (a) “**Account**” means any of the accounts into which the Fund may from time to time be divided under Rule 20.1.

Notice of the making of this Statutory Instrument was published in “Iris Oifigiúil” of 31st January, 2014.

- (b) The “**Act**” means the Electricity Supply Board (Superannuation) Act, 1942.
- (c) The “**Actuary**” means the actuary from time to time appointed by the Board for the purpose of the Scheme.
- (d) “**Added Service for Ill-Health**” means additional Reckonable Service granted by the Committee under Rule 32.5.
- (e) “**Age**” on any date means age of Member at that date.
- (f) “**Apprenticeship Service**” means service in the Board as an apprentice which is reckonable under Rule 32.1.
- (g) “**Approved Organisation**” means an organisation approved under Section 4 of the Superannuation and Pensions Act, 1963 (No. 24 of 1963).
- (h) The “**Board**” means the Electricity Supply Board.
- (i) “**Casual or Temporary Service**” means Casual or Temporary Service in the Board prior to admission to the Scheme which is reckonable under Rules 30.1, 31.1 or 31.2.
- (j) “**Civil Partner**” in relation to a deceased Member means the Member’s Civil Partner within the meaning of the Civil Partnership Act with effect on and from:
 - (i) 23 December 2010 in the case of a party to whom Section 5 of the Civil Partnership Act applies, or
 - (ii) 1 January 2011 in any other case.
- (k) “**Civil Partnership Act**” means the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010.
- (l) The “**Civil Service**” means the Civil Service of the State or the Civil Service of the Government.
- (m) The “**Committee**” means the Electricity Supply Board General Employees Superannuation Committee for the time being duly appointed for the purpose of the Scheme.
- (n) “**Compound Interest**” means compound interest calculated as set out in Rule 40.
- (o) “**Contributing Member**” means any person admitted to membership of the Scheme prior to 1 January 2011 who for the time being contributes to the Fund.

- (p) “**Co-ordinated Member**” means a Member who is fully insured for the State Pension (Contributory) under the Social Welfare Acts in respect of his employment with the Board.
- (q) “**Defined Contribution Scheme Member**” means a General Employee who:
 - (i) joined the Scheme on or after 6 April 1995, and
 - (ii) was a Member of the Scheme on 31 December 2011, and
 - (iii) opted by 30 November 2011 to cease to be a Contributing Member and to join the ESB Defined Contribution Pension Scheme with effect on and from 1 January 2012, and
 - (iv) did not accrue benefits under the Scheme in respect of any Reckonable Year, and
 - (v) have left their contributions in the Fund.
- (r) “**Dependent Child**” means the child or legally adopted child or step-child of any Contributing Member or retired Member or deceased Member who is:
 - (i) under 16 years of age or, if still pursuing a fulltime course of education, under 21 years of age, or
 - (ii) incapacitated by reason of mental or physical infirmity from maintaining himself for as long as such incapacity lasts, or
 - (iii) under 21 years of age and is undergoing instruction or training by any person or employer for any vocation, profession, or trade, being instruction or training approved of by the Committee for the purpose of the Scheme and is not in receipt of emoluments from the said person or employer which are of such an amount as would, in the opinion of the Committee, make him self-supporting.
- (s) “**Disability Benefit**” means the personal rate of disability benefit payable under the Social Welfare Acts, 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.
- (t) “**EirGrid**” means the public limited company, of that name, established under Section 34 of the European Communities (Internal Market in Electricity) Regulations, 2000 (Statutory Instrument No 445 of 2000).
- (u) The “**EirGrid Committee**” means the committee constituted under the EirGrid Scheme.

- (v) The “**EirGrid Regulations**” means the European Communities (Internal Market in Electricity) Regulations, 2000 (Statutory Instrument No 445 of 2000).
- (w) The “**EirGrid Scheme**” means the superannuation scheme or schemes to be made by EirGrid under Regulation 17(1) of the EirGrid Regulations.
- (x) “**ESB Defined Contribution Pension Scheme**” means the scheme established by a Trust Deed dated 30 September 1991 (as amended from time to time) under its then name The ESB Subsidiary Companies Pension Scheme and now known as the ESB Defined Contribution Pension Scheme.
- (y) “**ESB Manual Workers’ Superannuation Scheme**” means the scheme which was established in compliance with section 4 (1) (b) of the Act for the provision of retirement benefits to those who were employed by the Board as manual workers.
- (z) “**Failure of Health**” means such a failure of health, mental or physical, as in the opinion of the Board incapacitates a Member from doing his ordinary work in the service of the Board, provided that where the Committee so requires, the failure of health shall be determined by a medical referee agreed upon between the Board and the Committee in each case.
- (aa) “**Final Pensionable Salary**” means the Pensionable Salary being received by a Former Contributing Member at the Member’s Normal Retiring Date or earlier date of leaving service and ending on that date, provided that
 - (i) if the Former Contributing Member’s Pensionable Salary has been altered during the five years preceding the aforesaid date of retirement as a result of promotion or of the payment to him of pensionable emoluments in addition to his annual rate of basic remuneration, “Final Pensionable Salary” shall, if the Committee so think fit, mean whichever is the greater of the following two amounts that is to say:
 - (A) the amount of the average yearly Pensionable Salary received by the Member, during the said five years
 - (B) the amount of Pensionable Salary which would have been received in the year immediately preceding the said date of retirement and ending on that date if the herein-before mentioned promotion or payment had not been made,
 - (ii) if the Former Contributing Member has been absent on leave at reduced pay or without pay during any part of the herein-before mentioned year or five years as the case may be “Final

Pensionable Salary” subject as aforesaid shall be calculated by reference to the full rate of Pensionable Salary which would have been payable had the Member not been so absent.

- (iii) The provisions of part (i) of this Rule shall apply in the case of the incumbent office holder, on 14 July 1999, of the position of Chief Executive of ESB except that a period of three years shall be substituted wherever a period of five years is mentioned in part (i) of this Rule.
- (bb) “**Final 2011 Pensionable Salary**” means the Pensionable Salary being received by a Contributing Member or Defined Contribution Scheme Member at 31 December 2011, provided that:
 - (i) if the Member’s Normal Retiring Date or earlier date of leaving service due to ill health or dying in service occurs during the three Reckonable Years 2012 to 2014 (both years inclusive) and if the Member’s Pensionable Salary at 31 December 2011 has been altered prior to 1 January 2012 during the three years preceding the aforesaid date of retirement as a result of promotion or of the payment to him of pensionable emoluments in addition to his annual rate of basic remuneration, Final 2011 Pensionable Salary” shall, if the Committee so think fit, mean whichever is the greater of the following two amounts that is to say:
 - (A) the amount of the average yearly Pensionable Salary received by the Member, during the said three years being 1 January 2009 to 31 December 2011, or
 - (B) the amount of Pensionable Salary as calculated prior to 31 December 2011 which would have been received in the year immediately preceding the said date of retirement or leaving service due to ill health or death and ending on that date if the hereinbefore mentioned promotion or payment had not been made,
 - (ii) if the Member’s Normal Retiring Date or earlier date of leaving service due to ill health or dying in service occurs during the three Reckonable Years 2012 to 2014 (both years inclusive) and if the Contributing Member or Defined Contribution Scheme Member has been absent on leave at reduced pay or without pay during any part of the immediately preceding year or three years as the case may be “Final 2011 Pensionable Salary” subject as aforesaid shall be calculated by reference to the full rate of Pensionable Salary at 31 December 2011 which would have been payable had the Member not been so absent,

- (iii) the provisions of (i) and (ii) shall cease to apply at 31 December 2014.
- (cc) “**Final Net Pensionable Salary**” means for the purposes of calculating spouses’ and children’s pensions in respect of a Co-ordinated Member who is a Former Contributing Member, the amount by which Final Pensionable Salary exceeds the rate of State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children, and for the purposes of all other Rules in respect of a Co-ordinated Member who is a Former Contributing Member, the amount by which Final Pensionable Salary exceeds twice the rate of State Pension (Contributory) payable as aforesaid, being received by a Contributing Member who is a Former Contributing Member at the Member’s Normal Retiring Date or earlier date of leaving service and ending on that date.
- (dd) “**Final 2011 Net Pensionable Salary**” means for the purposes of calculating spouses’ and children’s pensions in respect of a Co-ordinated Member who is or was a Contributing Member on 1 January 2012 or who is a Defined Contribution Scheme Member, the amount by which Final 2011 Pensionable Salary exceeds the rate of the State Pension (Contributory) payable at 31 December 2011 to a person who has no adult dependant or qualified children, and for the purposes of all other Rules in respect of a Co-ordinated Member who is or was a Contributing Member on 1 January 2012 or who is a Defined Contribution Scheme Member, the amount by which Final 2011 Pensionable Salary exceeds twice the rate of the State Pension (Contributory) payable as aforesaid at 31 December 2011.
- (ee) “**Former Contributing Member**” means any person who had contributed to the Fund prior to 1 January 2012 and has left the service of the Board prior to that date.
- (ff) “**Former Manual Member**” means a Member who immediately before 1 October 1981 was a member of the ESB Manual Workers’ Superannuation Scheme, and who elected to transfer to the Scheme with effect from 1 October 1981.
- (gg) “**Full-Time Hours**” for any employee of the Board means not less than 39 hours per week, or not less than such other number of hours per week as the Board may from time to time determine, and the Board may determine different numbers of hours per week for different employees or different classes of employee.
- (hh) The “**Fund**” means the fund established for the purpose of this Scheme as provided by the Regulations of the Minister.
- (ii) “**General Employee**” means (1) any person, aged 16 years or over in the employment of the Board at or prior to 31 December 2010

who under the terms of his employment is ordinarily expected to work at least 20% of Full-Time Hours, (2) any other employee who may be classified by the Board prior to 1 January 2011 as a General Employee for the purpose of the Scheme, (3) former members of ESB Manual Workers' Superannuation Scheme who were in receipt of benefits from that scheme on 31st March 1982 and whose benefits with effect from 1st April 1982 became payable from this scheme and (4) any Member who was a Former Manual Member, and who on 31 December 2010 is in the service of the Board.

- (jj) “**Index**” means the Consumer Price Index (All items) published by the Irish Central Statistics Office or if the Index is not published at the relevant time or has ceased publication, any other index as the Committee shall determine, or if the Index is compiled in a substantially different manner, any other index as the Committee may determine to correspond as nearly as may be to the Index if it had continued in its previous form.
- (kk) “**Invalidity Pension**” means personal rate of invalidity pension payable under the Social Welfare Acts, 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.
- (ll) “**Job-Sharing**” means the sharing arrangement of a full-time post by two employees with the consent of the Board.
- (mm) “**Job Seeker's Benefit**” means the personal rate of Job Seeker's Benefit payable under the Social Welfare Acts 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.
- (nn) “**Local Government Superannuation Code**” means any scheme or regulations made under the Local Government (Superannuation) Act, 1980 (No 8 of 1980) other than the Local Government (Superannuation) (Gratuities) Regulations, 1984 (as amended) or the provisions of Part V of the Local Government (Superannuation) (Consolidation) Scheme, 1998.
- (oo) “**Manual Workers' Unit (Purchase) Scheme**” means the scheme which applies to members of the ESB Manual Workers' Superannuation Scheme who joined the Scheme before 12th December, 1967 and did not elect to receive the benefits set out in clause 34, paragraph (2) of the ESB Manual Workers' Superannuation Scheme.
- (pp) “**Members**” includes (1) Contributing Members and (2) persons, who, having been Contributing Members, are retained in the service of the Board under Rule 35, and

(3) persons who, having been Contributing Members and having quitted the service of the Board, have left their contributions in the Fund as provided in Rule 33.1 and (4) all persons for the time being in receipt of pensions from the Fund and (5) any person who having become entitled to receive a pension from the Fund is for the time being re-employed by the Board and (6) Defined Contribution Scheme Members.

- (qq) The “**Minister**” means the Minister for Communications, Energy and Natural Resources.
- (rr) The “**Minister for Public Expenditure and Reform**” means the Minister for Public Expenditure and Reform or any successor Minister under legislation.
- (ss) “**Net Pensionable Salary**” means:
- (i) for the purposes of calculating spouses’ and children’s pensions in respect of a Co-ordinated Member, the amount by which Pensionable Salary exceeds the rate of the State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children, and
 - (ii) for the purposes of all other Rules in respect of a Co-ordinated Member, the amount by which Pensionable Salary exceeds twice the rate of the State Pension (Contributory) payable as aforesaid.
- (tt) “**Normal Retiring Date**” means the date of a Member’s 65th birthday, provided that (a) if at any time the pensionable age under the Social Welfare Acts is age 66 or later and the State Pension (Transition) is no longer payable under the Social Welfare Acts, regardless of whether or not the Member would have been entitled to the State Pension (Transition), then Normal Retiring Date shall mean the pensionable age under the Social Welfare Acts that is later than age 65 and (b) a Member may opt to retire on or after his 60th birthday and in the case of such Member Normal Retiring Date means the date on which he retires from the service of the Board.
- (uu) “**Notional Service**” means a notional period of service which is reckonable under Rule 32.2.
- (vv) “**Notional Service Related Benefit**” means a benefit calculated in the same manner as under Rule 51.3(b) for the Reckonable Year in which the purchase is made under Rule 32.2(f) multiplied by the Notional Service and if the Member contributes under Rule 32.2 for spouse’s, Civil Partners and children’s benefits, any corresponding benefit.

- (ww) “**Original Spouses’ and Children’s Pensions**” means spouses’, civil partners’ and children’s provisions in respect of which Members become contributors under Rules 71.2(a) or 71.2(b)(vi)(B).
- (xx) “**Part-Time Employee**” means an employee of the Board who under the terms of his employment is not expected ordinarily to work Full-Time Hours, other than an employee who the Board notifies the Committee to be working in a job-sharing capacity.
- (yy) “**Part-Time Fraction**” for a Part-Time Employee at any time means his Part-Time Hours at that time divided by his Full-Time Hours at that time.
- (zz) “**Part-Time Hours**” for a Part-Time Employee means the number of hours per week or other reference period which the Board from time to time declares that he is expected ordinarily to work.
- (aaa) “**Pensionable Salary**” in relation to a Former Contributing Member means, the annual rate of remuneration for the time being paid by the Board to such Former Contributing Member prior to leaving service excluding unless otherwise determined by the Committee with the consent of the Board in any particular case,
 - (i) any payment made by the Board to such Member over and above the annual rate of remuneration whether by way of Overtime, Walking Time, Bonuses, Commission, Subsistence Allowance and the like, and
 - (ii) the money equivalent of emoluments in kind, such as free housing, light, coal, heat, clothing and other like advantages or allowances, or of railway, tram or bus tickets, or passes provided for Former Contributing Members, or of motor cars and other vehicles supplied for the use of Former Contributing Members, and payments by the Board for, or towards, the housing, upkeep and running expense thereof, either wholly or in part, or otherwise.

Provided that:

- (a) in the case of a Member who was Job Sharing or a Part-Time Employee, Pensionable Salary shall be deemed to be the pensionable salary applicable in his case if he were not Job Sharing or a Part-Time Employee,
- (b) except in the case of a death in service of a Member who was not a contributor for the alternative lump sum benefit at the time of death, the Pensionable Salary applicable in calculating the minimum lump sum on death in service for

a Job Sharing or a Part-Time Employee shall be the Pensionable Salary multiplied by the Part-Time Fraction applicable to the Member at the time of death,

(bbb) “**Pensionable Salary**” in relation to a Contributing Member who is or was such on 1 January 2012 means:

(i) in respect of Reckonable Service up to and including 31 December 2011, the annual rate of remuneration paid by the Board to the Contributing Member at 31 December 2011,

and

(ii) in respect of a Reckonable Year commencing on or after 1 January 2012, the annual rate of remuneration paid by the Board to the Contributing Member in that Reckonable Year,

and

(iii) in respect of the alternative lump sum payable under Rule 67.3, the annual rate of remuneration designated by the Board as payable to the Contributing Member at the date of death,

excluding under (i) or (ii) or (iii), unless otherwise determined by the Committee with the consent of the Board in any particular case,

(a) any payment made by the Board to such Member over and above the annual rate of remuneration whether by way of Overtime, Walking Time, Bonuses, Commission, Subsistence Allowance and the like, and

(b) the money equivalent of emoluments in kind, such as free housing, light, coal, heat, clothing and other like advantages or allowances, or of railway, tram or bus tickets, or passes provided for Contributing Members, or of motor cars and other vehicles supplied for the use of Contributing Members, and payments by the Board for, or towards, the housing, upkeep and running expense thereof, either wholly or in part, or otherwise.

Provided that:

(A) in the case of a Member who is Job Sharing or a Part-Time Employee, Pensionable Salary shall be deemed to be the pensionable salary applicable in his case if he were not Job Sharing or a Part-Time Employee,

- (B) except in the case of a death in service of a Member who is not a contributor for the alternative lump sum benefit at the time of death, the Pensionable Salary applicable in calculating the minimum lump sum on death in service for a Job Sharing or a Part-Time Employee shall be the Pensionable Salary multiplied by the Part-Time Fraction applicable to the Member at the time of death,
 - (C) the Pensionable Salary for each Reckonable Year of Added Service for Ill-Health shall be the Pensionable Salary in the Reckonable Year in which the early retirement under Rule 51.1(b) occurs,
 - (D) the Pensionable Salary for Apprenticeship Service or Casual or Temporary Service shall be the Pensionable Salary at 31 December 2011,
 - (E) the Pensionable Salary for Professional Added Years shall be the Pensionable Salary in the Reckonable Year in which the Contributing Member retires in accordance with Rule 51.1,
 - (F) the Pensionable Salary for Subsequent Service under Rule 32.7 or Rule 32.8 shall be the Pensionable Salary at 31 December 2011,
 - (G) the Pensionable Salary for the increase to the Member's Reckonable Service under Rule 66.2(c)(ii) shall be the Pensionable Salary at the date of resignation from the service of the Board under the Performance Improvement Project Severance Scheme 2012.
- (ccc) **“Pensionable Salary”** in relation to a Defined Contribution Scheme Member means the annual rate of remuneration paid by the Board to the Defined Contribution Scheme Member at 31 December 2011, excluding unless otherwise determined by the Committee with the consent of the Board in any particular case,
- (a) any payment made by the Board prior to 1 January 2012 to such Member over and above the annual rate of remuneration whether by way of Overtime, Walking Time, Bonuses, Commission, Subsistence Allowance and the like, and
 - (b) the money equivalent of emoluments in kind, such as free housing, light, coal, heat, clothing and other like advantages or allowances, or of railway, tram or bus tickets, or passes provided for Contributing Members, or of motor cars and other vehicles supplied for the use of Contributing Members, and payments by the Board for, or towards, the

housing, upkeep and running expense thereof, either wholly or in part, or otherwise.

Provided that:

- (A) in the case of a Member who is Job Sharing or a Part-Time Employee, Pensionable Salary shall be deemed to be the pensionable salary applicable in his case if he were not Job Sharing or a Part-Time Employee,
 - (B) the Pensionable Salary for Apprenticeship Service or Casual or Temporary Service shall be the Pensionable Salary at 31 December 2011,
 - (C) the Pensionable Salary for Subsequent Service under Rule 32.7 or Rule 32.8 shall be the Pensionable Salary at 31 December 2011.
- (ddd) “**Pensioner**” means any Member who, being retired from the service of the Board, is in receipt of a pension from the Fund.
 - (eee1) “**Pensions Act**” means the Pensions Acts, 1990–2011, including any enactment which amends or extends any or all of those Acts and any regulation, warrant or order made hereunder.
 - (eee2) “**Performance Improvement Project Severance Scheme 2012**” means a voluntary severance scheme known by that name which in its final form shall be presented by the Board to the Secretary to the Committee and initialled for identification purposes by the Secretary to the Committee.
 - (fff) “**Professional Added Years**” means additional years of service which are reckonable under Rule 32.4.
 - (ggg) “**Reckonable Service**” means service which is reckonable under Rules 29 to 35 and Rule 66.2(c)(ii).
 - (hhh) “**Reckonable Service Related Benefit**” means a benefit calculated for the Reckonable Year in which the Contributing Member retires, in the same manner as under Rule 51.3(b) multiplied by the number of Professional Added Years granted under Rule 32.4.
 - (iii) “**Reckonable Year**” means Reckonable Service after 31 December 2011 in a calendar year commencing on each 1 January and ending on the following 31 December provided that in respect of part of a Reckonable Year, it shall mean the number of completed days of Reckonable Service in that calendar year.

