You can’t retire me!

David Regan discusses the implications for dentists as the retirement age is abolished

The question of how to deal with older members of staff, particularly those who have worked for a business for a long time, is a difficult one for managers. At present, employers must follow a fairly strict retirement process which penalises them for failing to comply, but which does allow them to choose to retire an employee without the employee having any say in the matter. With effect from 6 April 2011, this process will begin to fall away and, from 1 October 2011, it will be age discrimination to dismiss someone by reason of retirement.

History of Retirement

Retirement is a relatively recent historical phenomenon. The concept of retirement on a state pension was invented by Chancellor Otto von Bismarck of Germany in the late 1800s as a response to the rising tide of socialism which was sweeping through Germany. In 1889, Chancellor Bismarck announced that every German person over the age of 65 would be entitled to receive a state pension. The arbitrary state pension age of 65 (which in those days cost little as people lived to reach the age of 65) then found its way into national law in many developed countries.

125 years on, the notion of employees reaching the age of 65, retiring and receiving a reasonable income from their combined state and privately funded pensions has become more difficult to uphold. The clear choice for straighter teeth!

In-Line®, the favourably priced alternative from Germany!

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In-Line® splints correct the position of the teeth without compromising the appearance of the patient.

In-Line® splints have a continuous effect on the teeth ensuring a smooth movement to the required position.
The process to be used would be as follows:

• Issue the employee with the notice of intended retire-
  ment date (to be before 1st October 2011)
• Enter into ‘without prejudice’ discussions regarding the em-
  ployee continuing to work past that date
• Once an agreed date has been set, enter into a Compromise
  Agreement with the employee.

There are two important com-
ponents to the Compromise
Agreement:

1 That it is a condition of the
Compromise Agreement that
the employee signs a second
Compromise Agreement (a
 copy of which is annexed to the
first Agreement) at the end of
his employment

2 That any payments due un-
der the first Agreement are not
to be paid unless the second
Agreement is signed.

The advantage to this
approach is that, if the employ-
ee refuses to sign the second
Agreement, he does not receive
any payments due under the
first Agreement. Furthermore, if
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