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**NATIONAL JOINT COUNCIL
FOR LOCAL AUTHORITY
FIRE AND RESCUE SERVICES**

**To: Chief Fire Officers
Chief Executives/Clerks to Fire Authorities
Chairs of Fire Authorities
Directors of HR (Fire Authorities)**

Members of the National Joint Council

8 March 2011

CIRCULAR NJC/3/11

Dear Sir/Madam

**PART-TIME WORKERS (PREVENTION OF LESS FAVOURABLE TREATMENT)
REGULATIONS – FIRE BRIGADES UNION EMPLOYMENT TRIBUNAL CASES**

Settlement Negotiations – Terms and Conditions

1. You will be aware that test cases in two authorities, Kent and Berkshire, were identified in 2001 under the above legislation. Those test cases have been subject to the Employment Tribunal, Employment Appeal Tribunal, Court of Appeal and House of Lords processes returning finally at the request of the House of Lords to the original Employment Tribunal again for re-consideration and determination. The Tribunal found in favour of the retained firefighters (who were supported by the FBU) and since then the parties have at the request of Tribunal sought to negotiate a settlement.
2. Circulars NJC/2/10 and NJC/5/10 advised that a settlement in respect of the terms and conditions aspect of the case had been agreed in principle with the Fire Brigades Union. Since then further work with respective legal representatives has been undertaken in order to identify how individual employees will be advised of the outcome as well as an appropriate mechanism to facilitate withdrawal of the remaining FBU cases that are currently stayed pending the outcome of these test cases.
3. Circular NJC/1/11 advised authorities that formal agreement was imminent and provided some advanced information in respect of data collection.

4. We write to advise you that this very complex work has now been completed and formal agreement reached.
5. Attached as **Appendix A** is a copy of the Settlement Agreement.
6. As you are aware *Popularis* has been engaged as an independent third party to handle the process of communication between fire and rescue services, the Fire Brigades Union and individuals. This overcomes the difficulties that would otherwise have arisen for both fire and rescue services and the union of one providing individual name and address details to the other. Information in respect of the independent nature of *Popularis* and how it overcomes these Data Protection issues is contained in NJC/1/11.
7. The agreement stipulates that **within 35 days of the date of agreement (the date of this circular)** the information sought in **Appendix B** to this circular will be provided directly to *Popularis*.
8. In providing this information, your attention is also drawn to paragraph 8 of the Agreement. This means that where a fire authority is aware that an existing employee on a retained duty system has a previous period of service (also on a retained duty system) with another employing authority within the reference period that period of service must also be included in the calculation of the compensation payment and the data fields completed accordingly.
9. Upon receipt of this information *Popularis* will undertake a matching exercise and advise current employees who were in post on 30 June 2010 and previously employed claimants who are FBU members of their individual settlement calculation and the timescale within which he/she should respond indicating acceptance. Once acceptance has been received *Popularis* will inform the Fire Brigades Union legal representatives who in turn, in the case of claimants, will advise the Employment Tribunal (copied to the individual's employing authority) that the case should be withdrawn. Upon receipt of confirmation that this has occurred the respective fire and rescue service will forward the settlement payment to the individual within 3 months. In the case of FBU members who are not claimants, the FBU legal representatives will provide the individual's employing authority with confirmation of acceptance. In the case of non-union claimants or non-claimants *Popularis* will provide a copy of acceptance directly to the individual's employing authority. The mechanism provides two further reminder opportunities to eligible past and present employees should they be required. By far the majority of cases will be resolved in this straight-forward manner.
10. However, there may rarely be circumstances that will require a wider process. Those circumstances are where an individual is able to show that:
 - his/her settlement calculation is incorrect based on paragraphs 5 and 6 of the Agreement

- his/her settlement calculation is incorrect because he/she has a continuous period of non-duty related sickness absence of 9 months or more during the relevant reference period
 - a period of employment on a retained duty system within the reference period (1 July 2000 to 30 June 2010) with another employing fire and rescue service has not been taken in to account.
11. In all cases the individual will respond to *Popularis* using the required form setting out their position and the evidence provided to support that position. Where the Fire Brigades Union legal representatives are content with the evidence provided they will approach the respective fire and rescue service to resolve the matter. Where the fire and rescue service is also content with the evidence provided a revised settlement calculation will be offered to the individual. Where the individual is not a union member the evidence will be forwarded directly to the relevant fire authority for consideration.
 12. In the case of FBU members, where the union legal representatives are not content with the evidence provided the individual will be notified accordingly, advised to accept the current offer or that he/she may wish to continue with the case but this could not be assisted by the union.
 13. Where the FBU legal representatives are content but the fire and rescue service is not, the union will continue to represent the individual and the claim will remain 'live'.
 14. In no case will a settlement payment be made without withdrawal of the terms and conditions aspect of an individual's Employment Tribunal case.

Flowchart

15. Attached as **Appendix C** is a copy of a flowchart which outlines the timescales relating to this mechanism to ensure settlement and withdrawal of the terms and conditions aspect of the Employment Tribunal cases.

Documentation

16. Attached as **Appendix D** are copies of all the documentation relating to the mechanism in respect of FBU members.
17. Attached as **Appendix E** are copies of all the documentation relating to the mechanism in respect of non-union members.

Data file specification

18. Circular NJC/1/11 provided advanced information on the data collection requirements and contained a data file specification. Following feedback from authorities a revised specification is attached which:
- (a) clarifies that rank/role on 30 June 2010 is the individual's substantive role
 - (b) amends the collection of ex-employee data to that of ex-employees who had registered a claim only, rather than all ex-employees
19. **Please ensure that the revised form (attached as Appendix B) is forwarded immediately to those responsible for the collection and onward transmission of the data.** Information on how to provide the data to *Popularis* is now shown on the specification.

Pension schemes access

20. The remaining aspect of the Employment Tribunal cases is that of pension scheme access. This is a separate matter between CLG and the FBU.

Amendments to the Scheme of Conditions of Service (Grey Book)

21. Circular NJC/4/11, which accompanies this circular, contains amendments required to the Grey Book to ensure compliance with the Regulations. In order to coincide with the end of the settlement reference period the effective date of these changes is 1 July 2010.

Yours faithfully

SARAH MESSENGER
MATT WRACK
Joint Secretaries

APPENDIX A

IN THE EMPLOYMENT TRIBUNAL

Case No: 6100000/2001

B E T W E E N:

MR B R MATTHEWS AND OTHERS

Claimants

-and-

(1) KENT & MEDWAY TOWNS FIRE AUTHORITY

(2) THE ROYAL BERKSHIRE FIRE & RESCUE SERVICE

**(3) THE SECRETARY OF STATE FOR
COMMUNITIES AND LOCAL GOVERNMENT**

Respondents

**SETTLEMENT AGREEMENT BETWEEN THE FIRE BRIGADES UNION AND THE FIRST AND
SECOND RESPONDENTS**

RECITALS

1. This Agreement is made between the Fire Brigades' Union ("the FBU") on behalf of the Claimants and other employees or former employees of Fire Authorities (but excluding those employees who, as at 30 June 2010, were not then employed by any FRA and who have not presented a claim under the Part-Time Worker (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR")) as described in Clause 1 and the Local Government Employers ("the Employers") on behalf of the First and Second Respondents, and all other Fire and Rescue Services in the United Kingdom.
2. On behalf of many thousands of its members the FBU brought claims on behalf of fire-fighters employed on a retained duty system under the PTWR ("the Claims") against both their members' employer Fire Authority ("FRA") and the Secretary of State for Communities and Local Government relating to their members' pension entitlements ("the Pensions Claims") and relating to their members' terms and conditions of employment ("the Terms and Conditions Claims").
3. This Agreement is only in settlement of the Terms and Conditions Claims and any other actual or potential claims arising under the PTWR from the Scheme of Conditions of Service of the National Joint Council for Local Authority Fire and Rescue Services ("NJC") as varied from time to time ("the Grey Book").
4. This Agreement is not in settlement of the Pensions Claims which will be subject to a separate agreement between the FBU and the Secretary of State for Communities and Local Government.

IT IS AGREED AS FOLLOWS:

SCOPE

1. This agreement covers all Claimants in the Claims and all other current employees of FRA's (whether or not they are members of the FBU, but excluding members of the Retained Firefighters Union, which will enter into its own agreement in relation to the subject matter of this agreement) who were employed on a retained duty system (as such term is defined by the Grey Book) ("Eligible Employees") during any part of the period from 1 July 2000 to 30 June 2010 ("the Reference Period"), whether or not such employee is a Claimant for the purposes of the Claims. This agreement is also intended to amount to a collective agreement and will be incorporated into the contract of employment of every such Eligible Employee.
2. Eligible Employees do not include those employees who, as at 30 June 2010, were not then employed by any FRA and who have not presented a claim under the PTWR.
3. In the case of FRA's which operate a salary scheme in place of the Grey Book provisions for Eligible Employees, it is agreed that this Agreement shall settle any claims under the PTWR arising out of such salary schemes for the Reference Period and that, in consideration of the same and in respect of such salary schemes (and subject always to other provisions to pro rate the Compensation Payment set out in this Agreement), the Compensation Payments will not be pro-rated on account of the existence of such salary schemes for employees of such FRA.
4. The Respondents confirm that there is no material difference in the terms of this agreement to those being offered to all employed on a retained duty system irrespective of the trade union to which they belong or whether they are union members at all and irrespective of whether or not they have brought claims before the Employment Tribunal.

