

LEMAN SOLICITORS CHECKLIST - RETIREMENT AGE



Procedure	Yes/N/A
1. Do you have a contractual (written) mandatory retirement age? (NB. Depending on the size and business, there may be different retirement ages for different departments etc)	
2. If there is no written contractual retirement age, is it implied by custom and practice?	
3. Do you have a retirement age policy setting out the company's objective justification? Is this reviewed on a regular basis?	
4. Are employees aware of the company's retirement age?	
5. Have you wrote to and met with the relevant employee at least 6 – 12 months in advance of him/her reaching the retirement age?	
6. At any pre-retirement meeting, you should consult with the employee (and keep an accurate record) on: <ul style="list-style-type: none"> •the proposed retirement age and the reason why it exists, this includes where the company does not have a contractual (and enforceable) retirement age in place; •succession planning, which could include giving the employee access to a pension adviser; •transitional arrangements to help ease the employee into retirement (if possible); and •any concerns raised by the employee (particularly if this results in a change to their terms and conditions) and any agreed actions to be taken. 	
7. If you do not have a mandatory retirement age and/or retirement age policy, steps should be taken to implement those as soon as possible. You may need to engage in a more in-depth consultation process for those employees who are due to retire on the proposed new retirement age.	
8. Consider if any compensation will be provided to employee(s) who are close to the new proposed retirement age, to compensate and agree to the change.	
9. If changing or implementing new retirement age, draft proposed changed wording for contracts and policy documents.	
10. Have employees sign a consent side letter where there will be a change to their employment contract and keep a copy on their personnel file.	
11. Be clear on the reason for the change internally and agree employee communication plan with managers.	
12. Consider any collective agreements, trade unions (where recognised) or other information and consultation agreements that may be in place when implementing any change.	
13. If you are considering keeping an employee past the retirement age, only do so on a fixed term contract. Can you objectively justify why you need to keep the employee on a fixed term contract, rather than permit him/her to continue in their employment on a continuous basis?	
14. Draft fixed term contract with objective justification, and ensure it is signed by the employee.	
15. Make sure to revisit the fixed term contract before the expiry of the term, so that the contract does not continue.	
16. Remember - communication and consultation with employees on any proposed change is key to securing consent and avoiding claims. Unilateral changes without consent can lead to the following: <ul style="list-style-type: none"> • Claims under Payment of Wages legislation • Industrial relations issues • Breach of contract claims in the civil courts • Claims for constructive dismissal • Employment equality claim 	

If you need advice in line with this checklist please contact Bláthnaid Evans, Head of Employment at Leman Solicitors (bevans@leman.ie).

3rd October 2019

Leman Solicitors

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