- (jjj) The “**Regulations of the Minister**” means the regulations made by the Minister pursuant to Section 8 of the Act.
- (kkk) “**Relevant Date**” in relation to a Member electing to become a contributor for Spouses’, Civil Partners’ and Children’s Pensions under Rule 71 means:
 - (i) in the case of a Former Manual Member, 6 July 1980,
 - (ii) in the case of a male Member who is not a Former Manual Member and who makes his election before 1 January 1999, 1 April 1971, and
 - (iii) in any other case, 4 November 1984.
- (lll) “**Revaluation**” or “**Revalued**” means an increase under the Rules in a Revaluation Benefit by the Revaluation Percentage.
- (mmm) “**Revaluation Benefit**” means a benefit calculated under the Rules.
- (nnn) “**Revaluation Percentage**” means for any Reckonable Year the percentage change (if any) under the 2010 Pensions Agreement (or any later document or documents which alters or replaces that percentage in the 2010 Pensions Agreement) provided that if this results in a negative number there will be no change.
- (ooo) “**Revaluation Year**” means a Reckonable Year:
 - (i) the first being the Reckonable Year commencing on 1 January 2012, and
 - (ii) the last being the Reckonable Year immediately preceding the Reckonable Year in which occurs the earlier of:
 - (A) the date when payment of the Revaluation Benefit begins,
 - (B) the Contributing Member’s or Defined Contribution Scheme Member’s Normal Retiring Date,
 - (C) the date of the Contributing Member’s or Defined Contribution Scheme Member’s death, or
 - (D) the date of the Contributing Member or Defined Contribution Scheme Member ceasing to be in the service of the Board other than in the circumstances of (ii) (A) to (C).
- (ppp) “**Revised Spouses’ and Children’s Pensions**” means spouses’, civil partners’ and children’s provisions in respect of which

Members become contributors under Rules 71.2(b)(i), 71.2(b)(ii), 71.2(b)(iv), 71.2(b)(v) or 71.2(b)(vi).

- (ppp1) “**Severance Service**” means in respect of a Member who resigns under the Performance Improvement Project Severance Scheme 2012, those elements of service with the Board:
- (a) as decided by the Board and notified in writing by the Board to the Committee and the Member prior to the Member’s resignation,
 - (b) which are increased under Rule 66.2(c)(ii) on payment of the contributions referred to under Rule 38.1(f) and Rule 38.2(f).
- (qqq) The “**Social Welfare Acts**” means the Social Welfare Acts 1981 to 2011 including any enactment which amends or extends any or all of those Acts and any regulation, warrant or order made thereunder.
- (rrr) “**Social Welfare Benefit**” means Disability Benefit, Invalidity Pension, State Pension (Contributory), State Pension (Transition), or Job Seeker’s Benefit or any replacement or substitution of any of the foregoing from time to time payable under the Social Welfare Acts.
- (sss) “**State Pension (Contributory)**” means the personal rate of State Pension (Contributory) payable under the Social Welfare Acts, 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.
- (ttt) “**State Pension (Transition)**” means the personal rate of State Pension (Transition) payable under the Social Welfare Acts, 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.
- (uuu) “**Subsequent Service**” means continuous service of a Member with the Board on and subsequent to the date he commences to pay contributions to the Fund of the Scheme up to the last day preceding his Normal Retiring Date or earlier date of retirement on account of failure of health or the date of his death in service before retirement or in the case of a Defined Contribution Scheme Member, 31 December 2011.
- (vvv) “**Surviving Spouse**” means: (a) for contributors for Original Spouses and Children’s Pensions the widow or widower or civil partner of a deceased Member whom he or she married or who was his or her civil partner before he or she attained age 65 years or if applicable, the later date under paragraph (a) of the

definition of Normal Retiring Date, or retired from the service of the Board whichever first occurred, and (b) for contributors for Revised Spouses' and Children's Pensions the widow or widower or civil partner of a deceased Member whom he or she married or who was his or her civil partner either before or after retirement from the service of the Board.

(www) The "**Trustees**" means the Trustee or Trustees for the time being appointed for the purposes of the Scheme in accordance with the Regulations of the Minister.

(xxx) The "**5% Manual Workers' Scheme**" means the Scheme which applies to members of the ESB Manual Workers' Superannuation Scheme who elected to receive the benefits as set out in clause 34, paragraph (2) of the ESB Manual Workers' Superannuation Scheme or who joined the said Scheme on or after 12th December, 1967 as set out in clause 34, paragraph (3) of the said Scheme.

1.2 In the Scheme and all Amendment Schemes, unless the contrary intention appears:

- (a) words importing the masculine gender shall also import the feminine gender and vice versa,
- (b) words importing the singular shall also import the plural and vice versa,
- (c) references to any legislation include references to any amendment or re-enactment of that legislation for the time being in force and references to any subordinate legislation made thereunder, and
- (d) reference by number to a Rule is to the Rule of the Scheme bearing that number.

PART TWO — ADMINISTRATION

2. Title, Commencement and Operation

2.1 This Scheme may be cited as The ESB Defined Benefit Pension Scheme (the "Scheme").

2.2 The Scheme is hereby amended in the manner indicated in the subsequent provisions of this Scheme so as to replace and supercede The Electricity Supply Board General Employees Superannuation Scheme which was confirmed by the Electricity Supply Board (Confirmation of General Employees Superannuation Scheme) Order, 1943 (the "Principal Scheme") and all subsequent superannuation schemes or arrangements amending the Principal Scheme which together with the Principal Scheme are hereby revoked without prejudice to the validity of anything previously done thereunder including anything done that continues to

have an impact on superannuation benefits in payment to or in respect of Members.

3. **The Committee**

3.1 The Scheme shall be administered by the Committee consisting of ten Members, of whom five shall be appointed to represent the Board and five shall be appointed to represent the General Employees. The Committee hold office for a period of three years or with effect on and from 1 July 2012, a period of four years which shall run from 1 July to 30 June. The Members to represent the General Employees shall be elected according to the following regulations.

- (a) Each third year or with effect on and from 1 July 2012 each fourth year any two General Employees who are Contributing Members may, by letter addressed to the Secretary of the Committee, nominate another Contributing Member for election to represent the General Employees on the Committee for the three years commencing on 1 July next following, or with effect on and from 1 July 2012 for the four years commencing on 1 July next following and each letter of nomination shall be accompanied by a statement in writing signed by the person nominated expressing his willingness to act on the Committee if elected.
- (b) If not more than five nominations are received, the persons nominated shall be deemed to have been elected.
- (c) If more than five nominations are received, the Secretary shall send, in the manner prescribed in Rule 14 and not later than the first June next following, to each Contributing Member a voting paper containing the names of the persons nominated.
- (d) Voting shall be in accordance with the principle of proportional representation. A Returning Officer shall be appointed by the Committee and the Committee shall fix the closing date for receipt of nominations, date for sending out voting papers and closing date for return of voting papers to the Returning Officer, and regulate other aspects of the election.

3.2 If at any time it appears to the Board that the removal from membership of the Committee of any member of the Committee is necessary in the interest of the proper and effective performance of the functions of the Committee under the Scheme, the Board may remove from membership any member of the Committee as it considers necessary in the interest of aforesaid.

3.3 The Board may at any time remove from membership of the Committee a member who has become incapable through failure of health of performing efficiently his duties as such member, or who has been absent from all meetings of the Committee during a period of six months.

- 3.4 Vacancies occurring in the membership of the Committee shall be filled by the remaining members of the Committee co-opting within 60 days of the date on which the vacancy arises a person representative of the Board or of the General Employees, as the case may require.

4. **Board to Bear Expenses**

- 4.1 The Board shall, at their expense, provide the office accommodation and the staff required for the administration of the Scheme. The costs and expenses of the working and management of the Scheme and the Fund, including:

- (a) remuneration for any or all of the Trustees at such rate or rates as may be determined from time to time by the Board, and
- (b) actuarial, legal and other fees,

will be borne and paid by the Board, and no deductions from the contributions of members or of the Board will be made for such expense, except that with effect from 1 October 1989 the Board may require the Fund to contribute towards the costs of fees paid to Fund Managers and Investment Consultants or Advisers (including legal advisers) engaged by the Trustees in connection with the management of the Fund.

- 4.2 Notwithstanding Rule 4.1, EirGrid shall contribute to the costs and expenses of the working and management of the Scheme and the Fund upon a basis to be agreed between EirGrid and the Board.

5. **Appointment of Secretary.**

The Board shall appoint a Secretary of the Committee and such other officers of the Committee as may be required from time to time for the purposes of the Scheme, and may remove and/or replace any Secretary or other officer so appointed.

6. **Accounts and Records**

- 6.1 The Committee shall keep all accounts and records necessary for the purpose of the administration of the Scheme as committed to them. With effect from 31 December 1991 the accounts shall be made up to 31 December in each year (or to such other date in each year as the Committee may agree with the Board) and shall be audited annually by the auditors of the accounts of the Trustees appointed under the Regulations of the Minister. Prior to this the accounts were made up to 31 March in each year and the alteration commenced by producing accounts for the nine month period ending 31 December 1991. The Auditor shall have access to all books, papers, vouchers, accounts, securities and documents either of title or otherwise connected with the Scheme, and shall certify in writing to the Board and the Committee the results of each audit.

6.2 EirGrid shall furnish to the Committee and the Trustees all accounts, records and information reasonably required by either of them for the purpose of discharging their obligations under Rule 6.1 and the other Rules of the Scheme.

7. Meeting of Committee and Quorum

7.1 The Committee shall meet together for the dispatch of business as often as may be necessary and may adjourn or otherwise regulate their meetings as they think fit. Five members shall form a quorum. Meetings of the Committee shall be convened by the Secretary who shall, unless he considers that it is not practicable to do so, give not less than 48 hours' clear notice of such meetings to each member of the Committee.

7.2 Each Committee at their first meeting after the commencement of their term of office shall elect as Chairman one of their members who shall hold office until the end of the Committee's term of office, provided that the Committee may at any time by the votes of eight members remove the Chairman from his office. If for any reason the Chairman vacates his office, the Committee shall elect another member in his stead who shall hold office on the same conditions. If at any meeting of the Committee the Chairman is not present within five minutes after the time appointed for holding the same, the members may choose one of their number to be Chairman of the meeting.

7.3 Questions arising at any meeting shall be decided by a majority of votes of those present, and in case of equality of votes the Chairman shall have a second or casting vote.

7.4 A member of the Committee not in Ireland shall not be entitled to notice of a meeting of the Committee.

8. Exercise of Functions by Committee

8.1 A meeting of the Committee at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions vested in the Committee generally.

8.2 The Committee may:

(a) arrange for the staff provided by the Board under Rule 4 to transact or to concur in transacting any business of the Scheme on their behalf, and

(b) make any arrangements generally for the administration of the Scheme as they think fit.

9. Minutes of Meeting

The Committee shall cause proper minutes to be kept of their proceedings and such minutes of any meeting of the Committee purporting

to be signed by the Chairman of such meeting or by the Chairman of the succeeding meeting shall be receivable as prima facie evidence of the matters and things recorded in such minutes.

10. **Vacancy in Membership of Committee**

The Committee may act notwithstanding any vacancy in their body.

11. **Responsibility of Members of Committee for Acts, Defaults, Etc**

The members of the Committee and the Trustees shall be respectively chargeable only for such moneys as they shall respectively actually receive and shall respectively be answerable and responsible only for their own respective acts, receipts, omissions, neglects and defaults and not for those of any other person with whom or into whose hands any moneys of the Fund shall be deposited or come.

12. **Negligence or Breach of Trust**

12.1 A member of the Committee or a member of the Trustees shall not be held liable for any loss occasioned by negligence or breach of trust in any case in which in the opinion of the Board such member has acted honestly and reasonably and ought fairly to be excused.

12.2 The Board shall keep each member of the Committee and each member of the Trustees indemnified against any actions, claims and demands arising out of anything lawfully done or caused to be done by him in the exercise of the powers and discretions vested in him by the Scheme.

13. **Ascertainment of Members' Views**

13.1 The Committee may ascertain the views and wishes of the Members in such manner as they think fit.

13.2 Without fettering the discretion of the Committee the views and wishes of the Members may be ascertained by a show of hands at a general meeting of Members summoned by the Committee or at meetings held in the location in which such Members are employed or by means of ballot papers circulated among the Members or by such other method as in their discretion the Committee may decide.

13.3 The Committee shall summon a general meeting of Members, if required so to do by a requisition signed by not less than one-third of the persons who are for the time being Members of the Scheme, and stating the business to be transacted at the meeting. The meeting shall be summoned within two months of the date on which the requisition is received by the Committee and not less than seven days' notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place and time of the meeting, and the business to be transacted, shall be given to each Member in the manner prescribed in Rule 14.

- 13.4 A Certificate signed on behalf of the Committee as to what has been ascertained to be the views and wishes of a majority of the Members shall be conclusive.

14. **Sending of Notice to Members**

Every Member shall furnish the Secretary of the Committee with his private postal address and give notice from time to time of any changes therein. Any notice to any Members may be given in such manner as the Committee may determine, and may be given by sending it through the post, in a letter addressed to him at such address, or at his place of employment, and any notice so sent shall be deemed to be served on the day following that on which it was posted.

15. **Provision of Information**

The Committee shall look to ensure that the obligations imposed under Part V of the Pensions Act regarding the disclosure of information relating to the Scheme (other than any obligations imposed on the Board) are complied with.

16. **Power of Board to Terminate Employment**

Nothing in this Scheme shall in any way restrict the right of the Board or of EirGrid (as the case may be) to terminate the employment of any employee.

17. **Alteration of Scheme**

The provisions of the Scheme may be altered or modified only in the manner prescribed in Section 6 of the Act or in the manner prescribed in the EirGrid Regulations.

PART THREE — THE FUND

18. **Constitution of Fund**

- 18.1 The Fund is constituted under the Regulations of the Minister.

- 18.2 The Fund shall be called “**The ESB Pension Fund**”.

- 18.3 The Fund shall consist of:

- (a) The contributions of Members.
- (b) The contributions of the Board.
- (c) Interest, dividends or other income receivable from the investments and from property of all kinds of the Fund.

- (d) Any sums paid to the Trustees by the Minister for Public Expenditure and Reform or by an Approved Organisation in respect of persons admitted to the Scheme under Rule 24.3 in accordance with arrangements agreed from time to time between the said Minister and the Board, or between Approved Organisations and the Board, as the case may be.
- (e) Any other sums which may be paid to the Trustees or the Committee from time to time for the purpose of the Scheme.
- (f) Contributions arising under the EirGrid Scheme and paid into the Fund in accordance with Regulation 17 of the EirGrid Regulations.

19. **Payments of Benefits and Repayments of Contributions**

19.1 There shall be paid out of the Fund:

- (a) all superannuation benefits payable under the Scheme and all repayments of accumulated contributions standing to the credit of a Member in the Fund in accordance with the Scheme, and
- (b) all superannuation benefits payable under the EirGrid Scheme and all repayments of accumulated contributions standing to the credit of a member in the Fund in accordance with the EirGrid Scheme which (in both cases) are under Regulation 17 of the EirGrid Regulations to be paid out of the Fund.

20. **Apportionment of the Fund into Accounts**

20.1 For the purpose of giving effect to the EirGrid Regulations, the Trustees will apportion the Fund into two or more accounts, each of which:

- (a) shall consist of a specified share of the assets of the Fund, and
- (b) shall be appropriated to specified liabilities arising under the Scheme or the EirGrid Scheme.

20.2 For so long as the Trustees have apportioned the Fund into two or more Accounts:

- (a) in respect of every contribution or other payment into the Fund arising under this Scheme or under the EirGrid Scheme, they shall specify to which Account it is to be credited, and it shall be credited to that Account and no other;
- (b) unless otherwise agreed between the Trustees and the Actuary, the investment return earned on the Fund, and any contribution towards costs paid by the Fund in accordance with Rule 4.1, shall be attributed to each of the Accounts on a proportionate basis in a manner which ensures that, at the end of each accounting period, the market

value of the Fund shall equal the aggregate market value of all the Accounts; and

- (c) in respect of every pension, benefit or other payment out of the Fund arising under this Scheme or under the EirGrid Scheme, they shall specify from which Account it is to be discharged and it shall be discharged from that Account in priority to any other Account.

20.3 The Trustees may from time to time vary the assets and liabilities allocated to any Account, and may provide for any sum to be debited to one Account and credited to another.

20.4 In exercising their powers under this Rule 20, the Trustees shall act upon the advice of the Actuary, and shall have regard to any agreement made between the Board and EirGrid for the purposes of giving effect to the EirGrid Regulations.

21. **Claims on Fund and Payments and Receipts**

21.1 No person, whether as a Member or otherwise, shall have any claim, right or interest upon, to, or in respect of the Fund, or any contributions thereto, or any interest therein, or any claim upon or against the Committee, the EirGrid Committee, the Trustees, the Board or EirGrid except:

- (a) under and in accordance with the provisions of the Scheme, or
- (b) under and in accordance with the provisions of the EirGrid Scheme and Regulation 17 of the EirGrid Regulations.

21.2 The Committee shall authorise all payments due to pensioners and others out of the Fund in respect of pensions and other benefits provided by this Scheme.

21.3 The EirGrid Committee shall authorise all payments due to pensioners and others out of the Fund in respect of pensions and other benefits provided by the EirGrid Scheme, and shall thereafter notify the Committee of all payments so authorised.

21.4 All payments authorised under Rule 21.2 or Rule 21.3 shall be made by the Committee by cheque or electronic transfer out of moneys lodged to their credit by the Trustees in a current account to be kept by the Committee in a bank for this purpose, and not otherwise. Any cheques drawn on the Committee's said account shall be signed by the Secretary and one member of the Committee or by two members of the Committee or by some other person or persons appointed by the Committee for the purpose, and the Committee shall keep proper records and accounts of such payments.

21.5 All contributions payable by Members or by the Board and all contributions payable to the Fund under Regulation 17 of the EirGrid Regulations shall be paid to the Committee and their receipt shall be a good discharge therefor. The Committee shall see to the correctness and due collection of all contributions to the Fund and they shall keep a proper record thereof. All moneys received by the Committee shall be lodged by them with due dispatch and in any event within seven days from the time of receipt to the credit of the Trustees in a bank account to be kept by Trustees for that purpose.

22. **Appointment of Actuary; Triennial Actuarial Investigations**

22.1 The Board shall from time to time appoint an Actuary to the Scheme. The position of the Fund and of each Account shall be submitted to the Actuary and investigated at such times as the Trustees, the Board, or the Committee may consider desirable, but at least every three years, and for that purpose all necessary accounts and information shall be furnished by the Committee, the EirGrid Committee, the Board, EirGrid and the Trustees to the Actuary.

22.2 The Actuary shall report to the Committee, the EirGrid Committee, the Trustees, the Board and EirGrid as appropriate in writing on the financial position of the Fund and of each Account.

22.3 All surpluses identified by the Actuary may at the option of the appropriate committee with the consent of the appropriate employer and of the Trustees, and on the written advice of the Actuary either:

(a) be set aside to a reserve, or

(b) be employed either in granting such reductions in the contributions of Contributing Members and the Board or such increases in the benefits, or in providing such additional benefits, as may be incorporated in an Amending Superannuation Scheme to be submitted to the Minister in accordance with Section 6 of the Act,

Provided that the options under this Rule 22.3 shall not be capable of being exercisable until such time as the Trustees think proper having regard (inter alia) to the Electricity Supply Board (General Employees Superannuation Fund) Regulations, 1943 S.I. No. 218 of 1943 and the Occupational Pension Schemes (Investment) Regulations 2006 to 2010.