COMPENSATION

5. Each FRA shall make a payment (without deduction of tax or National Insurance Contributions) to their Eligible Employees by way of compensation for the Terms and Conditions Claims and any potential claim under the PTWR, including injury to feelings, taking into account both the Eligible Employee's role and length of service, as set out below ("the Compensation Payment"):

The Compensation Payments:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

6. The Compensation Payment shall be based on the individual Eligible Employee's role as at 30 June 2010 (or, for Eligible Employees who were no longer employed as at that date, their rank/role held on the date of leaving service). The Compensation Payment shall also be applied pro-rata, against the Reference Period, to each Eligible Employee's aggregated length of service based on total complete weeks. If the Eligible Employee performed less than full cover as at 30 June 2010 (or the date of leaving service, if earlier) the Compensation Payment shall be adjusted on a pro-rata basis to take account of the percentage of cover provided by each Eligible Employee on 30 June 2010 (or if they left prior to 30 June 2010 the level of cover they provided on their date of leaving service), but to not less than 75%.

The minimum total Compensation Payment to an Eligible Employee shall be not less than £150.

7. The only exception to a Retained Employee receiving a Compensation Payment other than the Compensation Payment set out above is if "Non-Standard Circumstances and Previous Employment" apply. Non-Standard Circumstances and Previous Employment means (i) where an individual Eligible Employee has had a continuous period of sickness absence within the Reference Period (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to paragraph 11 of the 6th edition of the Grey Book) which amounts to nine months or more; and/or (ii) where the individual is able to show that the way in which the Compensation Payment has been applied to the individual is incorrect; and/or (iii) if an Eligible Employee was employed by more than one FRA during the Reference Period and this has not been properly taken in to account in the original calculation.
8. If an Eligible Employee was employed by more than one FRA on a retained duty system during the Reference Period, the parties agree that, subject to either the current employing FRA providing information in accordance with clause 15 below or the Eligible Employee providing documentary proof of his/her service with another FRA during the Reference Period, the Eligible Employee's current employing FRA (or most recent employing FRA) will make a Compensation Payment which reflects all service under a retained duty system within the Reference Period.

MECHANICS

9. In order to achieve settlement of the Terms and Conditions Claims, and any prospective claims brought by Eligible Employees, the parties agree to use the settlement mechanism which has been agreed between them, in the form of a series of letters to be sent by the FBU to its members who are Eligible Employees, and by individual FRAs to their employees or former employees who are Eligible Employees set out in Appendix 1 to this Agreement ("the Mechanics Letters").
10. If Non-Standard Circumstances and Previous Employment apply to any Eligible Employee the process set out in the Mechanics Letters Agreement shall apply.
11. The FBU agrees that once an individual has accepted the terms and conditions part of the settlement, it will write to the Employment Tribunal (copied to the individual's employer), asking for the individual's Terms and Conditions Claim to be withdrawn and requesting that on such withdrawal the Terms and Conditions Claim should be dismissed.
12. Further, the parties agree that on signature of this agreement, the parties shall write to the Employment Tribunal asking for a hearing to be convened at which this Agreement will be explained to the Employment Tribunal who will be asked:
 - i. to stay all of the Terms and Conditions Claims for a period of six months, so that these terms of settlement may be implemented where they are agreed to by individual Claimants; and
 - ii. dismiss the Terms and Conditions Claims once they are notified that an individual has accepted the settlement and their Terms and Conditions Claim is withdrawn.
13. Where an Eligible Employee says that Non-Standard and Previous Employment Circumstances apply because of the way in which the compensation payment has been applied to them, he/she must first seek to agree the information/seek clarification from their FRA as to the correct figures. If this does not achieve resolution then he/she may also

access a Non-Standard and Previous Employment Circumstances process set out in the applicable Mechanics Letters depending on whether or not the Eligible Employee is a member of the FBU. The FBU acknowledge that in such cases payment will not be made until the matter has been resolved and that such situations are expected to be rare occurrences.

14. As provided for in Clause 1, it is acknowledged that there are three categories of Eligible Employees to whom the Mechanics Letters will be sent: (i) Claimants; (ii) Eligible Employees who are not Claimants and who are members of the FBU; and (iii) Eligible Employees who are neither Claimants, nor members of the FBU nor of the Retained Firefighters Union. Using an independent third party with experience of providing such information in compliance with the FRAs obligations under the Data Protection Act 1998, the FBU will send the Mechanics Letters to Eligible Employees within categories (i) and (ii). Individual FRAs will send Mechanics Letters to Eligible Employees within category (iii) using the same independent third party.
15. In order for the Mechanics Letters to be sent to Eligible Employees, each FRA will, within 35 days of the date of this agreement, send to the independent third party a list setting out the names and national insurance numbers of its Eligible Employees and, in respect of each Eligible Employee, (i) the most recent address; and (ii) the information for the purpose of the insert to Mechanics Letter 1 in an electronic format (.xls or .csv) as contained in Appendix A. Within the same period, the FBU will send to the independent third party a list setting out the names, national insurance numbers and most recent addresses for Eligible Employees within categories (i) and (ii) as set out in Clause 14.
16. The dates of payments will be in accordance with the timetable envisaged by the Mechanics Letters. Payments will in any event be made as early as is possible and within three months of the notification of acceptance of the offer to the relevant employer by or on behalf of the Eligible Employee and the claims being withdrawn in accordance with Clause 11.
17. The above will be subject to those paragraphs jointly identified within the Grey Book as being potentially discriminatory against part-time workers being amended to remove any potentially discriminatory effect.

FULL AND FINAL SETTLEMENT

18. The parties agree that this Agreement is in full and final settlement of the Terms and Conditions Claims and in respect of any claims arising out of the Grey Book in respect of the following matters:
 - Sick leave
 - Acting-up allowance
 - Pay for public holidays
 - End of course leave
 - Trade union leave
 - Overtime
 - Spoiled meals allowance
 - Removals/lodging allowance
 - Recall to duty
 - Payment during suspension
 - Payment during maternity support leave
 - Special leave
 - All other claims or potential claims under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations arising out of the 6th edition of the

Scheme of Conditions of Service of the National Joint Council for Local Authority
Fire and Rescue Services (and its predecessors) up to 30 June 2010.

19. Subject to the provisions of Clause 8 being complied with, if an Eligible Employee has brought any claim under the PTWR against an FRA which previously employed him/her on a retained duty system, the parties will use their best endeavours to ensure he/she accepts the Compensation Payment paid by his/her current employing FRA in full and final settlement of all or any Terms and Conditions Claims the Eligible Employee may have against his/her previous employer FRA and shall withdraw such claims in accordance with the procedures set out in this Agreement.
20. This Agreement is not in settlement of issues relating to Eligible Employees' access to the Firefighters' Pension Scheme, or pensions generally, which are the subject of discussions between the FBU and the Third Respondent.
21. The parties agree that if a letter is sent by any party of an individual firefighter, it is deemed to have been received on the second working day after posting.
22. The parties agree that if any circumstance arises where arrangements are not in place to resolve the entitlement of an Eligible Employee, including the mechanics associated with doing so, they shall refer such matter to the Joint Secretaries of the NJC to consider and seek to resolve the same.
23. The parties agree that in the event an Eligible Employee has deceased any references to the Eligible Employee shall be taken as references to the Eligible Employee's personal representative who shall accordingly act in the Eligible Employee's stead.



.....
For and on behalf of the FBU

.....
Date **8 March 2011**



.....
For and on behalf of the Employers

.....
Date **8 March 2011**

APPENDIX A

LOCAL AUTHORITY FIRE & RESCUE SERVICES

DATA FILE SPECIFICATION – FIRE AUTHORITIES

1. The NJC will require each Fire Authority with the exception of London and Merseyside (55 in total) to provide an identified file in **xls** or **csv** format with the following fields.
2. Each file will be saved as LOCAL FRA NAME.XLS or LOCAL FRA NAME.CSV.
3. In the covering email, please **provide contact details** for any queries regarding the data.
4. Please send the file, which should be zipped and password protected, to popularis@blueyonder.co.uk.
5. Please send the password to annehock@popularis.org or text to Anne Hock on 07764 194176

Note: Should a Fire Authority have difficulty in providing all the information on one file because it does not hold all the information in one place, then Popularis is prepared to accept two files subject to the instructions above being applied to each file and responses to all the data fields below albeit spread across two files.