Any surplus shown by any report of the Actuary having an effective date of less than three years after the effective date of the preceding report (the "first report") shall be allowed to accumulate until after the preparation of a further report having an effective date at least three years after the effective date of the first report.

22.4 In the event of the Actuary reporting that there is or is likely to be a deficiency, the appropriate employer shall consult with the appropriate committee, the Trustees, and the Actuary, and shall have regard to the

necessity or desirability of preparing and submitting for approval by the Minister an appropriate amending scheme.

- 22.5 In Rules 22.3 and 22.4,
- (a) in respect of a surplus or a deficiency in any Account appropriated to liabilities arising under the EirGrid Scheme “appropriate committee” means the EirGrid Committee, “appropriate employer” means EirGrid and “appropriate amending scheme” means an amending scheme amending the EirGrid Scheme under Regulation 17 of the EirGrid Regulations; and
 - (b) in respect a surplus or deficiency in any other Account, “appropriate committee” means the Committee, “appropriate employer” means the Board and “appropriate amending scheme” means an amending superannuation scheme amending the Scheme under section 6 of the Act.

PART FOUR — MEMBERSHIP

23. Membership

- 23.1 All persons who, having been admitted to membership of the Scheme in accordance with the Rules as in force from time to time, are Members on the entry into force of the Electricity Supply Board General Employees Superannuation Scheme, and now known as the ESB Defined Benefit Pension Scheme, shall continue to be Members.
- 23.2 All persons who are appointed or reappointed to be General Employees before 1 January 2011 shall be eligible to be admitted to the Scheme:
- (a) before 1 January 2011, in the case of permanent General Employees who become such before that date and
 - (b) before 1 January 2011 if and when the Board shall so determine, in any other case.
- 23.3 All persons who were contributing members of this scheme on 30 June 2006 and who transferred to EirGrid on 1 July 2006 do not retain membership of this Scheme.
- 23.4 Any person who is appointed to the position of Chief Executive of ESB after 15th July 2002: who is a Contributing Member:
- (a) as at 1 January 2011, and
 - (b) immediately prior to being appointed to the position of Chief Executive of ESB,

will have the terms of their membership and benefits applied in accordance with Part 12 of these Rules.

23.5 Any person who is appointed to the position of Chief Executive of ESB after 1 January 2011 who is not a Contributing Member:

- (a) as at 1 January 2011, and
- (b) immediately prior to being appointed to the position of Chief Executive of ESB,

will not be admitted to membership of the Scheme.

24. **Admission to Membership**

24.1 Every General Employee who is eligible to be admitted to the Scheme under Rule 23.2 shall, as soon as practicable, furnish to the Secretary of the Committee in writing in the form prescribed by the Committee:

- (a) any information or evidence necessary to establish his entitlement to be admitted to the Scheme,
- (b) any information or evidence required for the administration of the Scheme in respect of him, and
- (c) any necessary authority to the Board for the deduction of contributions from pay, or any other authority to the Board or the Committee which may be necessary for the administration of the Scheme in respect of him.

24.2 As soon as it appears to the Secretary or other officers of the Committee appointed under Rule 5 that any General Employee is eligible to be admitted to the Scheme under Rule 23.2, they shall immediately admit that General Employee and register him as a Member.

24.3 Where a person employed in a pensionable capacity in the Civil Service or in an Approved Organisation is transferred or appointed to the Board's service prior to 1 January 2011 and is classified by the Board as being eligible for membership of the Scheme he shall be admitted to the Scheme as from the date of such transfer or appointment.

24.4 Where a person who is or was pensionable under the Local Government Superannuation Code enters the Board's service prior to 1 January 2011, he shall be admitted to the Scheme as from the date of such entry.

25. **Confirmation or Cancellation of Membership**

25.1 The Committee shall, within such time as they consider appropriate, consider the circumstances of every General Employee who has been admitted to membership of the Scheme prior to 1 January 2011 and if, upon such consideration,

- (a) the Committee determines that the person is eligible for membership under Rule 23, his membership shall be confirmed with retrospective effect to the date of admission prior to 1 January 2011, and
- (b) the Committee determines that the person is not eligible for membership under Rule 23, his membership shall be cancelled with retrospective effect to the date of admission prior to 1 January 2011.

25.2 If any information, authority or evidence required under Rule 24 is not furnished, or if any information or evidence proves to be inaccurate, the Committee may,

- (a) cancel the membership of the person concerned with retrospective effect to the date of admission, or
- (b) confirm the membership of the person concerned with retrospective effect to the date of admission but, with the advice of the Actuary where actuarial calculations are required, alter the amount of or the terms applicable to, or withhold or cease payment of, any benefit payable under the Scheme as respects the person concerned.

26. **Obligation Consequent upon Admission to Membership**

Every General Employee who has been admitted to membership of the Scheme shall:

- (a) pay contributions to the Fund in accordance with the Scheme, and
- (b) if and whenever required by the Committee, furnish to the Secretary of the Committee in writing in the form prescribed by the Committee
 - (i) any information or evidence necessary to establish his continued entitlement to membership of the Scheme,
 - (ii) any information or evidence required for the administration of the Scheme in respect of him, and
 - (iii) any necessary authority for the deduction of contributions from pay, or any other authority which may be necessary for the administration of the Scheme in respect of him.

27. **Committee to Determine All Questions**

All questions as to:

- (a) whether an employee of the Board is or is not entitled to join the Scheme having regard to Rule 23.2, or
- (b) the salary or rate of contributions of a Member, or
- (c) whether a Member is entitled to any, and if any, to what payment out of the Fund

shall, in the event of a dispute, save as herein otherwise provided or as otherwise required by law, be determined by the Committee whose decision shall be final.

28. **Withdrawal From Scheme**

A Contributing Member may not withdraw from his membership of the Scheme while he remains in the employ of the Board unless he becomes a Defined Contribution Scheme Member.

PART FIVE — SERVICE

29. **Reckonable Service**

29.1 Every Contributing Member or Defined Contribution Scheme Member or Former Contributing Member shall (save as otherwise hereby provided) be entitled to reckon service for the purposes of the Scheme from the date of commencement of payment of contributions up to the end of the last day of service preceding date of, retirement, or earlier retirement in the case of failure of health, or the date of death in service before retirement or the date of resignation or 1 January 2012 in the case of a Defined Contribution Scheme Member, according to the following Rules.

29.2 Reckonable Service shall be calculated:

- (a) by counting the number of completed years and days in every period of service which is reckonable under Rules 30 to 35,
- (b) in respect of any period of service during which the Member concerned is or was at any time a Part-Time Employee, by multiplying the number of completed years and days by his Part-Time Fraction from time to time during that period and rounding the result to the nearest whole day, and
- (c) by aggregating the numbers of years and days so calculated for all such periods of service.

29.3 For a person who retired before 1st October, 1981 any period of Apprenticeship Service served in the Board, Casual and Temporary Service or any other period of service prior to 1st October, 1981 when they were not a Member of the Scheme, may be reckonable only in calculating the pension benefit but shall be reckonable for all benefits where the Member retires on or after 1st October, 1981 and such service shall be treated as Reckonable Service prior to 1 January 2012.

29.4 For a person who retired on the grounds of ill health before 1st April, 1976 Added Service for Ill-Health shall be reckonable only in calculating his pension benefit.

30. **Reckonable Service for Persons in Service on 1 October 1981**

30.1 A person who was in the service of the Board on 1 October, 1981 may reckon the aggregate of his Subsequent Service and any period of Casual or Temporary Service and such service shall be treated as Reckonable Service prior to 1 January 2012.

30.2 A person who was in the service of the Board on 1 October, 1981 and who was a former member of the 5% Manual Workers' Scheme who suffered a loss of service because he had not been contributing for the maximum benefits available to him in the Manual Workers' Unit (Purchase) Scheme may elect at any time up to retirement to contribute for all or part of that service, in which event, subject to the payment of the requisite contributions in accordance with the provisions of Rule 38.9, he may also reckon that service and such service shall be treated as Reckonable Service prior to 1 January 2012.

31. **Reckonable Service for Persons entering Service after 1 October 1981**

31.1 A person who enters in the service of the Board after 1 October, 1981 may elect to reckon the aggregate of his Subsequent Service and any period of Casual or Temporary Service given before 1 October 1981 and such service shall be treated as Reckonable Service prior to 1 January 2012.

31.2 A person who enters in the service of the Board after 1 October, 1981 and who has Casual or Temporary Service given after 1 October 1981 may elect at any time up to retirement to contribute for all or part of such service, in which event, subject to the payment of the requisite contributions in accordance with the provisions of Rule 38.10, he may also reckon that Casual or Temporary Service and such service shall be treated as Reckonable Service prior to 1 January 2012.

32. **Additional Reckonable Service**

32.1 Any Member who served his apprenticeship in the Board may elect at any time up to retirement to contribute for all or part of such apprenticeship service, excluding service under 16 years of age, in which event, subject to the payment of the requisite contributions in accordance with the provisions of Rule 38.8, he may also reckon that apprenticeship service as Reckonable Service prior to 1 January 2012.

32.2 A Member may elect to contribute for a notional period of service or Notional Service Related Benefit, if his potential total service in the Board at retirement is less than 40 years in which case:

- (a) Subject to the payment of the requisite contributions in accordance with Rule 38.6, he may also reckon that notional period.
- (b) Any period of Notional Service or Notional Service Related Benefit (as the case may be) purchased will be subject to a reduction factor,

as advised by the Actuary, in the event of benefits being paid earlier than the anticipated date of payment specified by the Member at the commencement of purchase of said Notional Service or Notional Service Related Benefit.

- (c) With the consent of the Committee, the Member may elect to contribute for Notional Service and/or Notional Service Related Benefit in respect of both his own retirement benefits and spouses', civil partners' and children's benefits.
- (d) The aggregate of all notional periods of service reckoned under this Rule in respect of any benefit shall not be such as would cause aggregate Reckonable Service in respect of any benefit under the Scheme to exceed 40 years.
- (e) If a Contributing Member has made an election under Rule 32.2 prior to 1 January 2012, the Contributing Member may continue to contribute after 31 December 2011 for Notional Service at the rate applying at 31 December 2011 in which case the Notional Service will be treated as Reckonable Service prior to 1 January 2012.
- (f) If a Contributing Member makes an election on or after 1 January 2012, the Notional Service Related Benefit will be allocated to the Reckonable Year in which the Notional Service Related Benefit is purchased regardless of whether or not it is paid in one or more instalments and subject to interest as appropriate.

32.3 Where any Member is entitled to benefit:

- (a) under another retirement benefits scheme (other than a scheme referred to in Rules 32.7 or 32.8), or
- (b) under a contract with a life office approved by the Revenue Commissioners for the purpose of issuing transfer payments to retirement benefits schemes, or
- (c) under a personal retirement savings account,

the Committee may, subject to compliance with any requirements of the Revenue Commissioners, arrange for any transfer of assets offered in respect of that Member from the other scheme or the life office or the provider of the personal retirement savings account (as the case may be) to be accepted and to be paid into the Fund. Where such a transfer is effected, the Member may also reckon Notional Service or a Notional Service Related Benefit (as the case may be) to be determined by the Committee on the advice of the Actuary, having regard to the value of the assets received into the Fund and the date of receipt. The notional period of service shall not be such as would cause aggregate Reckonable Service to exceed 40 years.

For the purpose of the foregoing:

If the transfer of assets into the Fund occurs prior to 1 January 2012, the notional period of service will be treated as Reckonable Service prior to 1 January 2012;

If the transfer of assets into the Fund occurs after 31 December 2011, the Notional Service Related Benefit will be allocated to the Reckonable Year in which the transfer of assets is received into the Fund.

32.4 Where on the recruitment of any Member to the service of the Board

- (a) minimum professional, technical or specialist qualifications and/or minimum number of years essential experience were required, or
- (b) the minimum entry age specified was over 25,

and by reason of such entry requirements it was not possible for the Member to have 40 years Reckonable Service by age 65 or if applicable, the later date under paragraph (a) of the definition of Normal Retiring Date, the Board may grant to that Member, if in the service of the Board on or after 1 January 1988, professional added years.

Such Professional Added Years may be reckoned as Reckonable Service in the case of a Former Contributing Member who was a Contributing Member immediately prior to becoming a Pensioner, and in the case of any other Contributing Member may be treated as Reckonable Service Related Benefit in the Reckonable Year in which a Contributing Member retires in accordance with Rule 51.1 on pension calculated under Rule 51.3.

The Professional Added Years granted or used to calculate the Reckonable Service Related Benefit in any particular case shall not exceed 10 years, and shall be calculated as follows:

- (i) Where a minimum entry age in excess of 25 was specified the number of added years shall not be greater than the difference between such entry age and 25.
- (ii) In all other cases the number of added years shall not be greater than the aggregate of 18, the minimum number of years in which the prescribed qualification(s) can be obtained and the minimum number of years essential experience required, reduced by 25.

Where the number of years experience required was not specified in the advertisement for the position the lowest number of years relevant experience of those actually offered appointment arising from the same advertisement may be deemed to be the minimum number of years experience required subject to a limit of 10 years.

The Professional Added Years granted or used to calculate the Reckonable Service Related Benefit (as the case may be) shall be reduced by:

- (a) Previous Reckonable Service in the Board prior to the appointment to the position for which the Professional Added Years are granted or used to calculate the Reckonable Service Related Benefit (as the case may be).
- (b) Reckonable Service which has been transferred or which has been bought by way of a transfer value into this scheme.
- (c) Retained benefits in another occupational pension scheme which the Member is in receipt of or to which the Member has a future entitlement.
- (d) Any award of Added Service for Ill-Health which together with any award under this Rule would have the effect of a combined grant of service or use of service in the calculation of a Reckonable Service Related Benefit (as the case may be), of more than 10 years service.

32.5 Where a Contributing Member is retired or a Former Contributing Member was retired having been a Contributing Member immediately prior to becoming a Pensioner, in either case on the grounds of ill-health, the Committee may, if it so wishes, grant the Member additional Reckonable Service, in the case of the Former Contributing Member to be treated as Reckonable Service and in the case of any other Contributing Member to be used to calculate the Reckonable Service Related Benefit in the Reckonable Year in which the Contributing Member's early retirement under Rule 51.1(b) on pension calculated under Rule 51.3 occurs subject to the following limits.

- (a) Where the aggregate of the Member's Subsequent Service, Apprenticeship Service and Casual or Temporary Service is not less than 5 years nor more than 10 years,
 - (i) an equal number of years, provided that such added service shall not exceed the additional Reckonable Service Related Benefit which would have accrued if the Member had remained in service up to age 65 or if applicable, the later date under paragraph (a) of the definition of Normal Retiring Date.
- (b) Where the aggregate of the Member's Subsequent Service, Apprenticeship Service and Casual or Temporary Service is more than 10 years, the additional Reckonable Service shall be the greater of:
 - (i) an amount equal to the difference between actual Subsequent Service, Apprenticeship Service and Casual or Temporary Service and 20 years, and such added service shall not exceed the additional Reckonable Service which would have accrued if the Member had remained in service up to age 65 or if applicable, the later date under paragraph (a) of the definition of Normal Retiring Date

- (ii) 6 years and 243 days, provided such added service shall not exceed the additional Reckonable Service which would have accrued if the Member had remained in service up to age 60.

Provided that any Notional Service being contributed for under Rule 32.2 shall be excluded when added service under Rule 32.5 is being calculated.

- 32.6 Where a Member who has retired from the Board's service on marriage and obtained the benefits provided under Rule 55 is subsequently re-employed by the Board prior to 1 January 2011, she may, if she wishes, reckon her former service as Reckonable Service prior to 1 January 2012 by making a payment to the Fund in accordance with Rule 38.7.
- 32.7 Where a Member previously employed in the Civil Service or in an Approved Organisation has been admitted to the Scheme under Rule 24.3, service which is reckonable for the purposes of the superannuation scheme applicable to the Member's employment with the Civil Service or Approved Organisation (as the case may be) shall be reckonable as Subsequent Service with the Board and treated as Reckonable Service prior to 1 January 2012 for the purposes of the Scheme provided it has been transferred in accordance with Section 4 the Superannuation and Pensions Act, 1963 (No. 24 of 1963).
- 32.8 Where a person who is or was pensionable under the Local Government Superannuation Code enters the Board's service and becomes a Contributing Member of this Scheme he shall be entitled to reckon his service which was pensionable service under the Local Government Superannuation Code as Subsequent Service with the Board on the basis that it is treated as Reckonable Service prior to 1 January 2012 provided the service has been transferred. Where a Contributing Member who had pensionable service for the purposes of Chapter 2 or 3 of Part 11 of the Local Government (Superannuation) (Consolidation) Scheme 1998 (S.I. No. 455 of 1998) entered the Board's service before the date on which the Board was approved of by the Minister for the Environment, Heritage and Local Government for the purposes of article 9(1)(f), 33(1)(f), 63(1)(f), or 88(1)(f) of the Local Government (Superannuation) (Consolidation) Scheme 1998 (S.I. No. 455 of 1998), such Contributing Member shall be entitled to the benefit of this Rule, provided however that if he obtained a refund of contributions in respect of any such service he shall be entitled to the benefit hereinbefore mentioned if, but only if, he repays the refunded contributions in accordance with the provisions of the Local Government (Superannuation) (Consolidation) Scheme 1998 (S.I. No. 455 of 1998).

33. **Interruptions in Service**

- 33.1 Any period of service in the employment of the Board prior to a break in that service may be reckoned in respect of service with the Board prior to 1 January 2012 if, but only if, either:

- (a) the contributions paid to the Fund by the Contributing Member in respect of such period of service remain in the Fund, or,
- (b) where a sum in respect of such contributions or such contributions and interest thereon has been repaid to such Contributing Member, such sum with interest at such rate as the Committee shall prescribe is refunded, in a manner to be determined by the Committee, to the Fund by such Member, or, with the consent of the Committee, by his legal personal representative in the case of his death,

but only service prior to the break before 1 January 2012 which would have been reckonable if the break had not occurred shall be reckoned and shall be treated as Reckonable Service prior to 1 January 2012.

33.2 Where a Contributing Member is, with the consent of the Board, seconded temporarily to some other employment:

- (a) the period of the secondment prior to 1 January 2012 shall be reckoned as Reckonable Service prior to 1 January 2012, and
- (b) the period of the secondment after 31 December 2011 shall be reckoned for Reckonable Service Related Benefit in the Reckonable Year or Reckonable Years in which the secondment occurs,

so long as contributions are paid in accordance with Rule 38.13, and shall not in the case of (a) constitute a break in the Subsequent Service of the employee with the Board in respect of Reckonable Service prior to 1 January 2012.

If the contributions of any seconded Contributing Member remain unpaid for a period of three months:

- (i) the Committee may by resolution declare that he has ceased to be a Contributing Member as from a date specified in the resolution, but
- (ii) any such person shall, on returning to the employment of the Board and as from the date of such re-employment, be reinstated as a Contributing Member and shall be entitled to reckon as service to be treated as Reckonable Service prior to 1 January 2012 the period prior to 1 January 2012 during which he was seconded and as service to be treated as Reckonable Service Related Benefit after 31 December 2011 for each Reckonable Year in which the secondment occurs, if, but only if, he and the Board shall have paid to the Fund such sum in respect of arrears of contributions and interest thereon as the Committee may determine.

33.3 Where prior to 1 January 2012 a Member is on a career break approved by the Board, or otherwise is on unpaid leave approved by the Board, in respect of which no contributions are payable under Rule 38.14, he still remains eligible for the full benefits of the Scheme in respect of Reckonable Service prior to 1 January 2012 but the period of the career

break or other unpaid leave shall not be reckoned for the purpose of the Scheme unless contributions of the full amount are paid by the Member to the Fund and shall not be reckoned for the purpose of the Scheme in respect of the period after 31 December 2011.

34. **Job-Sharing Employees**

With effect from 1 April 1987 whenever the Board notifies the Committee that a Member is working or has worked in a job-sharing capacity for a period which would otherwise be reckonable for the purposes of the Scheme, only one half of that period shall be reckoned.