DATA FIELDS:

Field No	Field Title
1	Title
2	Forenames
3	Surname
4	Address 1
5	Address 2
6	Address 3
7	Address 4
8	Address 5
9	Postcode

10	Date of Birth (dd/mm/yy)
11	National Insurance number
12	Substantive Rank/Role as at 30 June 2010
13	If no longer employed on 30 June 2010 (and a Claimant), substantive rank/role on date service terminated
14	Employee Number
16	Employing Fire Authority
17	Date employment with employing fire authority commenced on a retained duty system
18	Date employment with employing fire authority terminated on a retained duty system (if applicable and if a Claimant) or IF still employed on 30/06/2010 enter "30 June 10"
19	Length of Service within the reference period on a retained duty system carried over from previous FRA (YY/WW)
20	Total length of service on a retained duty system in the reference period (YY/WW)
21	% Level of cover provided at 30 June 2010, or if not employed on that date (and a Claimant), % level of cover provided on the date service terminated within the reference period
22	Amount of Compensation Payment
23	Deceased/Retired
24	Compensation includes consecutive service from another FRA YES /NO

LOCAL AUTHORITY FIRE & RESCUE SERVICES

DATA FILE SPECIFICATION – FIRE AUTHORITIES

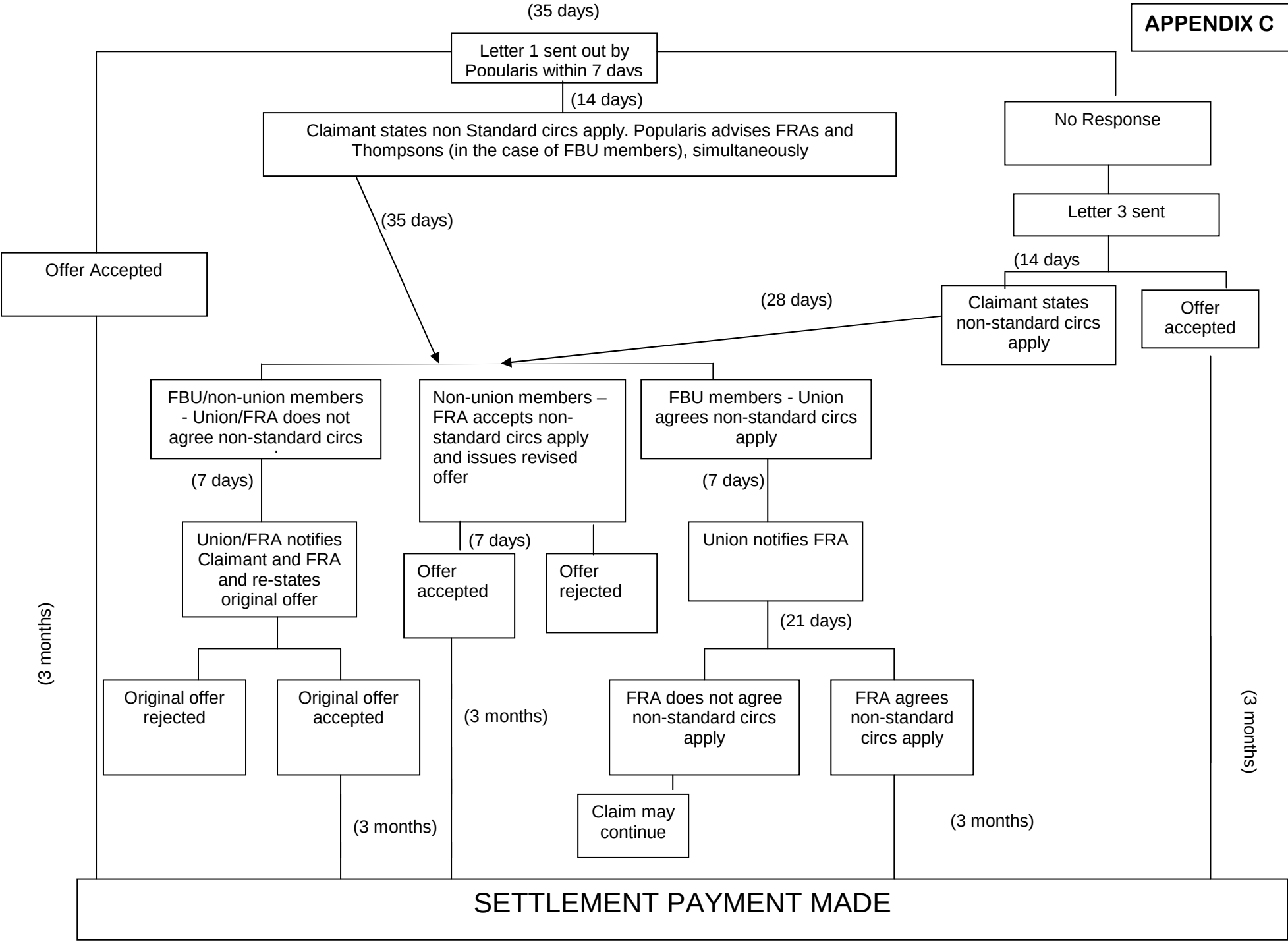
1. The NJC will require each Fire Authority with the exception of London and Merseyside (55 in total) to provide an identified file in **xls** or **csv** format with the following fields.
2. Each file will be saved as LOCAL FRA NAME.XLS or LOCAL FRA NAME.CSV.
3. In the covering email, please **provide contact details** for any queries regarding the data.
4. Please send the file, which should be zipped and password protected, to popularis@blueyonder.co.uk.
5. Please send the password to annehock@popularis.org or text to Anne Hock on 07764 194176

Note: Should a Fire Authority have difficulty in providing all the information on one file because it does not hold all the information in one place, then Popularis is prepared to accept two files subject to the instructions above being applied to each file and responses to all the data fields below albeit spread across two files.

DATA FIELDS:

Field No	Field Title
1	Title
2	Forenames
3	Surname
4	Address 1
5	Address 2
6	Address 3
7	Address 4
8	Address 5
9	Postcode
10	Date of Birth (dd/mm/yy)
11	National Insurance number
12	Substantive Rank/Role as at 30 June 2010
13	If no longer employed on 30 June 2010 (and a Claimant), substantive rank/role on date service terminated
14	Employee Number
16	Employing Fire Authority

17	Date employment with employing fire authority commenced on a retained duty system
18	Date employment with employing fire authority terminated on a retained duty system (if applicable and if a Claimant) or IF still employed on 30/06/2010 enter "30 June 10"
19	Length of Service within the reference period on a retained duty system carried over from previous FRA (YY/WW)
20	Total length of service on a retained duty system in the reference period (YY/WW)
21	% Level of cover provided at 30 June 2010, or if not employed on that date (and a Claimant), % level of cover provided on the date service terminated within the reference period
22	Amount of Compensation Payment
23	Deceased/Retired
24	Compensation includes consecutive service from another FRA YES /NO



FBU claimants (whether current employees who were in post on 30 June 2010 or ex-employees)

LETTER 1
[insert date] 2011

Dear

Retained Duty System Employment Tribunal Claimants: Offer of Settlement Terms

URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF THE DATE OF THIS LETTER

This letter:

- (i) explains the payments that will be made to you in full settlement of the terms and conditions part of your Employment Tribunal claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as one of the Claimants in the mass Employment Tribunal proceedings brought by the Fire Brigades Union (the “FBU”) in 2000 in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (“the PTWR”).

As you know, the FBU has been successful in its legal challenge. This letter sets out the terms which your employer is now prepared to offer you in full and final settlement of that part of your Employment Tribunal claim which relates to terms and conditions. That part of your Employment Tribunal claim which relates to pensions will be concluded at a later date and we will write to you about that again in due course. As you will appreciate, the whole purpose of the claim was to end the discrimination against RDS members, and was not about financial compensation. Nonetheless, this letter contains details of a settlement payment to which you are entitled.

Those terms have been negotiated with the employers nationally by the FBU and have been approved by the Executive Council of the FBU. The terms have also been approved by the National Joint Council for Local Authority Fire and Rescue Services. The terms will form part of an NJC National Collective Agreement. They have already been recommended to the twelve test case Claimants before the Employment Tribunal from Kent and Medway Towns Fire and Rescue Service and the Royal Berkshire Fire and Rescue Service.

The FBU believes that the terms now offered represent excellent news for you and that they represent the best way of bringing certainty and a beneficial overall outcome for its RDS members.

In order to obtain the payment referred to below, the only action that you need to take is to complete and return the acceptance slip attached to this letter to Popularis.

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of the part of your claim which relates to your terms and conditions of employment (i.e. sick pay etc.). It does not settle the part of your claim which relates to pensions. The FBU are still negotiating the settlement of that part of your claim with central government. We will be in touch with you at a later date about that.

1.2 Terms and Conditions Offer

There is an offer of compensation, inclusive of all matters except pensions, which takes into account rank/role, length of service and percentage of cover provided.

The compensation paid to you will be based on the role you held on 30 June 2010 (or if you are no longer serving, the rank/role you held on the date of leaving service).

The amounts listed below are the starting amounts which will be applied pro-rata to your aggregated length of service based on total complete weeks from the date the relevant law came into force (1 July 2000) until 30 June 2010.

In addition, if you performed less than full cover as at 30 June (or the date you left service, if earlier), the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts are:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

In any case, the minimum total amount payable to you shall be not less than £150.

The Compensation Payment will be made without deduction of tax or national insurance contributions and is not pensionable.

1.3 Some Examples

Firefighter A has been employed for the whole reference period as a Firefighter providing 100% cover. Firefighter A receives **£750**.

Firefighter B has also been employed for the whole reference period as a Firefighter providing 50% cover. Firefighter B therefore receives 75% of £750- **£562.50**.

Firefighter C was a Leading Firefighter who brought a claim but left service on 1 July 2005, and who provided 100% cover. Firefighter C was employed for half of the reference period and so receives 50% of £778 - **£389**.

The figure offered to you, and the way in which it has been calculated, is set out in the attached form.

2. Acceptance of the offer

In order to obtain the payment referred to in the attached form, all that you need to do is complete the attached acceptance form and return it to the return address shown on it within 14 days of the date shown on this letter.

Acceptance of that payment would:

- (i) be in full and final settlement of the part of your Employment Tribunal claim which relates to terms and conditions;
- (ii) be in full and final settlement of any claim that you may have arising out of the NJC terms and conditions of employment up until 30 June 2010;
- (iii) for eligible employees of Fire Authorities ("FRAs") who operate a salary scheme in place of the Grey Book provisions for retained duty system employees, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority for the union's solicitors to notify your employing FRA of your acceptance and to withdraw your claim from the Employment Tribunal.

The FBU advises that only in defined circumstances should you consider not accepting the terms offered. Those "Non-Standard Circumstances and Previous Employment" are where:

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) within the period from 1 July 2000 to 30 June 2010 of nine months or more; and/or

- (ii) you are able to show to your employer that the way in which the Compensation Payment has been applied to you, using the figures set out in Appendix 1 to this letter, is incorrect; and/or
- (iii) where you have moved from one FRA to another during the period 1 July 2000 to 30 June 2010 (“the Reference Period”) in which case that previous service under a retained duty system will be recognised to calculate your compensation. It will be your current employing FRA who will make the payments though. It will be necessary for you to provide evidence of your previous employment with a different FRA during the Reference Period. Without this proof, no additional payment can be made. (If you have brought any claim under the PTWR against an FRA which previously employed you on a retained duty system, you will be accepting the payment from your current employing FRA in full and final settlement of any terms and conditions claims you have against your previous employing FRA and you will be required to withdraw those claims).

Further details can be found in the attached “Non-Standard Circumstances and Previous Employment document”. If you believe the information used to apply the Compensation Payment is incorrect, you should first seek to agree the information/seek clarification from your employing FRA as to the correct figures before using the Non-Standard Circumstances and Previous Employment process.

The FBU advises that you should only consider not accepting the offer set out in this letter if you believe that any of the defined “Non-Standard and Previous Employment Circumstances” apply, in which case you should consult the attached “Non-Standard Circumstances and Previous Employment” document. It is important to appreciate that if you choose not to accept the offer, you will not receive the settlement payment referred to in this letter.

3. Time for response

In order for you to receive the Compensation Payment within a period of approximately three months from the date of this letter, **you should complete and return the acceptance form within 14 days of the date of this letter.** This is a strict deadline. If you do not respond, the FBU will write to you again, but, ultimately, it will not be able to proceed with your claim.

If you do not reply to this letter, setting out the settlement offer, within 14 days from the date shown on it, your employing FRA will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, the FBU will be forced into a situation where it can no longer represent you on this matter, and it will have to withdraw its authority for its solicitors to act on your behalf.

If you claim you have previous service with another FRA during the Reference Period that has not already been properly taken into account in the offer you must supply evidence of this within 14 days of the date of this letter, otherwise the calculation will be based on your current employment.

I very much hope that you will choose to accept this offer which the FBU has negotiated on your behalf. I urge you to communicate your acceptance, save where the defined Non-Standard and Previous Employment Circumstances apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

Matt Wrack
General Secretary

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Rank/Role: 30 June 2010

(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

[if applicable] Date employment with employing fire authority terminated:

Length of service (years and weeks):

Level of cover provided at 30 June 2010, or if not employed on that date, level of cover provided on the date service terminated:

Length of Service on a retained duty system with another FRA within the reference period – 1 July 2000 – 30 June 2010 (YY/WW):

Amount of Compensation Payment:

IF YOU BELIEVE THAT NON-STANDARD CIRCUMSTANCES APPLY TO YOUR CLAIM, PLEASE REFER TO THE ACCOMPANYING NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM AND GUIDANCE.

INSERT 2
ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims brought by the FBU

1. I, _____, of _____ FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [insert date] attaching a form setting out how my Compensation Payment has been calculated.
2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) that part of my Employment Tribunal claim which relates to terms and conditions, but not that part which relates to pensions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);
 - (ii) any claim that I may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.
 - (iv) I understand this does not relate to the issue of the pensions claim which is still progressing.
3. I also confirm that I give Thompsons solicitors authority to withdraw that part of my Employment Tribunal claim which relates to terms and conditions (including but not limited to any claim brought against an

FRA which previously employed me on a retained duty system) but not that part which relates to pensions claim from the Employment Tribunal on my behalf and to say that on withdrawal that part of my claim which relates to terms and conditions should be dismissed.

Signed.....Dated.....

[NAME]

.....

Employing Fire and Rescue Service as at 30 June 2010

.....

Membership Number

Return to:

**Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

FBU members (currently employed non-claimants who were in post on 30 June 2010)

**LETTER 1a
[insert date] 2011**

Dear

Retained Duty System Current employees: Offer of Settlement Terms

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF
THE DATE OF THIS LETTER**

This letter:

- (i) explains the payments that will be made to you in full settlement of the terms and conditions part of your claims or potential claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as one of the Eligible Employees in relation to the mass Employment Tribunal proceedings brought by the Fire Brigades Union (the "FBU") in 2000 in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR").

As you know, the FBU has been successful in its legal challenge. You have been identified as an Eligible Employee because you were employed on a retained duty system for all or part of the period between 1 July 2000 and 30 June 2010, and your employment had not terminated before the settlement agreement was entered into between the FBU and the employers nationally. This means that you are entitled to the benefit of the settlement, as explained below.

This letter sets out the terms which your employer is now prepared to offer you in full and final settlement of any claims that you may have which relate to terms and conditions arising out of the FBU's legal challenge. Any further claims which you may have in relation to pensions will be concluded at a later date and we will write to you about that again in due course. As you will appreciate, the whole purpose of the claim was to end the discrimination against RDS members, and was not about financial compensation. Nonetheless, this letter contains details of a settlement payment to which you are entitled.

Those terms have been negotiated with the employers nationally by the FBU and have been approved by the Executive Council of the FBU. The terms have also been approved by the National Joint Council for Local Authority Fire

and Rescue Services. The terms will form part of an NJC National Collective Agreement. They have already been recommended to the twelve test case Claimants before the Employment Tribunal from Kent and Medway Towns Fire and Rescue Service and the Royal Berkshire Fire and Rescue Service.

The FBU believes that the terms now offered represent excellent news for you and that they represent the best way of bringing certainty and a beneficial overall outcome for its RDS members.

In order to obtain the payment referred to below, the only action that you need to take is to complete and return the acceptance slip attached to this letter to Popularis.

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of any claims you may have which relate to your terms and conditions of employment (i.e. sick pay etc.). It does not settle any claims you may have which relate to pensions. The FBU are still negotiating the settlement of that part of your claim with central government. We will be in touch with you at a later date about that.

1.2 Terms and Conditions Offer

There is an offer of compensation, inclusive of all matters except pensions, which takes into account rank/role, length of service and percentage of cover provided.

The compensation paid to you will be based on the role you held on 30 June 2010 (or if you are no longer serving, the rank/role you held on the date of leaving service).

The amounts listed below are the starting amounts which will be applied pro-rata to your aggregated length of service based on total complete weeks from the date the relevant law came into force (1 July 2000) until 30 June 2010.

In addition, if you performed less than full cover as at 30 June (or the date you left service, if earlier), the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts are:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

In any case, the minimum total amount payable to you shall be not less than £150.

The Compensation Payment will be made without deduction of tax or national insurance contributions and will not be pensionable.

1.3 Some Examples

Firefighter A has been employed for the whole reference period as a Firefighter providing 100% cover. Firefighter A receives **£750**.

Firefighter B has also been employed for the whole reference period as a Firefighter providing 50% cover. Firefighter B therefore receives 75% of £750- **£562.50**.

Firefighter C was a Leading Firefighter who brought a claim but left service on 1 July 2005, and who provided 100% cover. Firefighter C was employed for half of the reference period and so receives 50% of £778 - **£389**.

The figure offered to you, and the way in which it has been calculated, is set out in the attached form.

2. Acceptance of the offer

In order to obtain the payment referred to in the attached form, all that you need to do is complete the attached acceptance form and return it to the return address shown on it within 14 days of the date shown on this letter.

Acceptance of that payment would:

- (i) be in full and final settlement of any claim which you may have which relates to terms and conditions (but not pensions) under the PTWR;
- (ii) be in full and final settlement of any claim that you may have arising out of the NJC terms and conditions of employment up until 30 June 2010;
- (iii) for eligible employees of Fire Authorities ("FRAs") who operate a salary scheme in place of the Grey Book provisions for retained duty system employees, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority for the union's solicitors to notify your employing FRA of your acceptance.