35. **Service After 65 Years of Age**

Where the Board retains a Member in its service after he has attained the age of 65 years, or if applicable, after the later date under paragraph (a) of the definition of Normal Retiring Date, in both cases, service after whichever of the ages applies, shall not be reckoned for the purpose of the Scheme.

PART SIX — CONTRIBUTIONS

36. **Contributions to Be Paid by Way of Deduction**

Contributions of Contributing Members (other than appropriate contributions, hereinafter prescribed, when paid in one lump sum) shall be paid from the date of admission to membership, and shall continue for so long as the Member is in the pay of the Board and has not become a Defined Contribution Scheme Member (but not after Normal Retiring Date). Contributions shall be paid by way of deductions of as nearly equal amounts as is practicable from monthly or fortnightly or weekly payments of Pensionable Salary or Net Pensionable Salary, as the case may be, and such deductions shall operate as payments to the Fund by the Contributing Members on the day when the salary from which each deduction is made became due.

37. **Payment of Board Contributions**

The Board shall, out of its own moneys, pay to the credit of the Committee weekly or fortnightly or monthly, as the case may be, such sums as are required of it by the Scheme.

38. **Contributions to the Fund**

38.1 The normal contribution rate for Contributing Members shall be:

- (a) 1% of Pensionable Salary in respect of lump sum benefits,
- (b) 4% of Net Pensionable Salary in the case a Co-ordinated Member, and of Pensionable Salary in any other case, in respect of Member's pensions,

- (c) where the Member is a contributor for spouses', civil partners' and children's benefits, $1\frac{1}{2}\%$ of Pensionable Salary,
- (d) during periods where Members work in a Job-Sharing capacity contributions calculated under this Rule shall be one half of the contributions calculated as if the Member worked Full-Time Hours,
- (e) during periods where Members work Part-Time Hours contributions calculated under this Rule shall be multiplied by the Member's Part-Time Fraction, and
- (f) where Rule 66.2(c)(ii) applies to the Member, one-third of the cost of the increase to the Member's Reckonable Service referred to in Rule 66.2(c)(ii), such cost being decided by the Actuary for this purpose having regard to the Pensionable Salary of the Member at the date of resignation from the service of the Board under the Performance Improvement Project Severance Scheme 2012 and to be paid on or before the date of resignation.

38.2 The normal contribution rate for the Board shall be:

- (a) 2% of Pensionable Salary in respect of lump sum benefits,
- (b) 8.4% of Net Pensionable Salary in the case a Co-ordinated Member, and of Pensionable Salary in any other case, in respect of Member's pensions,
- (c) where the Member is a contributor for spouse's and children's benefits, $1\frac{1}{2}\%$ of Net Pensionable Salary in the case a Co-ordinated Member, and of Pensionable Salary in any other case,
- (d) during periods where Members work in a Job-Sharing capacity contributions calculated under this Rule shall be one half of the contributions calculated as if the Member worked Full-Time Hours,
- (e) during periods where Members work Part-Time Hours contributions calculated under this Rule shall be multiplied by the Member's Part-Time Fraction, and
- (f) where Rule 66.2(c)(ii) applies to the Member, two-thirds of the cost of the increase to the Member's Reckonable Service referred to in Rule 66.2(c)(ii) such cost being decided by the Actuary for this purpose having regard to the Pensionable Salary of the Member at the date of resignation from the service of the Board under the Performance Improvement Project Severance Scheme 2012 and to be paid on or before the date of resignation.

38.3 In addition to the normal contribution rates set out in Rules 38.1 and 38.2, between 1 April 1991 and 12 April 1996 in order to fund a deficiency previously identified by the Actuary there shall be additional contribution rates for Members and the Board of the rates per cent of

Pensionable Salary in the case of all Members, derived from the following Table 1.

Table 1.

Period	Additional Contributions payable by Members	Additional Contributions payable by Board
From 1 April 1991 to 31 March 1992	Nil	1.33%
From 1 April 1992 to 31 March 1993	Nil	2.67%
From 1 April 1993 to 30 June 1993	Nil	4.33%
From 1 July 1993 to 30 September 1993	Nil	4.5%
From 1 October 1993 to 31 March 1994	1.0%	4.5%
From 1 April 1994 to 31 March 1995	1.5%	4.5%
From 1 April 1995 to 31 March 2021 inclusive for Board, From 1 April 1995 to 30 September 2023 inclusive for Members	2.0%	4.50%

The additional contributions detailed in Table 1 were replaced by the rates set out in Table 2. as agreed under the 1996 Cost and Competitiveness Review Agreement between the Board and the Trade Unions.

Table 2.

Period	Reduction in Contributions payable by Members	Reduction in Contributions payable by Board
For one year from 12 April 1996 or later agreed date	1.0%	Nil
From 12 April 1997 or later agreed date	Nil	Nil

In lieu of the balance of the additional contributions detailed in Table 1 and Table 2 of Rule 38.3 the Board shall make such payments to the Fund as are recommended by the Actuary to fund the deficiency as identified in the Actuarial Report on the Fund as at 31st March 1990, and the Contributing Members shall not be required to contribute towards the funding of the said deficiency save as outlined in Tables 1 and 2 of Rule.38.3.

In addition to the normal contribution rates set out in Rules 38.1 and 38.2, from 1 March 2006 in order to fund a deficiency previously identified by the Actuary in the valuation as at 31st December 2003, as agreed under Pension Pay and Change Agreement, there shall be additional contribution rates of 2% of Pensionable Salary for Members and 4.5%

of Pensionable Salary for the Board in the case of all Members. In addition the Board shall make a payment of €25 million to the Fund.

The Board shall make a payment with a net present value as at 31 January 2010 of €591 million to the Fund after 31 December 2010 as agreed under the 2010 Pensions Agreement following the deficit identified in the actuarial valuation at 31 December 2008.

Contributions paid by Members under Rule 38.3 shall be deemed to be in respect of Member's pension and shall be refundable whenever a refund or partial refund of Member's contributions is being made under the Scheme with Compound Interest.

- 38.4 Nothing stated in Rules 38(1) to 38(3) shall, subject to the approval of the Minister, with the consent of the Minister for Public Expenditure and Reform, preclude a revision of the percentages or dates stated in this Rule should a surplus or deficiency under Rule 22 of the Scheme, be identified by the Actuary at a future date.
- 38.5 Where Professional Added Years are granted to a Member under Rule 32.4 the Member shall, at the date his benefits commence to be paid, contribute to the Fund in respect of the Professional Added Years at the rate of 1% of his Pensionable Salary (at the rate of Pensionable Salary current at the date his benefits commence in the case of a Former Contributing Member and in any other case at the rate of Pensionable Salary in the Reckonable Year in which the Contributing Member retires in accordance with Rule 51.1). This contribution shall be regarded as being in respect of spouses', civil partners' and children's benefits. The Board shall contribute to the Fund in respect of the balance of the full cost of Professional Added Years at rates to be determined by the Actuary.
- 38.6 Where a Member elects to contribute for Notional Service under Rule 32.2, the rate of contribution shall be decided by the Actuary having regard to the age of the Member at the date he so elects, the date of his election, whether the Member is a Co-ordinated Member or not, whether the additional pension so obtained will be reckonable for spouses' and civil partners' pension, and whether or not the contribution is paid at once, in instalments or subject to interest. In deciding the rate of contribution the Actuary shall have regard to the fact that the Member shall pay the full cost of the Notional Service, including provision for pension increases. Where contributions in respect of spouses', civil partners' and children's pensions are refunded to or in respect of a Member in accordance with Rules 73.1, 73.3, 73.5 or 73.6, the spouses', civil partners' and children's pension element of any contributions paid by the Member under Rule 32.2 shall be refundable with Compound Interest to the Member or his estate as the case may be.
- 38.7 A Member who retired from the Board's service on marriage, obtained the benefits provided under Rule 55, is subsequently re-employed by the

Board and wishes to reckon her former service in accordance with Rule 32.6 shall repay to the Fund:

- (a) the full amount of any refund of contributions she received on retirement plus compound interest, at a rate to be decided by the Actuary, and
- (b) an amount equal to the proportion of a year's Pensionable Salary she received under Rule 55.1(a) but calculated in accordance with the following formula:

$$\frac{A \times B}{12}$$

Where:

- (i) A is the number of years on which the benefit was based, and
- (ii) B is the uprated value at 31 December 2011 of her Pensionable Salary point at the date of retirement or marriage as Revalued to the date of full repayment to the Fund.

38.8 Where a Member elects to contribute for Apprenticeship Service under Rule 32.1, at any time up to his date of retirement, the Board is obliged to contribute. The contributions payable by the Member and the Board shall be calculated by reference to the rates set out in Rules 38.1, 38.2 and 38.3 and levied on the prevailing current average of the apprenticeship pay scales at the time of purchase in the case of a Former Contributing Member or in any other case on the prevailing current average of the apprenticeship pay scales at 31 December 2011 as Revalued to the time of purchase. Appropriate compound interest, as determined by the Actuary, shall be charged if the Member chooses to pay by instalments.

38.9 A Contributing Member who suffered a loss of service as detailed in Rule 30.2 may, at any time up to retirement, recover all or part of such service by the payment of 2 per cent of his current Pensionable Salary in the case of a Former Contributing Member or in any other case by the payment of 2 per cent of his Pensionable Salary at 31 December 2011, as Revalued to the time of purchase for each year of such service and the Board shall be obliged to pay likewise.

38.10 Where a Member elects, at any time up to his date of retirement, to contribute for Casual or Temporary Service under Rule 31.2, the Board is obliged to contribute. The contributions payable by the Member and the Board shall be calculated by reference to the rates set out in Rules 38.1, 38.2 and 38.3. In the case of an election made prior to 1 January 2012, the contributions shall be levied on the remuneration received by the Member during each period of such service. Appropriate compound interest, as determined by the Actuary, shall be charged if the Member delays his right to so elect. In the case of an election made with effect on or after 1 January 2012, the contributions payable by the Member

and the Board shall be calculated by reference to the rates set out in Rules 38.1, 38.2 and 38.3 and levied on the Final 2011 Pensionable Salary or Final 2011 Net Pensionable Salary (as the case may be) as Revalued up to the date of purchase.

Provided that where the period of Casual or Temporary Service occurs during or overlaps with the periods covered by Rule 38.3 the contributions payable by the Member and the Board shall be calculated by reference to the rates set out in Rule 38.3 also.

38.11 With effect from 1st April 1988 any Contributing Member at any time before he reaches the age of 60 years may with the consent of the Committee, elect to contribute for an alternative lump sum payable in the event of death whilst in the service of the Board as described in Rule 67.3. The rate of contribution for such alternative lump sum shall be decided by the Actuary and shall be paid in full by the Member until he attains age 60 or leaves the service of the Board, and no contributions shall be made by the Board, provided that:

- (a) a Member who opts to contribute for this alternative lump sum may withdraw from contributing at any time but such a Member will be precluded from recommencing such contributions at any future date except with the prior agreement of the Committee, and by reference to a rate of contribution revised by the Actuary,
- (b) under no circumstances may contributions paid under this paragraph be refunded to the Member, and
- (c) the Committee may demand proof of the state of health of any applicant for this alternative benefit and may reject the application on health grounds if it thinks fit and such a decision by the Committee will be final.

Any Contributing Member who elects to contribute for the alternative lump sum with the consent of the Committee in accordance with the full terms of this Rule and who subsequently retires from the service of the Board on the grounds of ill-health, and is still contributing for the alternative lump sum at the date of retirement may elect on or before the date of such retirement to continue up to age 60 to contribute for an alternative lump sum described in Rule 67.3, such contribution to be based on the full Pensionable Salary on which the retired Member's pension is based.

Rule 38.11 shall cease to apply to a Contributing Member who becomes a Defined Contribution Scheme Member.

Any Contributing Member who elects to contribute for the alternative lump sum with the consent of the Committee in accordance with the full terms of this Rule and who subsequently resigns from the service of the Board under the Performance Improvement Project Severance Scheme 2012, and is still contributing for the alternative lump sum at the date of

resignation, may pay on or before the date of such resignation a contribution for an alternative lump sum payable to the estate of the Member in the event of the Member's death prior to attaining age 60 as described in Rule 61.3, such contribution to be decided by the Actuary for this purpose.

- 38.12 In addition to any other contributions which the Board is required to pay under the Scheme, the Board shall pay to the Fund from time to time such sums as are recommended by the Actuary and agreed to by the Board to offset the financial effects on the Fund of Early Retirement Schemes and Voluntary Severance Schemes and the like initiated by the Board with the agreement of the Minister.
- 38.13 When a Contributing Member is absent on leave at reduced pay or has been seconded to another employment with the consent of the Board, there shall continue to be payable contributions of the full amount which would have been payable had the Member not been so absent or seconded.
- 38.14 Contributions continue to be payable by the Member and the Board during a period of leave, whether paid or unpaid, except that no contributions shall be payable during
- (a) an unpaid career break approved by the Board,
 - (b) a period of unpaid parental leave, except to the extent that the Board determines that contributions shall be payable by the Board and Member, or
 - (c) any other period of unpaid leave, except to the extent that the Board determines that contributions shall be payable, in which case the full amount of the contributions by the Board and Member shall be payable by the Member.

Provided that where contributions are paid that the Member does not accrue pensionable benefits in any other scheme for the period of leave.

PART SEVEN — GENERAL BENEFIT PROVISIONS

39. Benefits

The benefits provided by this Scheme are as follows:

- (a) Benefits on Retirement under Part Eight of the Scheme.
- (b) Benefits on Leaving Service under Part Nine of the Scheme.
- (c) Benefits on Death in Service under Part Ten of the Scheme.
- (d) Benefits for Spouses and Children under Part Eleven of the Scheme.

- (e) Special Benefits for the Chief Executive under Part Twelve of the Scheme.

40. **Calculation of Interest on Refunds of Contributions**

Where, under the Scheme, Compound Interest is payable on contributions refunded to a Member or to the legal personal representative or dependants of a Member, it shall be calculated with half-yearly rests to the date of such Member's loss of office or employment or resignation or death at the rate of 3% per annum in respect of any period before 1 October 1981 and at the rate of 5% per annum in respect of any period from 1 October 1981, and contributions shall not commence to bear interest until after the end of the financial half year during which they are paid.

41. **Failure to Comply with Requirements of Committee**

In the event of failure to comply with any of the requirements enumerated in Rules 42 and 69 the Committee may postpone the making of any payment or the consideration of such claim as the case may be until the said requirements have been respectively complied with.

42. **General Provisions Regarding Payment of Pensions and Other Benefits**

- 42.1 All pensions payable under the Scheme shall accrue from day to day, but shall be paid monthly, fortnightly or weekly in arrears, the first payment being made as nearly as practicable at the end of the first month, fortnight or week following retirement.
- 42.2 Every person entitled to or in receipt of a pension shall, if and so often as shall be so required, give to the Committee satisfactory proof of his existence and identity.
- 42.3 The Committee shall deduct from any pensions, lump sums, refunds of contributions and other benefits such sums, if any as may be required by law in respect of tax, social insurance contributions and the like and the Committee shall pay to the relevant authority the sums so deducted.
- 42.4 Where the pension payable to a Member of the Scheme is increased with the consent of the Minister for Communications, Energy and Natural Resources and the Minister for Public Expenditure and Reform, at any time on or after 1st August 1962, such increase shall be payable out of the Fund of the Scheme.
- 42.5 Where the payment of any benefit arising under the Scheme is delayed for any reason the Committee may in its absolute and uncontrolled discretion arrange for the benefit or any instalment of the benefit which has fallen due for payment to be placed on interest-bearing deposit or otherwise invested in a separate account apart from the Fund, and when payment of the benefit is made any interest or other investment return actually received in the account shall be included in the payment.

43. **Minimum Value of Benefits**

The minimum value of all benefits payable out of the Scheme whenever a Member dies, retires or ceases to be employed by the Board for any reason other than an offence of fraudulent character or misconduct shall not be less than the Member's contributions (except contributions (if any) paid under Rule 38.11) plus Compound Interest.

44. **Committee's Discretion Regarding Payment of Benefits in Certain Cases**

44.1 In the event of a Member, spouse, civil partner and/or his dependent child or other dependant who has become entitled to or is in receipt of a pension being or becoming incapable by reason of failure of health to manage his or her own affairs or to sign documents or being, in the opinion of the Committee, unfit by reason of character, habits, or mode of life or otherwise to receive a pension the Committee may from time to time at their discretion authorise the payment of the pension to the wife, husband or civil partner of such Member or to the person having charge of such Member, or to some person on behalf of any child or dependant of such Member, or if the incapacitated or unfit Member is in an institution or home may, at their discretion, authorise the payment of so much of the pension as they think fit, to that institution or home for the maintenance of such Member and may, if they think fit, authorise the payment of the balance (if any) to or for the support of the wife, husband, civil partner, children or dependants of such Member, and the Fund and the Committee shall be discharged from all liability in respect of any sum so paid.

44.2 The Committee shall have the same discretion as in Rule 44.1 in the payment of all other benefits of the Scheme and additionally where the circumstances in Rule 44.1 apply the Committee shall have discretion in relation to any monies due under the Scheme to invest portion or all of such monies for the benefit of the Member, spouse, civil partner, and/or his dependent child or other dependant instead of paying such monies to the beneficiary.

45. **Misconduct**

Notwithstanding any of the succeeding Rules, a Contributing Member who is dismissed or resigns or otherwise ceases to hold employment in consequence of an offence of a fraudulent character or of misconduct and who has completed less than two years of service since the confirmation of his membership of the Scheme shall forfeit all claim to any benefit under the Scheme and his contributions to the Fund shall not be repayable to him, provided that in the case of such Member the Committee may, if requested by the Board and, if they consider the circumstances of the case justify or require it, pay to him out of the Fund, or pay to his spouse, civil partner or dependants out of the Fund a sum equal to the amount of all his contributions thereto under the Scheme or to such part thereof as the Committee shall think fit.

46. **Adjustment of Benefits in respect of Reckonable Service prior to Admission to Scheme**

In any case where:

- (a) a Member's Reckonable Service includes a period of service completed prior to 30 September 1982 and prior to admission to membership of the Scheme, and
- (b) during that period the Member paid Class A Social Insurance Contributions or the equivalent but following admission to membership of the Scheme paid Class D Social Insurance Contributions or the equivalent,

the Committee may, in its discretion, adjust the amount of any benefit payable under the Scheme to or in respect of the Member as it thinks fit, having regard to the amount of any benefit or portion of a benefit payable under the Social Welfare Acts to or in respect of that Member which the Committee considers to be attributable to that period of service.

47. **Adjustment to Benefits in Consequence of Reduction in Pensionable Salary**

47.1 Where a Contributing Member retires at Normal Retiring Date or earlier due to failure of health or dies whilst in the service of the Board, on or after 1 January 1988 but before 1 January 2012 and his Pensionable Salary at any time during his Contributing Membership of the Scheme had included any payment made by the Board in respect of shift, on-call or availability and the like over and above his annual rate of remuneration, and such a payment was discontinued for any reason whatsoever excluding misconduct so that his Final Pensionable Salary or his Final Net Pensionable Salary, as the case may be is less than the updated value of the last total Pensionable Salary or Net Pensionable Salary, as the case may be, which included the said payment, the Committee may approve additional benefits on the basis of the following formulae:

- (a) for Member's pension $N/80$ of D
- (b) for spouse's or civil partner's pension $N/160$ of D
- (c) for retirement or death lump sum benefits $3N/80$ of D

where

N is the number of years of Reckonable Service for which the Member paid contributions on the said payment, and

D is the difference between Final Pensionable Salary or Final Net Pensionable Salary (as the case may be) and the updated value of the last total Pensionable Salary or Net Pensionable Salary, as the case may be, which included the said payment;

47.2 Where a Contributing Member retires at Normal Retiring Date or earlier due to failure of health or dies whilst in the service of the Board, on or after 31 December 2011 and his Pensionable Salary at any time during his Contributing Membership of the Scheme prior to 1 January 2012 had included any payment made by the Board in respect of shift, on-call or availability and the like over and above his annual rate of remuneration, and such a payment was discontinued for any reason whatsoever excluding misconduct so that his Pensionable Salary or his Net Pensionable Salary, as the case may be on retirement at Normal Retiring Date or earlier due to failure of health or on death in the service of Board, on or after 31 December 2011 is less than the updated value at 31 December 2011 as Revalued of the last total Pensionable Salary or Net Pensionable Salary, as the case may be, which included the said payment, the Committee may at the Contributing Member's Normal Retiring Date or earlier date of retirement due to failure of health or the date of death while in the service of the Board approve additional benefits in respect of Reckonable Service up to and including 31 December 2011 on the basis of the following formulae:

- (a) for Member's pension $N/80$ of D
- (b) for spouse's or civil partner's pension $N/160$ of D
- (c) for retirement or death lump sum benefits $3N/80$ of D

where

N is the number of years of Reckonable Service up to and including 31 December 2011 for which the Member paid contributions on the said payment, and

D is the difference between Pensionable Salary or Net Pensionable Salary (as the case may be) and the updated value at 31 December 2011 as Revalued of the last total Pensionable Salary or Net Pensionable Salary, as the case may be, which included the said payment;

47.3 Where a Contributing Member retires at Normal Retiring Date or earlier due to failure of health or dies whilst in the service of the Board, on or after 1 January 1988 but before 1 January 2012 and his Pensionable Salary had been reduced as a result of a work related injury or other illness so that his Final Pensionable Salary or Final Net Pensionable Salary, as the case may be, is less than the updated value of his Pensionable Salary or Net Pensionable Salary, as the case may be, before the said reduction the Committee may approve additional benefits on the basis of the following formulae:

- (a) for Member's pension $N/80$ of D
- (b) for spouse's or civil partner's pension $N/160$ of D
- (c) for retirement or death lump sum benefits $3N/80$ of D

where:

N is the number of years of the Member's Reckonable Service before the date of the said reduction, and

D is the difference between Final Pensionable Salary or Final Net Pensionable Salary, as the case may be, and the updated value of the Pensionable Salary or Net Pensionable Salary, as the case may be, which applied immediately before the said reduction,

provided that where the reduction in Pensionable Salary or Net Pensionable Salary, as the case may be, results from an illness which is not caused by a work-related injury, the Committee may approve additional benefits only on the basis of a recommendation from the Board and subject to the agreement of the Minister with the concurrence of the Minister for Public Expenditure and Reform in each individual case.

47.4 Where a Contributing Member retires at Normal Retiring Date or earlier due to failure of health or dies whilst in the service of the Board, on or after 31 December 2011 and his Pensionable Salary in respect of Reckonable Service up to and including 31 December 2011 had been reduced as a result of a work related injury or other illness prior to 1 January 2012 so that his Pensionable Salary or Net Pensionable Salary, as the case may be on retirement at Normal Retiring Date or earlier due to failure of health or on death in the service of Board, on or after 31 December 2011 is less than the updated value at 31 December 2011 as Revalued of his Pensionable Salary or Net Pensionable Salary, as the case may be, before the said reduction the Committee may approve additional benefits in respect of Reckonable Service up to and including 31 December 2011 on the basis of the following formulae:

(a) for Member's pension $N/80$ of D

(b) for spouse's or civil partner's pension $N/160$ of D

(c) for retirement or death lump sum benefits $3N/80$ of D

where:

N is the number of years of the Member's Reckonable Service up to and including 31 December 2011 before the date of the said reduction, and

D is the difference between Final 2011 Pensionable Salary or Final 2011 Net Pensionable Salary, as the case may be, and the updated value at 31 December 2011 as Revalued of the Pensionable Salary or Net Pensionable Salary, as the case may be, which applied immediately before the said reduction,

provided that where the reduction in Pensionable Salary or Net Pensionable Salary, as the case may be, in respect of Reckonable Service up to and including 31 December 2011, results from an illness which is not

caused by a work-related injury, the Committee may approve additional benefits in respect of Reckonable Service up to and including 31 December 2011 only on the basis of a recommendation from the Board and subject to the agreement of the Minister with the concurrence of the Minister for Public Expenditure and Reform in each individual case.

- 47.5 Where additional benefits are approved in accordance with Rules 47.1 and 47.3, children's pensions, if any, shall be adjusted by a pro-rata amount related to the additional benefit payable in respect of the spouse or civil partner in accordance with the aforementioned formulae, provided that the total death benefit payable in any individual case shall not be greater than the limits set out in Revenue regulations made under the Finance Acts, and provided that for the purpose of Rules 47.1 and 47.3 the Pensionable Salary or Net Pensionable Salary, as the case may be, shall be updated by reference to increases applied to the equivalent grade and salary point and to the same or similar payments being received by other Contributing Members between the date of cessation or reduction of the said payment and the date of retirement or death in service of the Board.
- 47.6 Where additional benefits are approved in accordance with Rules 47.2 and 47.4, children's pensions, if any, shall be adjusted by a pro-rata amount related to the additional benefit payable in respect of the spouse or civil partner in accordance with the aforementioned formulae, provided that the total death benefit payable in any individual case shall not be greater than the limits set out in Revenue regulations made under the Finance Acts, and provided that for the purpose of Rules 47.2 and 47.4 the Pensionable Salary or Net Pensionable Salary, as the case may be, in respect of Reckonable Service up to and including 31 December 2011 shall be updated by reference to increases applied to the equivalent grade and salary point and to the same or similar payments being received by other Contributing Members between the date of cessation or reduction of the said payment and 31 December 2011, as Revalued.

48. **Adjustment to Benefits in Consequence of Retirement Between Ages 55 and 60**

A Contributing Member on or after 1 January 1988 may opt to retire from the Board's service at any age between 55 and 60 years, in which event the relevant retirement benefits listed in Rule 39 shall be calculated under Rule 59 based on and in respect of Reckonable Service at the date of retirement and shall be reduced actuarially by an amount to be decided by the Actuary which shall take full account of the total additional actuarial liability arising from the aforementioned early retirement and which shall be subject to approval by the Board and the Committee.

49. **Adjustment of Benefits in light of Evidence or Information**

If any information, authority or evidence required under Rules 24 or 26 is not furnished, or proves to be inaccurate, or shows that evidence or information previously supplied was inaccurate, the Committee may, with the advice of the Actuary where actuarial calculations are required, alter the amount of or the terms applicable to, or withhold or cease payment of, any benefit payable under the Scheme as respects the person concerned.

50. **Adjustment of Benefits in Cases where Contributions Not Repaid**

If for any reason the repayment of the contributions with interest provided under Rule 33.1(b) has not been completed at the date any benefit or benefits shall fall due, such benefit or benefits shall be reduced by such amount as the Actuary shall certify to be appropriate unless the Member or, in the case of his death, his legal personal representative shall make good the deficiency in the re-payment to the Fund.

PART EIGHT—BENEFITS ON RETIREMENT

51. **Retirement Pensions**

51.1 Each Contributing Member on or after 1 October 1981 will:

- (a) on retirement on or after Normal Retiring Date, or
- (b) on earlier retirement on account of failure of health provided that 5 years' service has been completed:

be paid a pension for his life from the date of his retirement under whichever of Rule 51.2 or Rule 51.3 applies to the Contributing Member.

51.2 In the case of Rule 51.1 applying prior to 1 January 2012, the pension shall be at the rate of 1/80th part of his Final Net Pensionable Salary, in the case of a Co-ordinated Member, or his Final Pensionable Salary in any other case, for each year of his Reckonable Service, provided that in no case shall the pension payable exceed 40/80ths of the Final Net Pensionable Salary or the Final Pensionable Salary, as the case may be.

51.3 In the case of Rule 51.1 applying after 31 December 2011, the pension shall be the aggregate of the following amounts up to a maximum of 40 years' Reckonable Service by selecting the amounts from the best 40 years' Reckonable Service under (a) and (b):

- (a) Reckonable Service prior to 1 January 2012

In respect of Reckonable Service prior to 1 January 2012, the pension shall be at the rate of:

- (i) 1/80th of the Contributing Member's Final 2011 Net Pensionable Salary, in the case of a Co-ordinated Member, or
- (ii) 1/80th of the Member's Final 2011 Pensionable Salary in any other case,

for each year of the Contributing Member's Reckonable Service up to and including 31 December 2011, plus Revaluation under Rule 51.4,

(b) Reckonable Service commencing on 1 January 2012

In respect of each Reckonable Year, the pension shall be at the rate of:

- (i) 1/80th of a Contributing Member's Net Pensionable Salary for that Reckonable Year in the case of a Co-ordinated Member, plus Revaluation under Rule 51.4, or
- (ii) 1/80th of the Contributing Member's Pensionable Salary for that Reckonable Year in any other case, plus Revaluation under Rule 51.4,
- (iii) in the case of part of a Reckonable Year, the result under (i) or (ii) being divided by 365.25 days and then multiplied by the number of completed days of Reckonable Service in the calendar year to which part of the Reckonable Year relates, plus Revaluation under Rule 51.4,

the results for the Contributing Member for each Reckonable Year being aggregated in respect of Reckonable Service commencing on 1 January 2012 to give the pension under Rule 51.3(b) payable to the Contributing Member.

51.4 A pension under Rule 51.3 shall be Revalued:

- (a) in the case of the pension under Rule 51.3(a) at the end of each Revaluation Year and in the case of the pension under Rule 51.3(b) at the end of the Revaluation Year immediately following the Reckonable Year in which the pension under Rule 51.3(b) accrued, and at the end of each Revaluation Year thereafter,
- (b) by the amount of the Revaluation Percentage,
- (c) until the end of the Revaluation Year immediately preceding the Reckonable Year in which occurs the earlier of:
 - (i) the date when payment of the pension begins,
 - (ii) the Contributing Member's Normal Retiring Date,
 - (iii) the date of the Contributing Member's death, or

- (iv) the date of the Contributing Member ceasing to be in the service of the Board other than in the circumstances of (i) to (iii).

Reference in the Rules to the amount of the pension under Rule 51.3 at any date is a reference to the pension as Revalued at that date unless expressly stated otherwise.

- 51.5 Where a Co-ordinated Member is in receipt of a pension under this scheme and is unemployed and, due to causes outside his own control:

- (a) fails to qualify for a Social Welfare Benefit or
 (b) qualifies for Social Welfare Benefit at a reduced rate

then for so long as the preconditions set out in this Rule 51.5 are complied with, the person concerned may, at the discretion of the Committee be paid a supplementary pension from this scheme.

- 51.6 In the case of Rule 51.5 applying prior to 1 January 2012, the amount of the supplementary pension payable to the Co-ordinated Member 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 Rule 51.2 if such pension had been calculated by reference to Final Pensionable Salary rather than Final Net Pensionable Salary,

B is the amount of the pension actually payable to the former Member and

C is the annual amount of the reduced rate of Social Welfare Benefit, if any, which is payable to the former Member.

- 51.7 In the case of Rule 51.5 applying after 31 December 2011, the following shall apply:

- (a) In respect of Reckonable Service up to and including 31 December 2011, the amount of the supplementary pension payable to the Co-ordinated Member 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 Rule 51.3(a) in respect of Reckonable Service up to and including 31 December 2011 if such pension had been calculated

by reference to Final 2011 Pensionable Salary rather than Final 2011 Net Pensionable Salary,

B is the amount of the pension in respect of Reckonable Service up to and including 31 December 2011 actually payable to the former Member and

C is the annual amount of the reduced rate of Social Welfare Benefit, if any, which is payable to the former Member.

- (b) In respect of Reckonable Service after 31 December 2011, the amount of the supplementary pension payable to him in respect of a Reckonable Year shall be the amount, if any, arrived at by the formula

$$A - (B+C)$$

where

A is the annual amount of the pension which would be payable to the former Member under Rule 51.3(b) in respect of a Reckonable Year if such pension had been calculated by reference to Pensionable Salary instead of Net Pensionable Salary for that Reckonable Year,

B is the amount of the pension actually paid to the former Member in respect of that Reckonable Year,

C is the annual amount of the reduced rate of Social Welfare Benefit, if any, which is payable to the former Member.

- 51.8 If a Contributing Member so wishes, he may elect at Normal Retiring Date or earlier date of retirement on the grounds of ill-health, to convert all or portion of his benefit under Rule 56.1 to increase the pension payable to himself under Rule 51.1 and/or his spouse or civil partner under Rule 76.1(a)(ii). The conversion rate shall be decided by the Actuary but the maximum aggregate pension payable to him shall not exceed 40/60ths, and the maximum to his spouse or civil partner 40/160ths, of his Final Pensionable Salary.
- 51.9 Pensions are to be regarded as strictly personal and shall not be assigned, charged, or alienated in any way. Nothing herein contained shall prevent a Member from bequeathing by will any moneys from the Fund in which he may have a transmissible interest.
- 51.10 No Member in receipt of pension shall do any act, or convey any information inimical to the interests of the Board.
- 51.11 Subject to Rule 51.12 pensions payable under Rule 51 shall be payable during the life time of the pensioner to the date of his death, provided that:

- (a) if the pensioner dies within seven years of the date of his retirement, payment of his pension shall be continued to his legal personal representative until the completion of seven years from the said date of retirement if, but only if, the pensioner had not exercised the option hereinafter provided in Rule 52, but in reckoning the said period of seven years any period subsequent to the Member's Normal Retiring Date in respect of which no pension has been paid shall be excluded, and
- (b) if requested by the legal personal representative so to do, the Committee may, if they think fit, commute any balance so payable for a single payment of such amount as the Actuary shall certify to be fair and reasonable.

51.12 The guarantee of payment of pension for seven years as set out in Rule 51.11 shall not apply to:

- (a) a Former Manual Member who became a contributing member of the ESB Manual Workers' Superannuation Scheme after 6 July 1980, or
- (b) a Member who is not a Former Manual Member who entered the Board's service on or after 1 January 1977, or
- (c) a Member who is a contributor for Spouses' & Children's Pensions, unless
 - (i) he contributes for Original Spouses' and Children's Pensions;
 - (ii) he does not opt to contribute for Revised Spouses' and Children's Pensions before his retirement, and
 - (iii) he has never been married or has never become a civil partner or has been married or become a civil partner but his spouse or civil partner has died before the date of his retirement and in the case of a marriage, there are no dependent children of the marriage at the date of his retirement.

52. Option to Surrender Retirement Pension in exchange for Pension for Spouse, Civil Partner or Dependant ("Option on Joint Lives")

52.1 A Contributing Member who is not a contributor for Spouses' and Children's Pensions may at any time before Normal Retiring Date, but not after he has ceased to be in the service of the Board by notice in writing (hereinafter called the "notice") to the Committee, elect to surrender a portion of the pension to which he would be entitled under Rule 51 and in lieu of the portion so surrendered there shall be payable either:

- (a) to his spouse, civil partner or such other dependant named by him in the notice as the Committee may approve a deferred pension, not exceeding in amount the balance of the pension not surrendered by

him, commencing on the day after the date of his death and continuing for the remainder of the lifetime of his said spouse, civil partner or said dependant as the case may be, or

- (b) to his spouse, civil partner or such other dependant named by him in the notice as the Committee may approve, a deferred pension, equal in amount to one-third of the balance of the pension not surrendered by him, commencing on the day after the date of his death and continuing for the remainder of the lifetime of his said spouse, civil partner or said dependant, provided that if his spouse, civil partner or dependant shall die before him after he has ceased to be in the service of the Board the balance of the pension payable to him for the remainder of his lifetime shall be reduced by one-third, or
- (c) to such dependant named by him in the notice as the Committee may approve, a deferred pension, equal in amount to the balance of the pension not surrendered by him, commencing on the day after the date of his death and continuing until the date of death of such dependant or the date on which such dependant attains a specified age, whichever of the latter two dates is the earlier.

The proportion of the pension to be surrendered by a Member who elects in one of the three manners hereinbefore provided shall be determined by the Actuary whose determination shall be final and conclusive.

- 52.2 Any notice may, with the consent of the Committee, be revoked by the Contributing Member at any time prior to his ceasing to be in the service of the Board, and in the event of the death of his spouse, civil partner or other nominated dependant as aforesaid prior to his so ceasing such notice shall, ipso facto, be deemed to be revoked as if the same had not been given.
- 52.3 If the Contributing Member names in the notice a dependant of whom the Committee do not approve such notice shall, ipso facto, be deemed to be revoked as if the same had not been given.
- 52.4 If the Committee fails within forty days of the receipt of the notice by the Committee to notify in writing the Contributing Member of the fact that the Committee do not approve of the dependant named by him in the notice the Committee shall be deemed to have approved such dependant.
- 52.5 A person who is a contributor for Spouses' and Children's Pensions and, who, at the date of his retirement, is unmarried, is not a civil partner, is a widow/widower, or is a former civil partner due to the prior death of the other civil partner may exercise the options set out in this Rule in favour of a named dependant subject to the full provisions of this Rule.

53. Limitation or Cessation of Retirement Pensions in Certain Cases

53.1 Where a Contributing Member retires at Normal Retiring Date on or after 1st April 1969 and is subsequently re-employed by the Board or by any person or firm which is directly or indirectly controlled by the Board, the amount of his pension payment from the Scheme shall be limited to that amount which, added to the payment which he receives from the Board during the said period of re-employment, equals the remuneration which the pensioner would have received in respect of that period if during it he:

- (a) held the position in which he served on the last day of his pensionable service, but
- (b) was remunerated at the rate of remuneration of which he was in receipt on that day (including the money value of apartments, rations or perquisites in kind) subject, however, in case changes have taken place 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 Board.

Provided always that the application of this Rule may be waived by the Committee whenever it is informed by the Board that the Member possesses particular training and experience required for particular work in the Board and it is not practicable to meet that requirement otherwise than by re-employment of such Member.

53.2 In the event of a Contributing Member who has retired from the service of the Board owing to failure of health recovering sufficiently to return, and returning to the employment of the Board, the pension, if any, shall cease to be payable, and the Committee shall deal with the case in such manner as they shall deem just and reasonable, taking all the circumstances into consideration and having consulted the Actuary.

54. Benefits in Lieu of Pension on Retirement Due to Failure of Health with Short Service

In the event of a Contributing Member retiring on or after 1st April 1976 due to failure of health before two years' Reckonable Service (or such other period of Reckonable Service as may for the time being be stipulated under the Pensions Act to qualify for a preserved benefit under that Act) has been completed, all contributions paid by him to the Fund in respect of pension benefits will be returned with Compound Interest. Lump sum benefit as set out in Rule 56 will also be payable to such a Member.

55. Benefits on Retirement of Certain Members on Marriage

55.1 A Contributing Member who entered the service of the Board before 1 January 1975 who retires on marriage will at her request be paid:

- (a) a sum equal to 1/12th of her Pensionable Salary, at the rate payable at the date of her retirement, in respect of each year of her Reckonable Service, subject to a maximum of one year's Pensionable Salary, and
- (b) the portion of her contributions to the Fund in respect of lump sum retirement benefits with Compound Interest thereon
- (c) in lieu of all other benefits under the Scheme.

55.2 If a Member who received any benefit under Rule 55.1 is re-employed by the Board she may reckon her former service by the repayment to the Fund of the amount set out in Rule 38.7.

56. Retirement Lump Sum Benefits

56.1 Subject to Rule 51.8 each Contributing Member will as and from 1st October 1981, on retirement on or after Normal Retiring Date or on earlier retirement on account of failure of health, be paid a lump sum benefit of an amount equal to the greater of (i) the amounts under which ever applies to the Contributing Member of Rule 56.2 or Rule 56.3(a) and Rule 56.3 (b) as increased under Rule 56.4, and (ii) the amount under Rule 56.5.

56.2 In the case of Rule 56.1 applying prior to 1 January 2012, the lump sum benefit shall be of an amount equal to:

- (a) 3/80th of his Final Pensionable Salary for each year of his Reckonable Service up to a maximum of 40 years, or
- (b) if on 1 October 1981, the Member was a Contributing Member of this Scheme or a contributing member of the ESB Manual Workers' Superannuation Scheme who elected to transfer to this Scheme and if greater, one year's Pensionable Salary, based on the annual rate of Pensionable Salary payable at the date when payment of this benefit becomes due.