The FBU advises that only in defined circumstances should you consider not accepting the terms offered. Those "Non-Standard and Previous Employment Circumstances" are where:

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) within the period from 1 July 2000 to 30 June 2010 of nine months or more; and/or
- (ii) you are able to show to your employer that the way in which the Compensation Payment has been applied to you, using the figures set out in Appendix 1 to this letter, is incorrect; and/or
- (iii) where you have moved from one FRA to another during the period 1 July 2000 to 30 June 2010 (“the Reference Period”) in which case that previous service under a retained duty system will be recognised to calculate your compensation. It will be your current employing FRA who will make the payments though it will be necessary for you to provide evidence of your previous employment with a different FRA during the Reference Period. Without this proof, no additional payment can be made. (If you have brought any claim under the PTWR against an FRA which previously employed you on a retained duty system, you will be accepting the payment from your current employing FRA in full and final settlement of any terms and conditions claims you have against your previous employing FRA and you will be required to withdraw those claims).

Further details can be found in the attached “Non-Standard Circumstances and Previous Employment document”. If you believe the information used to apply the Compensation Payment is incorrect, you should first seek to agree the information/seek clarification from your employing FRA as to the correct figures before using the Non-Standard Circumstances and Previous Employment process.

The FBU advises that you should only consider not accepting the offer set out in this letter if you believe that any of the defined “Non-Standard Circumstances and Previous Employment” apply, in which case you should consult the attached “Non-Standard Circumstances and Previous Employment ” document. It is important to appreciate that if you choose not to accept the offer, you will not receive the settlement payment referred to in this letter.

3. Time for response

In order for you to receive the Compensation Payment within a period of approximately three months from the date of this letter, **you should complete and return the acceptance form within 14 days of the date of this letter.** This is a strict deadline. If you do not respond, the FBU will write to you again, but, ultimately, it will not be able to proceed with your case.

If you do not reply to this letter, setting out the settlement offer, within 14 days from the date shown on it, your employing FRA will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, the FBU will be forced into a situation where it can not represent you, nor will its lawyers act for you, on any claim you have on this matter.

If you claim you have previous service with another FRA during the Reference Period, that has not already properly been taken in to account in the offer from the FRA with whom you have the longest service, you must supply evidence of this within 14 days of the date of this letter, otherwise the calculation will be based on your current employment.

I very much hope that you will choose to accept this offer which the FBU has negotiated on your behalf. I urge you to communicate your acceptance, save where the defined Non-Standard and Previous Employment Circumstances apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

Matt Wrack
General Secretary

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Rank/Role: 30 June 2010

(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

[if applicable] Date employment with employing fire authority terminated:

Length of service (years and weeks):

Level of cover provided at 30 June 2010, or if not employed on that date, level of cover provided on the date service terminated:

Length of Service on a retained duty system with another FRA within the reference period (YY/WW) – 1 July 2000 – 30 June 2010:

Amount of Compensation Payment:

IF YOU BELIEVE THAT NON-STANDARD CIRCUMSTANCES APPLY TO YOUR CLAIM, PLEASE REFER TO THE ACCOMPANYING NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM AND GUIDANCE.

INSERT 2

ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims brought by the FBU

1. I, _____, of _____ FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [insert date] attaching a form setting out how my Compensation Payment has been calculated.
2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) any claim which I may have which relates to terms and conditions, but not pensions, under the Part-Times Workers (Prevention of Less Favourable Treatment) Regulations 2000 (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);
 - (ii) any claim that I may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.
3. I understand this does not relate to the issue of the pensions claim which is still progressing.

Signed.....Dated.....

[NAME]

.....
Employing Fire and Rescue Service as at 30 June 2010

.....
Membership number

Return to:

**Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

FBU (claimants with current concurrent service)

LETTER 1b
[insert date] 2011

Dear

Retained Duty System Employment Tribunal Claimants: Offer of Settlement Terms

URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF THE DATE OF THIS LETTER

This letter:

- (i) explains the payments that will be made to you in full settlement of the terms and conditions part of your Employment Tribunal claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as one of the Claimants in the mass Employment Tribunal proceedings brought by the Fire Brigades Union (the "FBU") in 2000 in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR").

As you know, the FBU has been successful in its legal challenge. This letter sets out the terms which your employer is now prepared to offer you in full and final settlement of that part of your Employment Tribunal claim which relates to terms and conditions. That part of your Employment Tribunal claim which relates to pensions will be concluded at a later date and we will write to you about that again in due course. As you will appreciate, the whole purpose of the claim was to end the discrimination against RDS members, and was not about financial compensation. Nonetheless, this letter contains details of a settlement payment to which you are entitled.

Those terms have been negotiated with the employers nationally by the FBU and have been approved by the Executive Council of the FBU. The terms have also been approved by the National Joint Council for Local Authority Fire and Rescue Services. The terms will form part of an NJC National Collective Agreement. They have already been recommended to the twelve test case Claimants before the Employment Tribunal from Kent and Medway Towns Fire and Rescue Service and the Royal Berkshire Fire and Rescue Service.

The FBU believes that the terms now offered represent excellent news for you and that they represent the best way of bringing certainty and a beneficial overall outcome for its RDS members.

In order to obtain the payment referred to below, the only action that you need to take is to complete and return the acceptance slip attached to this letter to Popularis.

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of the part of your claim which relates to your terms and conditions of employment (i.e. sick pay etc.). It does not settle the part of your claim which relates to pensions. The FBU are still negotiating the settlement of that part of your claim with central government. We will be in touch with you at a later date about that.

1.2 Terms and Conditions Offer

There is an offer of compensation, inclusive of all matters except pensions, which takes into account rank/role, length of service and percentage of cover provided.

The compensation paid to you will be based on the role you held in each FRA on 30 June 2010.

The amounts listed below are the starting amounts which will be applied pro-rata to your aggregated length of service based on total complete weeks from the date the relevant law came into force (1 July 2000) until 30 June 2010.

In addition, if you performed less than full cover as at 30 June the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts in each contract are:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

In any case, the minimum total amount payable to you shall be not less than £150.

The Compensation Payment will be made without deduction of tax or national insurance contributions and will not be pensionable.

1.3 Some Examples

Firefighter A has been employed for the whole reference period as a Firefighter providing 100% cover. Firefighter A receives **£750**.

Firefighter B has also been employed for the whole reference period as a Firefighter providing 50% cover. Firefighter B therefore receives 75% of £750- **£562.50**.

Firefighter C was a Leading Firefighter who brought a claim but left service on 1 July 2005, and who provided 100% cover. Firefighter C was employed for half of the reference period and so receives 50% of £778 - **£389**.

The figure offered to you, and the way in which it has been calculated, is set out in the attached form.

2. Acceptance of the offer

In order to obtain the payment referred to in the attached form, all that you need to do is complete the attached acceptance form and return it to the return address shown on it within 14 days of the date shown on this letter.

Please note carefully that as you are currently employed on a retained duty system by two or more FRAs, you will need to send a separate acceptance form in respect of each of these separate contracts.

Acceptance of that payment would:

- (i) be in full and final settlement of the part of your Employment Tribunal claim which relates to terms and conditions;
- (ii) be in full and final settlement of any claim that you may have arising out of the NJC terms and conditions of employment up until 30 June 2010;
- (iii) for eligible employees of Fire Authorities ("FRAs") who operate a salary scheme in place of the Grey Book provisions for retained duty system employees, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority for the union's solicitors to notify your employing FRA of your acceptance and to withdraw your claim from the Employment Tribunal.

The FBU advises that only in defined circumstances should you consider not accepting the terms offered. Those "Non-Standard and Previous Employment Circumstances" are where:

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) within the period from 1 July 2000 to 30 June 2010 of nine months or more; and/or

- (ii) you are able to show to your employer that the way in which the Compensation Payment has been applied to you, using the figures set out in Appendix 1 to this letter, is incorrect; and/or
- (iii) where you have moved from one FRA to another during the period 1 July 2000 to 30 June 2010 (“the Reference Period”) in which case that previous service under a retained duty system will be recognised to calculate your compensation. It will be your current employing FRA with whom you have the longest period of service who will make the payments though. It will be necessary for you to provide evidence of your previous employment with a different FRA during the Reference Period. Without this proof, no additional payment can be made. (If you have brought any claim under the PTWR against an FRA which previously employed you on a retained duty system, you will be accepting the payment from your current employing FRA in full and final settlement of any terms and conditions claims you have against your previous employing FRA and you will be required to withdraw those claims).

Further details can be found in the attached “Non-Standard Circumstances and Previous Employment document”. If you believe the information used to apply the Compensation Payment is incorrect, you should first seek to agree the information/seek clarification from your employing FRA as to the correct figures before using the Non-Standard Circumstances and Previous Employment process.

The FBU advises that you should only consider not accepting the offer set out in this letter if you believe that any of the defined “Non-Standard and Previous Employment Circumstances” apply, in which case you should consult the attached “Non-Standard Circumstances and Previous Employment” document. It is important to appreciate that if you choose not to accept the offer, you will not receive the settlement payment referred to in this letter.

3. Time for response

In order for you to receive the Compensation Payment within a period of approximately three months from the date of this letter, **you should complete and return the acceptance form within 14 days of the date of this letter.** This is a strict deadline. If you do not respond, the FBU will write to you again, but, ultimately, it will not be able to proceed with your claim.

If you do not reply to this letter, setting out the settlement offer, within 14 days from the date shown on it, your employing FRA will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, the FBU will be forced into a situation where it can no longer represent you, and it will have to withdraw its authority for its solicitors to act on your behalf.

If you claim you have previous service with another FRA during the Reference Period, that has not already properly been taken in to account in the offer from the FRA with whom you have the longest service, you must supply evidence of this within 14 days of the date of this letter, otherwise the calculation will be based on your current employment.

I very much hope that you will choose to accept this offer which the FBU has negotiated on your behalf. I urge you to communicate your acceptance, save where the defined Non-Standard and Previous Employment Circumstances apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

Matt Wrack
General Secretary

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Rank/Role: 30 June 2010

(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

[if applicable] Date employment with employing fire authority terminated:

Length of service (years and weeks):

Level of cover provided at 30 June 2010, or if not employed on that date, level of cover provided on the date service terminated:

Length of Service on a retained duty system with another FRA within the reference period (YY/WW) – 1 July 2000 – 30 June 2010:

Amount of Compensation Payment:

IF YOU BELIEVE THAT NON-STANDARD CIRCUMSTANCES APPLY TO YOUR CLAIM, PLEASE REFER TO THE ACCOMPANYING NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM AND GUIDANCE.

INSERT 2
ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims brought by the FBU

1. I, _____, of _____ FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [insert date] attaching a form setting out how my Compensation Payment has been calculated.
2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) that part of my Employment Tribunal claim which relates to terms and conditions, but not that part which relates to pensions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);
 - (ii) any claim that I may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.
 - (iv) I understand this does not relate to the issue of the pensions claim which is still progressing.
3. I also confirm that I give Thompsons solicitors authority to withdraw that part of my Employment Tribunal claim which relates to terms and conditions (including but not limited to any claim brought against an

FRA which previously employed me on a retained duty system) but not that part which relates to pensions claim from the Employment Tribunal on my behalf and to say that on withdrawal that part of my claim which relates to terms and conditions should be dismissed.

Signed.....Dated.....
[NAME]

.....
Employing Fire and Rescue Service as at 30 June 2010

.....
Membership Number

Return to:

**Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

FBU (current concurrent employees (non-claimants))

**LETTER 1c
[insert date] 2011**

Dear

Retained Duty System Current employees: Offer of Settlement Terms

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF
THE DATE OF THIS LETTER**

This letter:

- (i) explains the payments that will be made to you in full settlement of the terms and conditions part of your claims or potential claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as one of the Eligible Employees in relation to the mass Employment Tribunal proceedings brought by the Fire Brigades Union (the "FBU") in 2000 in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR").

As you know, the FBU has been successful in its legal challenge. You have been identified as an Eligible Employee because you were employed on a retained duty system for all or part of the period between 1 July 2000 and 30 June 2010, and your employment had not terminated before the settlement agreement was entered into between the FBU and the employers nationally. This means that you are entitled to the benefit of the settlement, as explained below.

This letter sets out the terms which your employer is now prepared to offer you in full and final settlement of any claims that you may have which relate to terms and conditions arising out of the FBU's legal challenge. Any further claims which you may have in relation to pensions will be concluded at a later date and we will write to you about that again in due course. As you will appreciate, the whole purpose of the claim was to end the discrimination against RDS members, and was not about financial compensation. Nonetheless, this letter contains details of a settlement payment to which you are entitled.

Those terms have been negotiated with the employers nationally by the FBU and have been approved by the Executive Council of the FBU. The terms have also been approved by the National Joint Council for Local Authority Fire and Rescue Services. The terms will form part of an NJC National Collective

Agreement. They have already been recommended to the twelve test case Claimants before the Employment Tribunal from Kent and Medway Towns Fire and Rescue Service and the Royal Berkshire Fire and Rescue Service.

The FBU believes that the terms now offered represent excellent news for you and that they represent the best way of bringing certainty and a beneficial overall outcome for its RDS members.

In order to obtain the payment referred to below, the only action that you need to take is to complete and return the acceptance slip attached to this letter to Popularis.

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of any claims you may have which relate to your terms and conditions of employment (i.e. sick pay etc.). It does not settle any claims you may have which relate to pensions. The FBU are still negotiating the settlement of that part of your claim with central government. We will be in touch with you at a later date about that.

1.2 Terms and Conditions Offer

There is an offer of compensation, inclusive of all matters except pensions, which takes into account rank/role, length of service and percentage of cover provided.

The compensation paid to you will be based on the role you held on 30 June 2010.

The amounts listed below are the starting amounts which will be applied pro-rata to your aggregated length of service based on total complete weeks from the date the relevant law came into force (1 July 2000) until 30 June 2010.

In addition, if you performed less than full cover as at 30 June, the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts are:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

In any case, the minimum total amount payable to you shall be not less than £150.

The Compensation Payment will be made without deduction of tax or national insurance contributions and will not be pensionable.

1.3 Some Examples

Firefighter A has been employed for the whole reference period as a Firefighter providing 100% cover. Firefighter A receives **£750**.

Firefighter B has also been employed for the whole reference period as a Firefighter providing 50% cover. Firefighter B therefore receives 75% of £750 - **£562.50**.

Firefighter C was a Leading Firefighter who brought a claim but left service on 1 July 2005, and who provided 100% cover. Firefighter C was employed for half of the reference period and so receives 50% of £778 - **£389**.

The figure offered to you, and the way in which it has been calculated, is set out in the attached form.

2. Acceptance of the offer

In order to obtain the payment referred to in the attached form, all that you need to do is complete the attached acceptance form and return it to the return address shown on it within 14 days of the date shown on this letter.

Please note carefully that as you are currently employed on a retained duty system by two or more FRAs, you will need to send a separate acceptance form in respect of each of these separate contracts.

Acceptance of that payment would:

- (i) be in full and final settlement of any claim which you may have which relates to terms and conditions (but not pensions) under the PTWR;
- (ii) be in full and final settlement of any claim that you may have arising out of the NJC terms and conditions of employment up until 30 June 2010;
- (iii) for eligible employees of Fire Authorities ("FRAs") who operate a salary scheme in place of the Grey Book provisions for retained duty system employees, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority for the union's solicitors to notify your employing FRA of your acceptance.

The FBU advises that only in defined circumstances should you consider not accepting the terms offered. Those "Non-Standard and Previous Employment Circumstances" are where:

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) within the period from 1 July 2000 to 30 June 2010 of nine months or more; and/or
- (ii) you are able to show to your employer that the way in which the Compensation Payment has been applied to you, using the figures set out in Appendix 1 to this letter, is incorrect; and/or
- (iii) where you have moved from one FRA to another during the period 1 July 2000 to 30 June 2010 (“the Reference Period”) in which case that previous service under a retained duty system will be recognised to calculate your compensation. It will be your current employing FRA with whom you have the longest period of service who will make the payments though. It will be necessary for you to provide evidence of your previous employment with a different FRA during the Reference Period. Without this proof, no additional payment can be made. (If you have brought any claim under the PTWR against an FRA which previously employed you on a retained duty system, you will be accepting the payment from your current employing FRA in full and final settlement of any terms and conditions claims you have against your previous employing FRA and you will be required to withdraw those claims).

Further details can be found in the attached “Non-Standard Circumstances and Previous Employment document”. If you believe the information used to apply the Compensation Payment is incorrect, you should first seek to agree the information/seek clarification from your employing FRA as to the correct figures before using the Non-Standard Circumstances and Previous Employment process.

The FBU advises that you should only consider not accepting the offer set out in this letter if you believe that any of the defined “Non-Standard Circumstances and Previous Employment” apply, in which case you should consult the attached “Non-Standard Circumstances and Previous Employment” document. It is important to appreciate that if you choose not to accept the offer, you will not receive the settlement payment referred to in this letter.

3. Time for response

In order for you to receive the Compensation Payment within a period of approximately three months from the date of this letter, **you should complete and return the acceptance form within 14 days of the date of this letter.**

This is a strict deadline. If you do not respond, the FBU will write to you again, but, ultimately, it will not be able to proceed with your case.

If you do not reply to this letter, setting out the settlement offer, within 14 days from the date shown on it, your employing FRA will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, the FBU will be forced into a situation where it can no longer represent you, nor will its lawyers act for you, on this matter.

If you claim you have previous service with another FRA during the Reference Period, that has not already properly been taken in to account in the offer from the FRA with whom you have the longest service, you must supply evidence of this within 14 days of the date of this letter, otherwise the calculation will be based on your current employment.

I very much hope that you will choose to accept this offer which the FBU has negotiated on your behalf. I urge you to communicate your acceptance, save where the defined Non-Standard and Previous Employment Circumstances apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

Matt Wrack
General Secretary

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Rank/Role: 30 June 2010

(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

[if applicable] Date employment with employing fire authority terminated:

Length of service (years and weeks):

Level of cover provided at 30 June 2010, or if not employed on that date, level of cover provided on the date service terminated :

Length of Service on a retained duty system with another FRA within the reference period (YY/WW) – 1 July 2000 – 30 June 2010:

Amount of Compensation Payment:

IF YOU BELIEVE THAT NON-STANDARD CIRCUMSTANCES APPLY TO YOUR CLAIM, PLEASE REFER TO THE ACCOMPANYING NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM AND GUIDANCE.