56.3 In the case of Rule 56.1 applying after 31 December 2011, the lump sum benefit under Rule 56.1 shall be the aggregate of the following amounts up to a maximum of 40 years' Reckonable Service by selecting the amounts from the best 40 years' Reckonable Service under (a) and (b):

- (a) Reckonable Service prior to 1 January 2012

In respect of Reckonable Service prior to 1 January 2012, the lump sum shall be at the rate of 3/80th of the Contributing Member's Final 2011 Pensionable Salary for each year of his Reckonable Service up to and including 31 December 2011 plus Revaluation under Rule 56.4,

- (b) Reckonable Service commencing on 1 January 2012

In respect of each Reckonable Year, the lump sum shall be at the rate of:

- (i) $\frac{3}{80}$ th of the Contributing Member's Pensionable Salary for that Reckonable Year plus Revaluation under Rule 56.4, or
- (ii) in the case of part of a Reckonable Year, the result under (i) being divided by 365.25 days and then multiplied by the number of completed days of Reckonable Service in the calendar year to which part of the Reckonable Year relates plus Revaluation under Rule 56.4,

the results for the Contributing Member for each Reckonable Year being aggregated in respect of Reckonable Service commencing on 1 January 2012 to give the lump sum payable to the Contributing Member,

56.4 The lump sum under Rule 56.3 shall be Revalued:

- (a) in the case of the lump sum under Rule 56.3(a) at the end of each Revaluation Year and in the case of the lump sum under Rule 56.3(b) at the end of the Revaluation Year immediately following the Reckonable Year in which the lump sum accrued, and at the end of each Revaluation Year thereafter,
- (b) by the amount of the Revaluation Percentage,
- (c) until the end of the Revaluation Year immediately preceding the Reckonable Year in which occurs the earlier of:
 - (i) the date when payment of the lump sum is made,
 - (ii) the Contributing Member's Normal Retiring Date,
 - (iii) the Contributing Member's death, or
 - (iv) the date the Contributing Member ceases to be in the service of the Board other than in the circumstances of (i) to (iii).

Reference in the Rules to the amount of the lump sum under Rule 56.1 at any date is a reference to the lump sum as Revalued to that date unless expressly stated otherwise.

- 56.5 If on 1 October 1981, the Member was a Contributing Member of this Scheme or a contributing member of the ESB Manual Workers' Superannuation Scheme who elected to transfer to this Scheme and if greater than the amount under Rule 56.3(a) and Rule 56.3(b) as Revalued under Rule 56.4, one year's Pensionable Salary, based on the annual rate of Pensionable Salary calculated under 1.1(bbb)(ii) payable at the date when payment of this benefit becomes due shall be paid.

57. Benefit on Death in Retirement

57.1 In the event of the death before attaining age 60 of a Member who has retired from the service of the Board on the grounds of ill-health and who has elected to continue to contribute for the alternative lump sum in accordance with Rule 38.11, an alternative lump sum will become payable to the estate of the retired Member. The alternative lump sum will be calculated on the basis of the ages, amounts and conditions described in Rule 67.5, but based on the full Pensionable Salary rate on which the Member's pension at date of death is based and reduced as calculated by the Actuary to take account of the retirement benefit which was paid to the Member at retirement.

57.2 In the event of the death on or after 7 July 1999 and after retiring from the service of the Board of a Member who had elected to contribute for the alternative lump sum referred to in Rule 38.11 and who has continued so to contribute until attaining age 60, a lump sum shall become payable to the estate of the Member.

57.3 The amount of any lump sum payable under Rule 57.2 shall be as set out in the following table:

Age	Lump Sum Death occurring on or after 7 July 1999	Lump Sum Death occurring on or after 5 December 2007
In the case of a Member who attained age 60 on or after 7 July 1999	20% of the Member's Pensionable Salary at age 60, or the Salary he would have had at that age, had he not retired.	30% of the Member's Pensionable Salary at age 60, or the Salary he would have had at that age, had he not retired.
In the case of a Member who attained age 60 before 7 July 1999:		
Who ceased to pay contributions under Rule 38.11 on or after 7 July 1998	18% of such Pensionable Salary	27% of such Pensionable Salary
Who ceased to pay contributions under Rule 38.11 between 7 July 1997 and 6 July 1998	14% of such Pensionable Salary	21% of such Pensionable Salary
Who ceased to pay contributions under Rule 38.11 between 7 July 1996 and 6 July 1997	10% of such Pensionable Salary	15% of such Pensionable Salary
Who ceased to pay contributions under Rule 38.11 between 7 July 1995 and 6 July 1996	6% of such Pensionable Salary, or €1,270 if greater	9% of such Pensionable Salary, or €1,905 if greater
Who ceased to pay contributions under Rule 38.11 between 7 July 1994 and 6 July 1995	3% of such Pensionable Salary, or €1,270 if greater	4.5% of such Pensionable Salary, or €1,905 if greater
Who ceased to pay contributions under Rule 38.11 before 7 July 1994	€635	€952.50

PART NINE—BENEFITS ON LEAVING SERVICE**58. Benefits on Leaving Service**

- 58.1 If a Contributing Member leaves the service of the Board before reaching Normal Retiring Date and without being entitled to benefits under Rules 51 and 56, benefits shall be payable as follows.
- (a) In the case of a Contributing Member who under Rule 64.1(a) is not entitled to a refund of contributions, he shall receive the benefits set out in Rule 59 in respect of his entire Reckonable Service.
 - (b) In the case of a Contributing Member who leaves the service of the Board before 1 January 1991 and having completed at least five years' Reckonable Service, he may elect to receive either
 - (i) if he leaves service for reasons other than misconduct or failure of health and subject in every case to Rule 64.1(a), the benefits described in Rule 60 in respect of his entire Reckonable Service,
 - or
 - (ii) the benefits described in Rule 59 in respect of his entire Reckonable Service.
 - (c) In the case of a Contributing Member who leaves the service of the Board between 1 January 1991 and 1 June 2002 having completed at least five years' Reckonable Service, of which two years fall after 1 January 1991, he may elect to receive either
 - (i) Both
 - (A) the benefits described in Rule 59 in respect of his Reckonable Service completed since 1 January 1991, and
 - (B) if he leaves service for reasons other than misconduct or failure of health and subject in every case to Rule 64.1(a), the benefits described in Rule 60 in respect of his Reckonable Service completed up to 1 January 1991,
 - or
 - (ii) the benefits described in Rule 59 in respect of his entire Reckonable Service.
 - (d) In the case of a Contributing Member who leaves the service of the Board after 1 June 2002 having completed at least two years' Reckonable Service, he shall receive the benefits set out in Rule 59 in respect of his entire Reckonable Service.
 - (e) In any other case, if he leaves service for reasons other than misconduct or failure of health and subject in every case to Rule 64.1(a),

he shall receive the benefits set out in Rule 60 in respect of his entire period of Reckonable Service.

59. Deferred Benefits

59.1 The benefits payable under Rule 59 shall be a pension and a lump sum.

59.2 In the case of a Contributing Member who leaves the service of the Board prior to 1 January 2012, the benefit payable under this Rule shall be:

(a) a pension commencing on the Member's 60th birthday of 1/80th of

(i) the Final Net Pensionable Salary, in the case of a Co-ordinated Member, or

(ii) the Final Pensionable Salary in any other case,

of which he was in receipt at the date of his ceasing to be employed by the Board, where the Final Net Pensionable Salary and Final Pensionable Salary is updated in line with increases to pensions granted under Rule 42.4 since the date of his ceasing to be employed by the Board, for each year of Reckonable Service up to a maximum of 40 years in respect of which the benefit is payable, provided that the State Pension (Contributory) used in calculating Final Net Pensionable Salary, in the case of a Former Contributing Member who attains age 60 on or before 31 December 2011, is increased by reference to the rate applicable at the time the Member attains 60 years of age, and in the case of a Former Contributing Member who attains age 60 after 31 December 2011 is the rate applicable at 31 December 2011, and

(b) a lump sum payable on the Member's 60th birthday of 3/80ths of the Member's Final Pensionable Salary, where the Final Pensionable Salary is updated in line with increases to pensions granted under Rule 42.4 since the date of his ceasing to be employed by the Board, for each year of Reckonable Service up to a maximum of 40 years in respect of which the benefit is payable.

59.3 In the case of a Contributing Member who leaves the service of the Board after 31 December 2011 the benefit payable under this Rule shall be a pension commencing on the Member's 60th birthday of the amount under (a) in the case of a Defined Contribution Scheme Member or of the aggregate of the amounts under (a) and (b) in the case of any other Contributing Member by selecting the amounts from the best 40 years' Reckonable Service under (a) and (b):

(a) Reckonable Service prior to 1 January 2012

In respect of Reckonable Service prior to 1 January 2012, the pension shall be at the rate of:

- (i) 1/80th of the Final 2011 Net Pensionable Salary, in the case of a Co-ordinated Member for each year of Reckonable Service up to and including 31 December 2011 plus Revaluation under Rule 59.5, or
- (ii) 1/80th of the Final 2011 Pensionable Salary for each year of Reckonable Service up to and including 31 December 2011 plus Revaluation under Rule 59.5 in any other case.

(b) Reckonable Service commencing on 1 January 2012

In respect of each Reckonable Year, the pension shall be at the rate of:

- (i) 1/80th of a Contributing Member's Net Pensionable Salary for that Reckonable Year in the case of a Co-ordinated Member plus Revaluation under Rule 59.5, or
- (ii) 1/80th of the Contributing Member's Pensionable Salary for that Reckonable Year plus Revaluation under Rule 59.5 in all other cases.

In the case of part of a Reckonable Year, the result under (i) or (ii) (as the case may be) being divided by 365.25 days and then multiplied by the number of completed days of Reckonable Service in the calendar year to which part of the Reckonable Year relates plus Revaluation under Rule 59.5,

the results for the Contributing Member for each Reckonable Year being aggregated in respect of Reckonable Service commencing on 1 January 2012 to give the pension under Rule 59.3(b) payable to the Contributing Member.

59.4 In the case of a Contributing Member who leaves the service of the Board after 31 December 2011, a lump sum payable on the Member's 60th birthday shall be of an amount equal to the amount under (a) in the case of a Defined Contribution Scheme Member or the aggregate of the amounts under (a) and (b) in the case of any other Contributing Member up to a maximum of 40 years Reckonable Service:

(a) Reckonable Service prior to 1 January 2012

In respect of Reckonable Service prior to 1 January 2012, the lump sum shall be at the rate of 3/80ths of the Member's Final 2011 Pensionable Salary for each year of Reckonable Service up to and including 31 December 2011 plus Revaluation under Rule 59.5.

(b) Reckonable Service commencing on 1 January 2012

In respect of each Reckonable Year, the lump sum shall be at the rate of:

- (i) 3/80th of the Member's Pensionable Salary for that Reckonable Year plus Revaluation under Rule 59.5, or

in the case of part of a Reckonable Year, the result under (i) being divided by 365.25 days and then multiplied by the number of completed days of Reckonable Service in the calendar year to which part of the Reckonable Year relates plus Revaluation under Rule 59.5.

59.5 Revaluation during service with the Board: The pension under Rule 59.3 and the lump sum under Rule 59.4 shall be Revalued:

- (a) in the case of the pension under Rule 59.3(a) or the lump sum under Rule 59.4(a) at the end of each Revaluation Year and in the case of the pension under Rule 59.3(b) and the lump sum under Rule 59.4(b) at the end of the Revaluation Year immediately following the Reckonable Year in which the pension and the lump sum accrued, and at the end of each Revaluation Year thereafter,
- (b) by the amount of the Revaluation Percentage,
- (c) until the end of the Revaluation Year immediately preceding the Reckonable Year in which occurs the date the Contributing Member or the Defined Contribution Scheme Member ceases to be in the service of the Board.

Reference in the Rules to the amount of the pension under Rule 59.3 or the amount of the lump sum under Rule 59.4 at any date is a reference to the pension or lump sum as Revalued to that date unless expressly stated otherwise.

59.6 Updating after leaving the service of the Board: In the calculation of the pension and lump sum under Rule 59, the Final 2011 Net Pensionable Salary, Final 2011 Pensionable Salary, Net Pensionable Salary or Pensionable Salary (as the case may be) is updated in line with increases to pensions granted under Rule 42.4 since the date of the Member ceasing to be employed by the Board until the earlier of the date when payment of the pension and lump sum begins, the Member's 60th birthday or the Member's death.

60. **Refund of Contributions**

60.1 The benefit payable under this Rule shall be a lump sum payable immediately equal to

- (a) all the contributions paid by the Member to the Fund during the period of Reckonable Service in respect of which this benefit is payable, except contributions (if any) paid under Rule 38.11, with Compound Interest calculated up to the date on which he leaves the service of the Board, plus

- (b) with effect from 3 June 1988 in the case of a Member who during the period of Reckonable Service in respect of which this benefit is payable was absent on leave at reduced pay or seconded to another employment or to the Oireachtas and who paid contributions to the Fund on behalf of the Board for the duration of such period of absence or secondment, all the said contributions paid on behalf of the Board without interest.

61. **Death in Deferral**

61.1 If a former Contributing Member entitled under Rule 58.1 to the benefits set out in Rule 59 who was a contributor for the benefits set out in Rules 71 to 73:

- (a) dies leaving a spouse, civil partner and/or dependent children, there shall be paid:
 - (i) spouse's, civil partner's and/or children's pensions based on the former Contributing Member's Reckonable Service prior to 1 January 2012 and any Reckonable Years comprising Reckonable Service after 31 December 2011 as the case may be in respect of which the benefits set out in Rule 59 were payable and on his updated Final 2011 Net Pensionable Salary or Final 2011 Pensionable Salary, Net Pensionable Salary or Pensionable Salary as the case may be pursuant to Rule 59.6, but otherwise in accordance with the provisions of Rules 71 to 73, and,
 - (ii) provided that if the former Member's death occurs before he attains the age of 60 years, the lump sum benefit set out in Rule 59.2(b) or Rule 59.4 as the case may be shall be payable to the estate of the former Member;
- (b) dies leaving no spouse, civil partner or dependent children and before attaining the age of 60 years, there shall be payable to his estate;
 - (i) a refund of the portion of his normal contributions in respect of pension benefit paid during the Reckonable Service in respect of which the benefits set out in Rule 59 were payable plus Compound Interest, and
 - (ii) if he never married or never became a civil partner, a refund of all his contributions for spouse's, civil partner's and children's benefits paid during the Reckonable Service in respect of which the benefits set out in Rule 59 were payable plus Compound Interest or, if a widower, widow, or a former civil partner due to the prior death of the other civil partner the amount of these contributions made by him from the date of his spouse's or civil partner's death to the date of his ceasing to be employed by the Board plus Compound Interest, provided that no contributions shall be payable where the spouse or civil partner was alive at

the date on which the former Member ceased to be employed by the Board, and

(iii) the lump sum benefit set out in Rule 59.2(b) or Rule 59.4,

or, if the entitlement of the former Contributing Member arose under Rule 58.1(c) or 58.1(d), any greater amount which the actuary certifies to be equivalent to the entitlement of the Contributing Member under Rule 58.1.

61.2 If a former Contributing Member entitled under Rule 58.1 to the benefits set out in Rule 59 who was not a contributor for the benefits set out in Rules 71 to 73 dies before attaining the age of 60 years there shall be payable to his estate:

(a) a refund of the portion of his normal contributions in respect of pension benefit paid during the Reckonable Service in respect of which the benefits set out in Rule 59 were payable plus Compound Interest, and

(b) the lump sum benefit set out in Rule 59.2(b) or Rule 59.4, or

(c) if the entitlement of the former Contributing Member arose under Rule 58.1(c) or 58.1(d), any greater amount than that under Rule 61.2(a) and Rule 61.2(b) which the actuary certifies to be equivalent to the entitlement of the Contributing Member under Rule 58.1.

61.3 In the event of the death of a Member after the date of resignation from the service of the Board under the Performance Improvement Project Severance Scheme 2012 and prior to attaining age 60, where such Member had paid on or before the date of such resignation a contribution under Rule 38.11 for the alternative lump sum in the event of his death prior to attaining age 60, a lump sum shall become payable to the estate of the Member calculated under Rule 67.5 as if the Member had died in the service of the Board prior to attaining age 60.

In such case, Pensionable Salary is the Pensionable Salary on which the Member's lump sum benefit set out in Rules 59.4, 59.5 and 59.6 is calculated.

62. **Re-Employment after Leaving Service**

62.1 Any person who leaves the service of the Board for reasons other than misconduct or failure of health with entitlement to benefits under Rule 58 and who is re-employed by the Board before 1 January 2011 (whether in a capacity the same as or different from that in which he was previously employed) may (subject to the other Rules of the Scheme) be eligible for re-admission to the Scheme so long as payment of any benefits set out in Rule 59 has not commenced. Such persons shall not be eligible for re-admission with effect on and from 1 January 2011.

62.2 A person who is so re-admitted to the Scheme may repay (with interest at such rate as the Committee may prescribe) any benefits set out in Rule 60 which have been paid, in which case his entitlement to benefits for his prior service under Rule 58 shall cease, and the Reckonable Service by reference to which those benefits would have been calculated shall be aggregated with his Reckonable Service following re-employment for the purpose of calculating any future benefits under the Scheme.

63. Transfer to Approved Organisations or Civil Service

63.1 Subject to Rule 66 whenever a Member of the Scheme is transferred or appointed to an established position in the Civil Service or in an Approved Organisation, the Committee may, subject to the provisions of Section 4 of the Superannuation and Pensions Act, 1963 (No. 24 of 1963) make such payment if any out of the Fund to the Minister for Public Expenditure and Reform or to such Approved Organisation as may be appropriate in accordance with arrangements agreed from time to time between the said Minister and the Board, and Approved Organisations and the Board, as the case may be.

63.2 Any Member in respect of whom a payment is made under Rule 63.1 shall have no further entitlement to any benefits under the Scheme.

64. Transfer to Local Government Organisations

64.1 Subject to Rule 66 where a person who is or was a Contributing Member of the Scheme is or was appointed to a position, service in which is capable of being reckoned under the provisions of Chapter 2 or 3 of Part II of the Local Government (Superannuation) (Consolidation) Scheme 1998 (S.I. No. 455 of 1998), then notwithstanding any other provisions of this Scheme the following regulations shall apply:

- (a) He shall not be entitled to any refund of contributions paid under the Scheme and, where a sum in respect of his contributions or his contributions and interest thereon has already been refunded to him he shall be entitled to repay to the Fund such sum with interest at such rate as the Committee shall prescribe and in a manner to be determined by the Committee.
- (b) Where a lump sum, allowance or gratuity is paid under the Local Government Superannuation Code to or in respect of any person by a local authority, and in determining the amount thereof, any period of service with the Board has been taken into account, the Member shall not be entitled to any benefit under the Scheme in respect of that service and the Committee shall refund to the local authority part of the lump sum, allowance or gratuity in accordance with the provisions of article 279 of the Local Government (Superannuation) (Consolidation) Scheme 1998 (S.I. No. 455 of 1998).

64.2 Notwithstanding anything stated in the foregoing paragraph, the Board may enter into reciprocal arrangements with Local Authorities making different provision for transfers of service between the Board and Local Authorities under Part IV of the Local Government (Superannuation) (Consolidation) Scheme 1998 (S.I. No. 455 of 1998) with effect from dates on or after 22 November, 1984.

65. **Transfer Out**

65.1 Whenever any Member is entitled to deferred benefits under Rule 59 which have not yet come into payment, the Committee may upon the request of the Member concerned and shall, if so required by law, arrange for a transfer of assets to be made out of the Fund in respect of that Member to:

- (a) the trustees or other persons having the necessary power of another retirement benefits scheme which is approved by the Revenue Commissioners and in which the Member or former Member concerned participates; or
- (b) a Life Office for application under a contract, written in the name of the Member, which is approved by the Revenue Commissioners for the purposes of receiving transfer payments from retirement benefits schemes; or
- (c) the provider of a personal retirement savings account in respect of which the Member is the contributor.