INSERT 2
ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims brought by the FBU

1. I, _____, of _____ FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [insert date] attaching a form setting out how my Compensation Payment has been calculated.
2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) any claim which I may have which relates to terms and conditions, but not pensions, under the Part-Times Workers (Prevention of Less Favourable Treatment) Regulations 2000 (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);
 - (ii) any claim that I may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.
 - (iv) I understand that this does not relate to the issue of the pensions claim which is still progressing.

Signed.....Dated.....

[NAME]

.....
Employing Fire and Rescue Service as at 30 June 2010

.....
Membership number

Return to:

**Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

**FBU member
LETTER 2**

Dear

**Retained Duty System Employment Tribunal Claimants: Settlement
Terms**

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 21 DAYS OF
THE DATE OF THIS LETTER**

In response to the union's letter setting out the proposed terms of settlement, you have replied stating that you believe that "Non-Standard Circumstances and Previous Employment" apply to your case and that you do not therefore agree to the withdrawal of your claim at the Employment Tribunal on the terms offered.

In my original letter, I described to you the only categories of circumstances which were capable of amounting to "Non-Standard Circumstances and Previous Employment" for the purpose of the settlement process.

The union has now considered with its solicitors whether the information, and any supporting documentation that you have provided, satisfies the definition of "Non-Standard Circumstances and Previous Employment". I have to inform you that the information provided does not satisfy the definition of "Non-Standard Circumstances and Previous Employment" for the following reason(s):

- ☐ The information that you have provided does not show a continuous period of sickness absence in the period from 1 July 2000 to 30 June 2010 (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to paragraph 11 of the 6th edition of the Grey Book) of nine months or more;
- ☐ The supporting documentation that you provided as evidence for your period of sickness leave in the relevant period does not satisfy the requirements explained in my previous letter;
- ☐ Having considered the Breakdown Information provided to you describing how your offer of compensation has been applied, the union is unable to conclude that there is any error; or
- ☐ Having considered the information you supplied in relation to your previous employment, the union is unable to conclude that

you are entitled to count that previous service for the purpose of your Compensation Payment.

I must therefore inform you that the union does not consider that “Non-Standard Circumstances” apply to your case.

In those circumstances, the union recommends that you accept the terms of settlement already offered.

To accept the terms of settlement already offered, and receive the Compensation Payment already notified, **all that you need to do is complete the acceptance form attached to this letter and return it to the union’s solicitors to arrive within 21 days of the date of this letter.** This is a strict deadline.

You are, of course, perfectly entitled to reject the offer of settlement made to you. However, that offer of settlement is the product of detailed negotiations with the employers and the union believes that the terms offered reflect the best possible outcome for all RDS members. Accordingly, if the union’s solicitors do not receive your completed acceptance form within 21 days of the date of this letter, the union will write to you again informing you that its solicitors are no longer able to act as your representative in the Employment Tribunal claim in relation to the terms and conditions claim. The union’s solicitors will, at the same time, write to the Employment Tribunal to inform it that they no longer represent you in relation to the terms and conditions claim. You will then be free to pursue your terms and conditions claim in the Employment Tribunal yourself, but you will not have the benefit of legal representation by the union in relation to that part of your claim.

Yours sincerely,

Matt Wrack
General Secretary

FBU member (where no response to letter 1)

LETTER 3

Dear

Retained Duty System Employment Tribunal Claimants: Settlement Terms

URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF THE DATE OF THIS LETTER

I wrote to you recently setting out the terms offered, including a Compensation Payment (for all matters relating to the Grey Book terms and/or your employing fire authority's salary scheme, but not in relation to pensions), for the full settlement of that part of your Employment Tribunal claim in relation to the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 which relates to terms and conditions (but not pensions, which will be dealt with separately). A copy of that letter is attached for ease of reference.

In that letter, I explained that, in order to receive the Compensation Payment, you needed to complete and return the acceptance form to Popularis within 14 days of the date of that letter. Alternatively, if you believed that "Non-Standard Circumstances and Previous Employment", as defined in that letter, applied to your case, you needed to complete and return the "Non-Standard Circumstances and Previous Employment" form, together with the accompanying documentation described, within that 14 day period.

Popularis have informed me that they have not received your completed acceptance form and that they have also not received a completed "Non-Standard Circumstances and Previous Employments" form.

I must emphasise that if you do not complete and return the acceptance form to Popularis, then you will not receive the Compensation Payment that has been negotiated on your behalf.

If Popularis do not receive your completed acceptance form, or a completed "Non-Standard Circumstances and Previous Employment" form within the period of 14 days from the date of this letter, the union will write to you again to inform you that it will not represent you in relation to the terms and conditions part of your claim.

Yours sincerely,

Matt Wrack
General Secretary

FBU member (if no response to letter 3)

LETTER 4

Dear

Retained Duty System Employment Tribunal Claimants: Settlement Terms

I wrote to you recently to inform you of the terms offered, including a Compensation Payment (for all matters relating to the Grey Book terms and/or your employing fire authority's salary scheme), for full settlement of your prospective Employment Tribunal claim in relation to the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations. In my letter, I said that you should reply to Popularis within a period of 14 days, either accepting the terms offered or enclosing a completed "Non-Standard Circumstances and Previous Employments" form showing why Non-Standard Circumstances or Previous Employment apply.

I have been informed by Popularis that they have not received from you a completed acceptance form or a completed "Non-Standard Circumstances and Previous Employment" form confirming that Non-Standard Circumstances and Previous Employment apply in a form which has been accepted by the union.

In those circumstances, I regret to inform you that the union is not able to represent you in relation to the terms and conditions part of your claim, and the union's solicitors will now write to the Employment Tribunal informing it of this development and that any future correspondence should be sent to you direct. The union will continue to represent you in relation to the pensions side of your claim.

Yours sincerely,

Matt Wrack
General Secretary

DRAFT LETTER 5

[To be sent by Popularis]

Dear

Retained Duty System Employment Tribunal Claimants: Settlement Terms

As you may know Popularis have been appointed as an independent third party to process the settlements regarding your claim under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000.

You are currently employed by **[insert name]** Fire Authority and I have received the necessary information from them regarding your claim. However, I have also received information from a different FRA, **[insert name]** Fire Authority, which has also sent us information relating to you.

Previous employment under a retained duty system between the periods 1 July 2000 to 30 June 2010 should be taken into account where known to the most recent employer when calculating any compensation payment to you. Therefore, you may wish to consider whether it is necessary to use the Non Standard Circumstances and Previous Employment procedure in your particular case.

Should you have any queries relating to this matter they should be raised with your local Fire Brigades Union official, not Popularis.

Yours faithfully

Popularis Ltd.

FBU CLAIMANT (DECEASED)

LETTER 6 [ENCLOSE A COPY OF FBU LETTER 1]

Dear

Retained Duty System Employment Tribunal Claims

I am writing to you in relation to a settlement payment to which your late (husband's/wife's) estate is entitled in respect of her/his employment on a retained duty system.

The settlement relates to a long-running claim pursued by the Fire Brigades Union under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000.

I enclose a copy of the letter which has been sent to all eligible claimants, which sets out the offer of settlement to which your late husband/wife would have been entitled and to which his/her estate is now entitled.

If you are one of the personal representatives of your late husband's/wife's estate, and you wish to accept the settlement payment on behalf of the estate in that capacity, please would you complete and return the acceptance form found at the back of the enclosed offer letter . Please remember to enclose, with the acceptance form, a copy of the grant of probate naming you as a personal representative in respect of the estate.

I would be grateful if you would note the deadlines for responding which are set out in the enclosed letter e.g. you should complete and return the acceptance form within **14 days** of the date of this letter.

If you are not one of the personal representatives of the estate, please would you pass this letter and the accompanying offer letter to one of the personal representatives of the estate.

Yours sincerely,

Matt Wrack
General Secretary

“Non-Standard Circumstances and Previous Employment” Document

“Non-Standard Circumstances and Previous Employment”: Introduction

The FBU advises that only in Non-Standard, and defined, circumstances should individuals consider not accepting the terms offered. The FBU has negotiated with the employers nationally a position where it will only continue to pursue claims if any (or all of) the following Non-Standard Circumstances apply:

- (i) where an individual has had a continuous period of sickness absence within the period from 1 July 2000 to 30 June 2010 of nine months or more (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book); and/or
- (ii) where the individual is able to show that the way in which the Compensation Payment has been applied, using the starting point figures set out above is incorrect; and/or
- (iii) where an individual has been employed by more than one Fire Authority under a retained duty system during the period 1 July 2000 to 30 June 2010 and the individual is able to provide documentary proof of their previous service within that period by another Fire and Rescue Authority.

1. Non-Standard Circumstance: continuous sickness absence exceeding 9 months

If an individual claims to have a period of continuous sickness absence of nine months during the period from 1 July 2000 to 30 June 2010 (“the Reference Period”) (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book), then she or he will need to provide to the union’s solicitors appropriate supporting documentation confirming the continuous period of sickness absence in the form either of a report (or reports) from a medical practitioner, medical records evidencing the same or Doctor’s Statements under the Statutory Sick Pay (Medical Evidence) Regulations 1985 covering the relevant periods. That supporting documentation should be sent to [Popularis] with the completed “Non-Standard Circumstances and Previous Employment” form attached to this letter. The FBU will then need to share that information with the employing FRA in order to process the claim.