65.2 Subject to Rule 66 the amount of any transfer made under Rule 65.1 shall be determined by the Committee on the advice of the Actuary having regard to the deferred benefits payable or prospectively payable to, or in respect of, the Member and taking account of any actuarial reduction advised by the Actuary in order to comply with the terms of any funding proposal submitted to the Pensions Board.

65.3 The Committee shall notify any person or persons to whom a transfer is made under Rule 65.1 of the information needed to administer the transfer and any benefits payable in respect of it in accordance with applicable legislation and with any requirements imposed by the Revenue Commissioners under the Taxes Consolidation Act, 1997.

65.4 Any Member in respect of whom a transfer is made under Rule 65.1 shall cease to be a Member and shall have no further entitlement to any benefits under the Scheme, and neither the Committee nor the Trustees shall have any responsibility to him in respect of the application of the amount transferred by the person or persons receiving it.

65.5 Notwithstanding anything stated in Rules 65.1 to 65.3, where a transfer of assets is agreed under this Rule in the case of a Contributing Member who:

(a) resigns from the service of the Board as part of a Voluntary Severance Scheme or Early Retirement Scheme on or after 12 April, 1996 and

(b) is under 40 years of age at date of resignation and

(c) receives compensation for loss of office from the Board,

no entitlement to a lump sum payment on retirement or death shall be included as part of the transfer.

66. Resignation under Voluntary Severance or Early Retirement Schemes

66.1 Notwithstanding anything stated in Rules 58 to 62, a Contributing Member who:

(a) resigns from the service of the Board as part of a Voluntary Severance Scheme or Early Retirement Scheme on or after 12th April, 1996 and

(b) is under 40 years of age at the date of resignation and

(c) receives compensation for loss of office from the Board, and

(d) would normally be entitled to pension and lump sum payments at age 60 under Rule 58,

shall be precluded from receiving any lump sum payment under that Rule and shall be entitled only to the pension payments set out in that Rule. Where such a Contributing Member dies before attaining the age of 60 years no lump sum shall be payable to the estate of the Member. The lump sum calculated in accordance with Rule 58 which would otherwise be payable to the Member or the Member's estate shall be paid by the Superannuation Scheme to the Board at the date of the Member's resignation, but based on the present value of the amount which would have been payable on the Member's 60th birthday.

66.2 Notwithstanding anything contained in Rules 58 to 62, the following shall apply to and in respect of a Contributing Member who resigns from the service of the Board under the Performance Improvement Project Severance Scheme 2012:

(a) If the period from the Contributing Member's date of resignation to attaining age 65 is greater than twenty-five years (because the Member has not attained age 40 at the date of resignation):

(i) the Member shall be precluded from receiving any lump sum payment under Rule 58,

- (ii) if the pension payable to the Member pursuant to Rule 58 would normally commence at age 60 under Rule 59.3, such pension shall not commence before attaining age 65,
 - (iii) in Rule 59.6 (Updating after leaving the service of the Board), the reference to “60th birthday” shall be replaced by “65th birthday”, and
 - (iv) in Rule 61 (Death in Deferral), Rule 61.1(a)(ii) and Rule 61.1(b)(iii) shall not apply, the reference in Rule 61.1 (b) and Rule 61.2 to “60 years” shall be replaced with “65 years” and Rule 61.2 (b) and Rule 61.2(c) shall not apply,.
- (b) If the period from the Contributing Member’s date of resignation to attaining age 65 is between twenty-five years and sixteen years (because the Member has attained age 40 but has not attained age 50 at the date of resignation):
- (i) if the pension and lump sum payable to the Member pursuant to Rule 58 would normally commence at age 60 under Rule 59.3 and Rule 59.4, such payments shall not commence before attaining age 65,
 - (ii) in Rule 59.6 (Updating after leaving the service of the Board), the reference to “60th birthday” shall be replaced by “65th birthday”, and
 - (iii) in Rule 61 (Death in Deferral), the reference in Rule 61.1(a)(ii), Rule 61.1 (b) and Rule 61.2 to “60 years” shall be replaced with “65 years”.
- (c) If the period from the Contributing Member’s date of resignation to attaining age 65 is between fifteen years and five years (because the Member has attained age 50 but has not attained age 60 at the date of resignation):
- (i) if the pension and lump sum payable to the Member pursuant to Rule 58 would normally commence at age 60 under Rule 59.3 and Rule 59.4, such payments shall not commence before attaining age 65,
 - (ii) the Member’s Reckonable Service shall be increased by multiplying the Member’s Severance Service by 0.1 subject to the Member’s Reckonable Service not exceeding 40 years and the payment of the contributions referred to in, and in accordance with, Rule 38.1(f) and Rule 38.2(f),
 - (iii) Rule 48 (Adjustment to Benefits in Consequence of Retirement Between Ages 55 and 60) shall not apply,
 - (iv) Rule 59.5 (Revaluation during service with the Board) shall apply to such Members as if (but only for this purpose) they

continued to be in the service of the Board until the 31 December immediately preceding the earlier of the Member attaining age 65 or the Member's death at which 31 December, such Revaluation shall cease,

- (v) Rule 59.6 (Updating after leaving the service of the Board) shall not apply to such Members,
- (vi) in Rule 61 (Death in Deferral), the reference in Rule 61.1(a)(ii), Rule 61.1 (b) and Rule 61.2 to "60 years" shall be replaced with "65 years".

PART TEN—BENEFITS ON DEATH IN SERVICE

67. Lump Sum Benefits on Death in Service

67.1 On the death prior to 1 January 2012 of a Member while in the service of the Board, a lump sum benefit shall be paid of an amount equal to

- (a) 3/80th of Pensionable Salary for each year of Reckonable Service up to a maximum of 40 years, or
- (b) if greater, one year's Pensionable Salary, based on the annual rate of Pensionable Salary payable at the date when payment of this benefit becomes due provided that in the case of Job Sharing or a Part-Time Employee the annual rate of Pensionable Salary shall be multiplied by the Part-Time Fraction applicable to the member when payment of this benefit becomes due.

67.2 On the death of a Member while in the service of the Board as and from 1 January 2012, a lump sum benefit shall be paid of an amount equal to the aggregate of the following amounts up to a maximum of 40 years' Reckonable Service by selecting the amounts from the best 40 years' Reckonable Service under (a) and (b):

- (a) Reckonable Service prior to 1 January 2012

In respect of Reckonable Service prior to 1 January 2012, the lump sum shall be at the rate of 3/80th of the Contributing Member's Pensionable Salary for each year of his Reckonable Service up to and including 31 December 2011 plus Revaluation under Rule 67.2(c),

- (b) Reckonable Service commencing on 1 January 2012

In respect of each Reckonable Year, the lump sum shall be at the rate of:

- (i) 3/80th of the Contributing Member's Pensionable Salary for that Reckonable Year plus Revaluation under Rule 67.2(c), or

in the case of part of a Reckonable Year, the result under (i) being divided by 365.25 days and then multiplied by the number of completed days of Reckonable Service in the calendar year to which part of the Reckonable Year relates plus Revaluation under Rule 67.2(c),

the results for the Contributing Member for each Reckonable Year being aggregated in respect of Reckonable Service commencing on 1 January 2012 to give the lump sum payable to the Contributing Member.

(c) The lump sum under Rule 67.2(a) and (b) shall be Revalued:

(i) in the case of the lump sum under Rule 67.2(a) at the end of each Revaluation Year and in the case of the lump sum under Rule 67.2(b) at the end of the Revaluation Year immediately following the Reckonable Year in which the lump sum accrued, and at the end of each Revaluation Year thereafter,

(ii) by the amount of the Revaluation Percentage,

(iii) until the end of the Revaluation Year immediately preceding the Reckonable Year in which occurs the Contributing Member's death.

(d) If greater than the aggregate of the amounts under (a) to (c) one year's Pensionable Salary, based on the annual rate of Pensionable Salary payable at the date when payment of this benefit becomes due shall be paid provided that in the case of Job Sharing or a Part-Time Employee the annual rate of Pensionable Salary shall be multiplied by the Part-Time Fraction applicable to the Member when payment of this benefit becomes due.

67.3 In the event of death in the service of the Board on or after 1st April 1988 of a Contributing Member who has elected to contribute for the alternative lump sum referred to in Rule 38.11 and who has paid contributions under that Rule up to the date of attaining age 60 or earlier death, an alternative lump sum calculated under Rule 67.5 may become payable to the estate of the Member in lieu of the benefit payable under Rule 67.1 or Rule 67.2 (as the case may be).

67.4 If a benefit becomes payable to the legal personal representative of a Member under Rules 68.1 or 68.2(a) it shall be paid in addition to any alternative lump sum which is payable under Rule 67.3 provided that the aggregate of the payments under Rules 68.1 or 68.2(a) and Rule 67.3 shall not be greater than the limits set out in Revenue Regulations made under the Finance Acts.

67.5 The amount of the alternative lump sum payable under Rule 67.3 shall be calculated on the basis of the age of the Member at the date of death and his Pensionable Salary in accordance with the following table:

In respect of deaths occurring before 7 July 1999

Age	Alternative Lump Sum
At any age up to and including the Member's 50th birthday	4 times Pensionable Salary
At age 52	3½ times Pensionable Salary
At age 54	3 times Pensionable Salary
At age 56	2½ times Pensionable Salary
At age 58	2 times Pensionable Salary
At age 60	1½ times Pensionable Salary
At any age after age 60	Nil

In respect of deaths occurring after 7 July 1999

Age	Alternative Lump Sum
any age up to and including the Member's 55th birthday	4 times Pensionable Salary
age 56	3½ times Pensionable Salary
age 57	3 times Pensionable Salary
age 58	2½ times Pensionable Salary
age 59	2 times Pensionable Salary
age 60	1½ times Pensionable Salary

At any age after age 60:	Alternative Lump Sum In respect of deaths occurring after 7 July 1999	Alternative Lump Sum In respect of deaths occurring on or after 5 December 2007
In the case of a Member who attained age 60 on or after 7 July 1999	The amount which would be payable under Rule 67.1, plus 20% of the Member's Pensionable Salary at age 60	The amount which would be payable under Rule 67.1 or Rule 67.2 as the case may be, plus 30% of the Member's Pensionable Salary at age 60
In the case of a Member who attained age 60 before 7 July 1999:		
Who ceased to pay contributions under Rule 38.11 on or after 7 July 1998	18% of the Member's Pensionable Salary at age 60	27% of the Member's Pensionable Salary at age 60
Who ceased to pay contributions under Rule 38.11 between 7 July 1997 and 6 July 1998	14% of the Member's Pensionable Salary at age 60	21% of the Member's Pensionable Salary at age 60
Who ceased to pay contributions under Rule 38.11 between 7 July 1996 and 6 July 1997	10% of the Member's Pensionable Salary at age 60	15% of the Member's Pensionable Salary at age 60
Who ceased to pay contributions under Rule 38.11 between 7 July 1995 and 6 July 1996	6% of the Member's Pensionable Salary at age 60, or €1,270 if greater	9% of the Member's Pensionable Salary at age 60, or €1,905 if greater
Who ceased to pay contributions under Rule 38.11 between 7 July 1994 and 6 July 1995	3% of the Member's Pensionable Salary at age 60, or €1,270 if greater	4.5% of the Member's Pensionable Salary at age 60, or €1,905 if greater
Who ceased to pay contributions under Rule 38.11 before 7 July 1994	€635	€952.50

Provided that

- (a) where death occurs before age 60 the alternative lump sum shall be calculated on a pro rata basis in relation to the age of the Member in years and days, and
- (b) the Committee at its sole discretion may refuse payment of the alternative death benefit under this paragraph where the death of the Member occurs within 6 months of joining this arrangement.

68. Additional Death Benefit

68.1 In the event of the death whilst in the service of the Board of a Contributing Member who is not a contributor for Spouses' and Children's Pensions and who has not exercised the option provided by Rule 52, there shall be paid to his legal personal representative the amount of his total contributions in respect of pension with Compound Interest thereon or, if he first entered the service of the Board before 1 July 1977 or, in the case of a Former Manual Member, 6 July 1980, whichever of the following amounts is the greatest:

- (a) the amount of his total contributions in respect of pension with Compound Interest thereon, or
- (b) one year's Pensionable Salary at the time of death, or
- (c) such sum as the Actuary shall certify to be equivalent to the present value of the payment for a period of seven years of the pension (if any) to which the Member would have been entitled if he had retired on account of failure of health on the day of his death, excluding any Added Service for Ill-Health or Notional Service.

68.2 In the event of the death whilst in the service of the Board of a Contributing Member who is not a contributor for Spouses' and Children's pensions and who has exercised the option provided by Rule 52 there shall be paid, as the Committee may think fit, either

- (a) to his legal personal representative a sum calculated in the same manner as is provided in Rule 68.1, or
- (b) to the named dependant an annual payment for such period and of the same amount as the pension to which the said dependant would have been entitled if the Member had retired on account of failure of health on the day of his death, excluding any Added Service for Ill-Health or Notional Service Related Benefit.

68.3 Notwithstanding the contents of Rules 68.1 and 68.1, in the event of the death in service after 1 October 1981 of a Contributing Member who is not a contributor for Spouses' and Children's pensions and who has completed 5 years' service and who dies leaving a spouse or civil partner and irrespective of whether or not he has exercised any of the options

set out in Rule 52, the Committee shall have discretion to pay to the spouse or civil partner in lieu of the benefits payable under Rule 68.1 either:

- (a) a pension for her life as if the Member had exercised the option under Rule 52.1(a) or
- (b) a non-commutable pension at a rate equivalent to the full pension the Member would have received had he retired on account of failure of health on the date of his death (excluding any Added Service for Ill-Health and Notional Service Related Benefit), and payable only for a period of seven years and no longer.

68.4 In addition to the benefit provided under one or other of Rules 68.1, 68.2 and 68.3 which relate to the pension portion of the Member's contribution, there shall be paid to the legal personal representative the benefit or benefits (if any) payable under Rule 67.1, Rule 67.2 and Rule 67.3 which relate to the lump sum portion of the Member's contribution provided the Member shall not have received payment of the said benefit or benefits during his lifetime.

68.5 In the event of death in service of a Contributing Member who joins the Scheme after 1 October 1981, the provisions of Rule 68.1(b) shall not apply.

69. **Payment of Death Benefits**

69.1 When a Member or pensioner dies any amount which may be due to him to the date of his death from the Fund shall be paid to his legal personal representative when probate or letters of administration are produced to the Committee.

69.2 With effect from 1 January 1994 if the total of the estate of the deceased Member appears to the Committee to be less than €7,816.43 then the Committee may, at their absolute discretion, pay the said moneys in Rule 69.1 to any one or more of the persons who would be entitled in the event of an intestacy as one of the next-of-kin to a share of the estate of the deceased Member, and the receipt of any such person or persons to whom payment is made shall be a good and valid discharge of the Committee. The Committee may for the purposes of this provision require the production of such evidence as they may consider sufficient.

69.3 However with effect from 1 April 2009 if the amount due under Rule 69.1 is less than €20,000 (or such larger sum as may from time to time be approved by the Minister in consultation with the Minister for Public Expenditure and Reform) then the Committee may, at their absolute discretion, pay the said moneys to any one or more of the persons who would be entitled in the event of an intestacy as one of the next-of-kin to a share of the estate of the deceased Member, and the receipt of any such person or persons to whom payment is made shall be a good and valid discharge of the Committee. The Committee may for the purposes

of this provision require the production of such evidence as they may consider sufficient.

69.4 With effect from 1 August 1988 where probate or letters of administration have not been produced, the Committee may decide at its absolute discretion to lodge the amount due under Rule 69.1 for the benefit of the Member's estate in a separate account apart from the Fund and when the aforesaid documents are produced the Committee will arrange for payment of the proceeds of the aforesaid account to the estate of the Member.

69.5 In circumstances which the Committee considers to be exceptional, where it appears to the Committee that on the balance of probabilities that a Member or pensioner has died but no death certificate or similar confirmation of death can be produced, the Committee may determine that the Member or pensioner shall be treated for the purposes of the Scheme as having died and may pay the benefits arising under the Scheme on his or her death subject to the approval of the Minister in consultation with the Minister for Public Expenditure and Reform.

70. **Death Due to War, Civil Commotion, Etc.**

Notwithstanding anything to the contrary hereinbefore contained if the death of any Contributing Member shall be directly or indirectly caused or contributed to by any war, whether declared or not, or by any insurrection, or riot or civil commotion, the amount payable to his personal representatives under Rule 68 shall be a sum equal to all contributions paid by the Member with Compound Interest, provided that

- (a) the Committee, having considered all the circumstances and having consulted the Actuary, may pay such additional sum as they, in their absolute discretion, may think fit, but
- (b) the total amount payable shall not exceed the amount which would have been payable under Rule 68 if the death of the Member had not been attributable to the causes mentioned in this Rule.

PART ELEVEN — BENEFITS FOR SPOUSES, CIVIL PARTNERS AND CHILDREN

71. **Eligibility for Spouses' and Children's Pensions**

71.1 The benefits hereinafter provided by this Scheme under Rules 76 to 79 shall be applicable to all Members who are contributors for Spouses' and Children's Pensions.

71.2 Members shall become contributors for Spouses' and Children's Pensions in accordance with the following Rules.

- (a) From 1 April 1971 to 30 September 1987:

- (i) Male members admitted to the scheme before 1 January 1977 may have elected at any time on or after 1 April 1971 but before 2 September 1982 to become contributors for Original Spouses' and Children's Pensions,
 - (ii) Male members admitted to the scheme on or after 1 January 1977 (other than Former Manual Members) shall become contributors for Original Spouses' and Children's Pensions,
 - (iii) Former Manual Members
 - (A) if they were contributors for spouses' and children's pensions under the terms of the Manual Workers' Scheme and elected to transfer to this Scheme, shall have become contributors for Original Spouses' and Children's Pensions,
 - (B) if they were contributing members under the terms of the Manual Workers' Scheme and having transferred to this Scheme after 1 January 1977 but before 1 October 1981 or being a Contributing Member of this Scheme before 1 January 1977 may have elected at any time before 2 September 1982 to become contributors for Original Spouses' and Children's Pensions, and
 - (C) in any other case, may have elected at any time on or after 1 October 1981 but before 18 October 1996 to become contributors for Original Spouses' and Children's Pensions.
 - (iv) Contributing female Members admitted to the scheme before 4 November 1984 may elect not later than 28 October 2011 to become contributors for Original Spouses' and Children's Pensions.
 - (v) Female Members admitted to the scheme on or after 4 November 1984 shall become contributors for Original Spouses' and Children's Pensions.
- (b) From 1 October 1987:
- (i) All Contributing Members admitted to the scheme before 1 October 1987 who are not contributing for Original Spouses' and Children's Pensions may elect at any time after 1 October 1987 but before 28 October 2011 to become contributors for Revised Spouses' and Children's Pensions.
 - (ii) All Contributing Members admitted to the scheme before 1 October 1987 who are contributing for Original Spouses' and Children's Pensions may elect at any time after 1 October 1987

but before 28 October 2011 to become contributors for Revised Spouses' and Children's Pensions.

- (iii) A female Contributing Member admitted to the scheme before 4 November 1984 who is not contributing for Spouse's and Children's Pensions may elect at any time before 28 October 2011 to become a contributor for Revised Spouses' and Children's Pensions.

Provided that where a Member covered by Rule 71.2(a) (iv) or Rule 71.2(b) (i), (ii) or (iii) dies in the service of the Board before 28 October 2011 leaving a spouse, civil partner or dependent children he or she may, if the Committee so thinks fit, be deemed to be a contributor for Revised Spouses' and Children's pensions.

- (iv) A retired Member as at 1 October 1987 or Member who died in service prior to 1 October 1987 whose spouse, civil partner or dependent children could not qualify for Spouses' and Children's Pensions under Rules 76 or 79 may elect or their representative or surviving spouse, civil partner or dependent children may elect to contribute for Revised Spouses' and Children's Pensions at any time up to 28 October 2011.
- (v) Retired Members as at 1 October 1987 whose surviving spouses, civil partners and dependent children are eligible for pensions under Rule 76 shall from 1 October 1987 be deemed to have been contributors for Revised Spouses' and Children's Pensions.
- (vi) All who become Contributing Members of the scheme on or after 1 October 1987 shall become contributors for Revised Spouses' and Children's Pensions, except that Members who are resuming membership following a career break and before 28 October 2011 may either:
 - (A) continue not to be contributors for Spouses' and Children's Pensions, or
 - (B) continue to be contributors for Original Spouses' and Children's Pensions,

as the case may be.

72. **Contribution Rates for Spouses' and Children's Pensions**

72.1 Every person who becomes a contributor for Spouses and Children's Pensions shall pay contributions with effect from the date he becomes such a contributor at the rate set out in Rule 38.

72.2 Certain persons who elect to become contributors for Spouses and Children's Pensions shall pay additional contributions in respect of the period prior to becoming a contributor as follows.

- (a) Every person electing pursuant to Rule 71.2(b)(i) who was previously eligible to elect to become a contributor but did not elect to do so shall be required to pay:
 - (i) as from the date of becoming a contributor, retrospective contributions at the rate of 1.5% per annum of Pensionable Salary at the date of becoming a contributor in respect of each year of Reckonable Service from the Relevant Date or later date of becoming a Member of the Scheme (or the ESB Manual Workers' Superannuation Scheme, in the case of a Former Manual Member), and
 - (ii) at retirement, additional contributions at the rate of 1% per annum of Final 2011 Pensionable Salary in respect of (A) or (B) below, whichever is the lesser:
 - (A) Each year of Reckonable Service prior to the Relevant Date or later date of joining the Scheme (or the Manual Workers' Scheme, in the case of a Former Manual Member).
 - (B) So many of the years referred to in (A) as may be necessary to bring the total number of years for which he pays contributions up to 40.
- (b) Every person electing pursuant to Rule 71.2(b)(iii): at the date of becoming a contributor, additional contributions in respect of the period from 4 November 1984 to the date of becoming a contributor at the rate of 1.5% per annum of Pensionable Salary at the date of becoming a contributor.
- (c) Every person or their dependants becoming a contributor under Rule 71.2(b)(iv): retrospective contributions at the rate of 1.5% or 1% per annum as the case may be of the Pensionable Salary on which their pension is based on the date of so electing for each year of Reckonable Service subject to a maximum of 40 years. The retrospective contributions shall be calculated as follows:
 - (i) 1.5% per annum of the aforesaid Pensionable Salary in respect of each year of Reckonable Service commencing on the Relevant Date or later date of joining the Scheme (or the ESB Manual Workers' Superannuation Scheme, in the case of a Former Manual Member) and ending on the date of their retirement from the service of the Board, and
 - (ii) 1% per annum of the aforesaid Pensionable Salary in respect of each other year of Reckonable Service, and
 - (iii) in the case of Members who died in the service of the Board 1% per annum of the aforesaid Pensionable Salary in respect of each year of potential service up to age 65 or if applicable, the later

date under paragraph (a) of the definition of Normal Retiring Date

but subject to an aggregate maximum of 40 years.

- (d) Retired Members who are deemed to have been contributors for Revised Spouses' and Children's pensions under Rule 71.2(b)(v) shall not be required to pay any additional contributions.

72.3 Where Contributing Members are required to pay retrospective contributions under Rule 72.2(a), 72.2(b) or 72.2(c) they may pay either by one lump sum payment or by instalments with interest being charged at a rate to be decided by the Actuary. A Member may elect to have the said contributions paid by deduction from retirement benefit or death benefit as the case may be but calculated on the basis of Final 2011 Pensionable Salary.

72.4 Where Contributing Member or surviving spouse, civil partner or dependent children are required to pay retrospective contributions under Rule 72.2(c) they shall be paid either in one lump sum or by way of deferred payment of the spouses', civil partners' and children's pensions, i.e. the spouses', civil partners' and children's pension which would otherwise be due from the date of the Member's death will be withheld until such time as the amount withheld equals the amount of retrospective contributions due. Except in the case of the Surviving Spouse or Dependent Child being the contributors, the Pensionable salary shall be the Pensionable Salary on which the pension of the former Contributing Member would have been based if he had been in receipt of a pension on the date that the Surviving Spouse or Dependent Child commence payment of the retrospective contributions.

72.5 The Board shall contribute amounts equal to the contributions made by the Members in all cases covered by this Rule.

73. **Refund of Spouses' and Children's Contributions**

73.1 Subject to Rule 73.2 if on retirement from the service of the Board or in the event of death while in the service of the Board, a Member who had paid contributions under Rule 72 for Original Spouses' and Children's Pensions and also where a Member has paid contributions under Rule 38.6 those contributions relating to spouses' and children's pensions

- (a) has never married or never become a civil partner, such contributions will be refunded in full to him or his estate as the case may be together with Compound Interest thereon

or

- (b) has been widowed or has become a former civil partner due to the prior death of the other civil partner, only such contributions as were paid from the date of the spouse's or civil partner's death shall be

refunded to him or to his estate as the case may be, together with Compound Interest thereon.

Notwithstanding the provisions of this paragraph if at the date of his death whether before or after retirement the Member leaves dependent children, pensions in respect of such children shall be payable on the same basis as provided under Rule 76.3.

73.2 A Member who has paid contributions under Rule 72 for Revised Spouses' and Children's Pensions shall not be entitled to a refund of such contributions on retirement from the service of the Board irrespective of his marital or civil partner status at the date of retirement.

73.3 Where a Member described in Rule 73.2 dies in the service of the Board and does not leave a surviving spouse or civil partner or dependent children, his estate shall be paid a refund of contributions as set out in Rule 73.1(a) or 73.1(b) as the case may be.

73.4 A Member who has paid contributions under Rule 72 and who is retiring from the service of the Board and who has paid such contributions for periods in excess of 40 years shall be entitled to a partial refund of contributions. The refund shall be the amount of contributions paid by him under that Rule from the date of commencement of such contributions up to the date which is 40 years before the date of his retirement from the service of the Board. Interest shall not be added to such a refund.

73.5 A Member who has paid contributions under Rule 72, who resigns from the service of the Board and who is not entitled to a pension or lump sum under the Scheme or to a benefit under Rule 59 or to a transfer of service to another organisation shall be entitled to a refund of all such contributions on resignation with Compound Interest thereon.

73.6 A Member who resigns from the service of the Board before or after 1 January 1993 with entitlement to a benefit under Rule 59 and who

(a) is at resignation a contributor for Original Spouses' and Children's Pensions, and

(b) is unmarried, is not a civil partner, is widowed, or is a former civil partner due to the prior death of the other civil partner

shall be entitled to a refund of all of his contributions in respect of Spouses' and Children's Pensions with Compound Interest, and to no other benefits in respect of those contributions.

73.7 A Member who resigns from the service of the Board before or after 1 January 1993 but before 1 June 2002 with entitlement to a benefit under Rule 59 and who

(a) is at resignation a contributor for Original Spouses' and Children's Pensions, and

(b) is married or is a civil partner

shall have the option of taking a refund of his contributions in respect of Spouses' and Children's Pensions paid up to 31 December 1990 with Compound Interest, but he shall not be entitled to a refund of contributions in respect of Spouses' and Children's Pensions paid on or after 1 January 1991.

73.8 A Member who resigns from the service of the Board before or after 1 January 1993 but before 1 June 2002 with entitlement to a benefit under Rule 59 and who

(a) is at resignation a contributor for Revised Spouses' and Children's Pensions,

shall, irrespective of his marital or civil partner status, have the option of taking a refund of his contributions in respect of Spouses' and Children's Pensions paid up to 31 December 1990 with Compound Interest, but he shall not be entitled to a refund of contributions in respect of Spouses' and Children's Pensions paid on or after 1 January 1991.

74. **Special Contributions by Members Retiring Due to Failure of Health**

74.1 A Contributing Member who is being retired on the grounds of ill-health before reaching Normal Retiring Date whose reckonable service is less than 40 years and;

(a) who is a contributor for Original Spouses' and Children's Benefits, and has a spouse or civil partner at the time of retirement, or

(b) who is a contributor for Revised Spouses' and Children's Benefits

shall make a special contribution to the Fund in order to secure maximum potential spouses', civil partners' and/or children's pension entitlement in the event of his death.

74.2 The maximum Reckonable Service attainable for spouses', civil partners' and/or children's pension purposes under this Rule will be (a) 40 years or (b) the Reckonable Service which the Member would have if he were retiring at age 65 or if applicable, the later date under paragraph (a) of the definition of Normal Retiring Date, whichever is the lesser.

74.3 The amount of the Member's special contribution shall be 1% of Final 2011 Pensionable Salary or Final Pensionable Salary as the case may be for each year of service required to increase Reckonable Service to the maximum attainable as set out in Rule 74.2, and the Board shall make an equal contribution to the Fund.

74.4 The additional service attainable under this Rule shall be reckonable for spouses', civil partners' and/or children's pensions only and not for the purpose of any other benefits under the Scheme.

74.5 The Member's special contribution will be payable by deduction from the Member's retirement benefit or otherwise as the Committee shall decide.

75. Contributions in respect of Transferred Service

75.1 Where a transfer of pensionable service is arranged under Rules 32.7 or 32.8 and the Member at retirement is a contributor for Original Spouses' and Children's Pensions whose spouse or civil partner is alive, or is a contributor for Revised Spouses' and Children's Pensions, irrespective of his marital or civil partner status at retirement, he is required to pay at retirement a special contribution to the Superannuation Fund at the rate of 1% of his Final 2011 Pensionable Salary in respect of each year of transferred service (or pro rata in respect of part of a year) provided that the total aggregate number of years for which he shall contribute shall not exceed 40 including:

- (a) contributions, if any, paid at the rate of 1.5% per annum of Pensionable Salary during his period of employment in the organisation from which the service is transferred;
- (b) contributions paid at the rate of 1.5% per annum of Pensionable Salary during his employment in the service of the Board;
- (c) contributions paid at the rate of 1% of Final Pensionable Salary as required under this Rule.

The Board shall pay to the Fund an amount equal to that being paid by the Member at retirement.

75.2 If the Member dies in the service of the Board, and a pension is payable to a surviving spouse or civil partner, contributions calculated on the foregoing basis shall be payable by the Board and by the Member by deduction from the lump sum benefit payable under Rule 67, if any, or any other benefit payable, or otherwise shall be payable by the Estate of the Member.

76. Calculation of Spouses' and Children's Pensions

76.1 Subject to Rule 71.1, in the event of death whether before or after his retirement from the service of the Board of a Contributing Member who is a contributor for Spouses' and Children's Pensions and who is survived by a spouse or civil partner, there shall be paid the following benefits:

- (a) in respect of his Surviving Spouse, a pension equal to:
 - (i) where death occurred before retirement: one-half of the pension that would be payable to the Member at Normal Retiring Date under Rule 51 had he survived in the service of the Board to that date without any alteration in the Final Pensionable Salary, Final 2011 Pensionable Salary or Pensionable Salary (as the case

may be) (or, in the case of a Co-ordinated Member, one-half of the pension that would be payable to the Member at Normal Retiring Date had he survived in the service of the Board to that date without any alteration in the Final Net Pensionable Salary, Final 2011 Net Pensionable Salary or Net Pensionable Salary (as the case may be) other than in relation to the rate of the State Pension (Contributory) deducted within those definitions) payable to him at the date of his death; and

- (ii) where death occurred after retirement: one-half of the pension of which the Member was in receipt at the date of his death (or, in the case of a Co-ordinated Member, one half of the pension of which he would have been in receipt at the date of his death had his pension been calculated by reference to the rate of the State Pension (Contributory) referred to in the definitions of Final Net Pensionable Salary, Final 2011 Net Pensionable Salary or Net Pensionable Salary (as the case may be));
 - (iii) provided that in the case of a Member who contributed for Notional Service in respect of his own retirement benefits only and not for spouses' and children's benefits under Rule 32.2 the benefits as calculated in (a) (i) or (ii) of this Rule shall not include such Notional Service; and
- (b) in respect of:
- (i) in the case of a contributor for Revised Spouses' and Children's Pensions, each of up to three Dependent Children, and
 - (ii) in the case of a contributor for Original Spouses' and Children's Pensions, each of up to three Dependent Children who were:
 - (A) adopted before the date the Member retired from the service of the Board or attained the age of 65 years or if applicable the later date under paragraph (a) of the definition of Normal Retiring Date, whichever first occurred, or
 - (B) born of any marriage which the Member contracted before the date the Member retired from the service of the Board or attained the age of 65 years or if applicable the later date under paragraph (a) of the definition of Normal Retiring Date, whichever first occurred,

an additional pension equal to one-third of the pension payable to the surviving spouse under paragraph (a),

provided that the sum of the pensions payable in respect of the Surviving Spouse and the Dependent Children shall not exceed the pension that would have been payable to the Member had he survived

in the service of the Board to his Normal Retiring Date without any alteration in his Pensionable Salary at the date of his death,

except that in the case of a Co-ordinated Member the sum of the pensions payable in respect of the Surviving Spouse and Dependent Children shall not exceed the pension that would have been payable to the Member had he survived in the service of the Board to his Normal Retiring Date without any alteration in his Pensionable Salary at the date of his death, as if the pension had been calculated on the basis of the amount by which Pensionable Salary exceeds the rate of State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children;

- (c) In the event of the death in the service of the Board of any Member who was not obliged to become a contributor for Spouses' and Children's Pensions but who had elected to do so, the pension payable under paragraph (a) shall if necessary be increased so that it is equal to the pension that would have been payable if the Member had exercised the maximum option set out in Rule 52.1(a).

76.2 In the case of a Member who enters the service of the Board on or after 4 November 1984, Spouses' and Children's Pensions shall cease on the re-marriage, co-habitation or upon the entering into a new civil partnership of the spouse or civil partner but may be revived by the Committee when the marriage, co-habitation or civil partnership has come to an end or where it feels there are compassionate grounds for the payment of the pensions. Provided that remarriage, co-habitation or civil partnership shall not affect the payment of Spouses' and Children's Pensions in respect of a Member who was not obliged to become a contributor for Spouses' and Children's Pensions but who had elected to do so.

76.3 Subject to Rule 71.1, in the event of death whether before or after his retirement from the service of the Board of a Contributing Member who is a contributor for Spouses' and Children's Pensions and who is not survived by a spouse or civil partner, there shall be paid in respect of his Dependent Children (if any) a pension of an amount determined as a proportion of the pension that would otherwise have been payable to the surviving spouse or civil partner, under Rule 76.1, as follows:

Number of Dependent Children	Proportion
1	$\frac{2}{3}$
2 or more	The whole

76.4 The pension payable under Rules 76.1(a) in respect of the Surviving Spouse shall be payable to the Surviving Spouse. The pensions payable under Rule 76.1(b) and 76.3 in respect of Dependent Children shall be payable to such persons and in such manner as the Committee may designate.

76.5 Notwithstanding anything stated in Rule 71, where a Member marries or becomes a civil partner and

- (a) dies within the year beginning on the date of the marriage or the date of becoming a civil partner, and
- (b) there are no children born of the marriage, and
- (c) the Committee is of the opinion that the Member's death within the year beginning with the date of the marriage or the date of becoming a civil partner was, at that date, to be foreseen by the Member or the spouse or the civil partner,

for the purpose of determining entitlements under the Scheme the marriage or becoming a civil partner may be regarded by the Committee as not having taken place.

77. Spouses' and Children's Pensions in Lieu of Guarantee in Rule 51

If, on attainment of age 65 years or if applicable the later date under paragraph (a) of the definition of Normal Retiring Date or earlier retirement from the service of the Board a Member referred to in Rule 71 is married, or is a civil partner, or has one or more dependent children the proviso to Rule 51.11 shall not apply.

78. Surrender of Pension

- 78.1 A Contributing Member may, by notice in writing to the Committee before, but not earlier than six months before Normal Retiring Date or earlier date of retirement on account of failure of health, elect to surrender as from the date of his retirement a portion of the pension to which he would be entitled under Rule 51 and in lieu of the portion so surrendered and in lieu of the pension to which she would be entitled under Rule 76.1 there shall be payable to his surviving spouse or civil partner a deferred pension of an amount to be determined by the Actuary (having regard, inter alia, to whether the Member is a Co-ordinated Member) not exceeding in amount the balance of the pension not surrendered by him commencing on the day after the date of his death and continuing for the remainder of the lifetime of his said surviving spouse or civil partner.
- 78.2 Any pension payable under Rules 76.1(b) or 76.3 shall be calculated on the pension that would have been payable to the surviving spouse or civil partner had the Member not made the surrender under Rule 78.1.
- 78.3 Any election under this Rule may be revoked by the Member before his retirement at Normal Retiring Date or earlier date of retirement on the grounds of ill-health and any such election will be automatically revoked by the death of the Member or his spouse or civil partner before the member's attainment of age 65 or if applicable, the later date under paragraph (a) of the definition of Normal Retiring Date, or retirement whichever first occurs.

79. Ex-gratia Spouses' and Children's Pensions

- 79.1 The Committee may, if it so thinks fit, pay pensions to the spouse or civil partner and in respect of dependent children of a Contributing Member of the Scheme who was retired before 1 April, 1969 or who died in the Board's service before that date, provided such Member at the date of retirement or death had completed 5 years service. The foregoing provisions shall also apply in the case of a former member of the Manual Workers' Superannuation Scheme who was retired before 6 July, 1980 or who died in the Board's service before that date.
- 79.2 The amount of such pensions shall be determined by the Committee but shall not, in any case, exceed the amount of the pensions that would be payable under Rule 76, had that Rule been in operation at the time of the Member's retirement or death (The amount of the pension could not exceed, one-half from 1 April 1971, two-thirds from 1 July 1977, five-sixths from 1 July 1979, and eleven-twelfths from 1 January 1986, and the whole from 1 January 1987). The Committee shall have the power to increase the pension thus calculated having regard to increases in salary levels of employees of the Board and increases in pensions granted under the Scheme since the date of the Member's retirement or death.
- 79.3 Any pension or pensions granted under this Rule shall be payable from the day after the death of the Member.
- 79.4 The Board shall contribute to the Fund such sums as are deemed necessary, having regard to the advice of the Actuary, in respect of pensions paid or payable under this Rule.

80. Special Rate for Spouses' and Children's Pensions for First Four Weeks

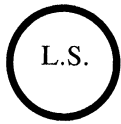
In lieu of the pensions payable to spouses', civil partners' and/or children under this scheme there shall be payable for the first four weeks after death of:

- (a) a Contributing Member in service, a sum equal to the Member's weekly rate of Pensionable Salary or
- (b) a pensioner, a sum equal to the full weekly pension of the said pensioner except that in the case of a Co-ordinated Member a sum equal to the weekly pension of the said pensioner as if the pension had been calculated on the basis of the amount by which Pensionable Salary exceeds the rate of State Pension (Contributory) payable from time to time to a person who has no adult dependant or qualified children.

**PART TWELVE- SPECIAL PROVISIONS FOR THE CHIEF
EXECUTIVE**

81. Special Provisions for Chief Executive appointed after 15th July 2002

The terms and arrangements applicable to a person appointed to the position of Chief Executive of ESB after 15th July 2002 shall be in accordance with Government decisions and policy on superannuation and as approved from time to time by the Minister, in consultation with the Minister for Public Expenditure and Reform.



Given under my Official Seal
24 January 2014.

PAT RABBITTE,
Minister for Communications, Energy and Natural Resources.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purport to be a legal interpretation.)

The purpose of the Order is to restate and amend the ESB Defined Benefit Pension Scheme, in accordance with the provisions contained in the Schedule.

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DUBLIN
PUBLISHED BY THE STATIONERY OFFICE
To be purchased from
GOVERNMENT PUBLICATIONS,
52 ST. STEPHEN'S GREEN, DUBLIN 2.
(Tel: 01 - 6476834 or 1890 213434; Fax: 01 - 6476843)
or through any bookseller.

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Wt. (B30406). 285. 1/14. Clondalkin. Gr 30-15.