2. Non-Standard Circumstances: incorrect calculation information

If an individual believes the information used to apply the Compensation Payment is incorrect, they should first seek to agree the information/seek clarification from their FRA as to the correct figures before using the Non-Standard Circumstances process. If agreement or clarification with the FRA cannot be achieved, the individual should complete and return the Non-Standard Circumstances and Previous Employment form.

3. Previous Employment with another FRA

If you were employed by another FRA under a retained duty system at any time during the period from 1 July 2000 to 30 June 2010 and you believe that such service has not been taken into account in calculating your Compensation Payment, please also complete the Non-Standard Circumstances and Previous Employment form and provide documentary evidence proving your dates of previous employment such as a contract of employment.

Non-Standard Circumstances and Previous Employment Procedure

Any individual who claims that Non-Standard Circumstances or Previous Employment apply to them, and who does not therefore wish to accept the payment offered in full and final settlement of their claim, should complete and return the attached "Non-Standard Circumstances and Previous Employment" form, showing clearly why she or he contends that Non-Standard Circumstances apply to their claim.

Where an individual completes and returns a "Non-Standard Circumstances and Previous Employment" form to Popularis, they will not receive the payment referred to on the attached form and the procedure set out below will apply.

From the end of the period of 14 days in which to respond to the letter setting out your offer of full settlement, the FBU will have a further 42 days in which to determine whether it agrees that Non-Standard Circumstances or Previous Employment, as defined, apply. (If no response is received to the letter setting out the offer of full settlement within the specified 14 day period, a final reminder letter will be sent setting a deadline for response of 14 days. If a completed Non-Standard Circumstances and Previous Employment form is received within that 14 day period, the FBU will have a further 35 days in which to determine whether it agrees that Non-Standard Circumstances or Previous Employment, as defined, apply).

If the FBU agrees that Non-Standard Circumstances or Previous Employment apply, it will have a further 7 days in which to notify the employing FRA, which will then have 21 days in which to decide whether it accepts that Non-Standard Circumstances apply.

If the employing FRA accepts that Non-Standard Circumstances or Previous Employment apply, it will send to the individual a revised offer, copied to

Popularis, which will provide for a payment to that individual of the sick pay that would have been received had the revised Grey Book terms been applied to them and/or the corrected Compensation Payment recognising any additional sum in respect of his/her previous employment with a different FRA during the Reference Period.

If the FBU does not agree that the definition of Non-Standard Circumstances or Previous Employment is satisfied, it will notify the individual and the employing Fire Authority within 7 days of the original 42 day period. The individual will then be notified again of the terms offered and that, in the event of non-acceptance of the offer at that stage, the FBU will no longer be able to support the individual's claim at the Employment Tribunal. In that situation, the individual will be at liberty to pursue their Employment Tribunal claim themselves, but the FBU will not be able provide support and legal representation.

If the employing FRA disputes that Non-Standard Circumstances or Previous Employment apply, it will notify the FBU's legal representative (where the individual is represented by the FBU) within 21 days. In that circumstance, the FBU may continue to provide support and legal representation for the Claimant's Employment Tribunal claim.

RETAINED DUTY SYSTEM EMPLOYMENT TRIBUNAL CLAIMS
NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM

Full name:

Full address:

Employing Fire Authority:.....

Station at which based:.....

Telephone no. (day).....(evening).....

Mobile no.

Email address:.....

Non-Standard Circumstances*Please tick each box which applies to you, and make sure you complete all the details.*

I say that "Non-Standard Circumstances" apply to my Employment Tribunal claim because:

1.		In the period from 1 July 2000 to 30 June 2010 ("the Reference Period"), I have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6 th edition of the Grey Book) of nine months or more.
----	--	--

If you say that you have had a continuous period of sick leave of nine months or more in the period from 1 July 2000 to 30 June 2010, (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) please confirm that you have attached to this form the following:

a report, or reports, from a medical practitioner(s) confirming that you were unable to work for a continuous period of sickness of nine months or more due to sickness absence, medical records evidencing the same or copies of Doctors' Statements under the Statutory Sick Pay (Medical Evidence) Regulations 1985 covering the continuous period of nine months or more, and that, in each case, the reports or records show the precise dates of sickness absence (unrelated to an on-duty injury/illness).

Please specify precisely the dates of your period of sick leave:

Start of sick leave	Returned to work

	Please indicate that you consent to your employing Fire and Rescue Authority or the Fire Brigades Union, or its Solicitors, Thompsons, passing to each other such information in relation to your employment history or information as may be contained on your personnel file as either may request for the purpose of your Employment Tribunal claim.
--	---

.....
Signed

.....
Date

PLEASE RETURN THIS COMPLETED FORM WITHIN 14 DAYS OF THE DATE OF THE COVERING LETTER SETTING OUT THE SETTLEMENT OFFER, TOGETHER WITH ACCOMPANYING DOCUMENTATION TO POPULARIS AT THE FOLLOWING ADDRESS:

**Anne Hock
Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

**NOTIFICATION TO RETAINED DUTY SYSTEM EMPLOYEES OF POTENTIAL
SETTLEMENT ENTITLEMENT**

This notification only applies to individuals who:

1. are employed by a Fire Authority as at 30 June 2010; and
2. were employed under a retained duty system during any part of the period from 1 July 2000 to 30 June 2010 (the "Reference Period"); and
3. who have not presented a claim to an Employment Tribunal under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (the "Part-Time Workers Regulations").

I was employed on a retained duty system during the whole or part of the Reference Period, and was still in employment with a Fire Authority as at 30 June 2010. I therefore request payment of my entitlement under the Part-Time Workers Regulations.

I understand that I will be sent an offer of compensation according to the process negotiated between the Fire Brigades Union and the employers nationally.

Name:

Address:

Payroll no.:

.....
Signed

.....
Dated

**Non-union current employees (in post on 30 June 2010)
or ex-employee claimants**

**LETTER 1
[insert date] 2011**

Dear

**Retained Duty System - staff employed on 30 June 2010: Offer of
Settlement Terms**

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF
THE DATE OF THIS LETTER**

This letter:

- (i) explains the payments that will be made to you in full
settlement of the terms and conditions part of your claims
or potential claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as you have a claim or potential claim under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR").

As you may know, the Fire Brigades Union was successful in its legal challenge in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the PTWR and this letter sets out the terms which we are now prepared to offer you in full and final settlement of any claim you have under the PTWR which relates to terms and conditions. This letter contains details of a settlement payment to which you are entitled. This does not include pension issues which are being handled separately.

These terms arise from negotiations between the employers nationally and the FBU. The terms have also been approved by the National Joint Council for Local Authority Fire and Rescue Services and will form part of an NJC National Collective Agreement. They have already been recommended to the twelve test case Claimants before the Employment Tribunal from Kent and Medway Towns Fire and Rescue Service and the Royal Berkshire Fire and Rescue Service.

The terms now offered represent excellent news for you and the National Employers and the FBU believe they represent the best way of bringing certainty and a beneficial overall outcome for retained duty system employees.

In order to obtain the payment referred to below, the only action that you need to take is to complete and return the acceptance slip attached to this letter to Popularis.

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of **any claims you may have** which relate to your terms and conditions of employment (i.e. sick pay etc.). It does not settle **any claims you may have** which **relate** to pensions.

1.2 Terms and Conditions Offer

There is an offer of compensation, inclusive of all matters except pensions, which takes into account rank/role, length of service and percentage of cover provided.

The compensation paid to you will be based on the substantive role you held on 30 June 2010 (or if you are no longer serving, the substantive rank/role you held on the date of leaving service).

The amounts listed below are the starting amounts which will be applied pro-rata to your aggregated length of service based on total complete weeks from the date the relevant law came into force (1 July 2000) until 30 June 2010.

In addition, if you performed less than full cover as at 30 June 2010 (or the date you left service, if earlier), the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts are:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

In any case, the minimum total amount payable to you shall be not less than £150.

The Compensation Payment will be made without deduction of tax or national insurance contributions and is not pensionable.

1.3 Some Examples

Firefighter A has been employed for the whole reference period as a Firefighter providing 100% cover. Firefighter A receives **£750**.

Firefighter B has also been employed for the whole reference period as a Firefighter providing 50% cover. Firefighter B therefore receives 75% of £750 - **£562.50**.

Firefighter C was a Leading Firefighter who brought a claim but left service on 1 July 2005, and who provided 100% cover. Firefighter C was employed for half of the reference period and so receives 50% of £778 - **£389**.

The figure offered to you, and the way in which it has been calculated, is set out in the attached form.

2. Acceptance of the offer

In order to obtain the payment referred to in the attached form, all that you need to do is complete the attached acceptance form and return it to the return address shown on it within 14 days of the date shown on this letter.

Acceptance of that payment would:

- (i) be in full and final settlement of any claim which you may have which relates to terms and conditions (but not pensions) under the PTWR;
- (ii) be in full and final settlement of any claim that you may have arising out of the NJC terms and conditions of employment up until 30 June 2010;
- (iii) for eligible employees of Fire Authorities ("FRAs") who operate a salary scheme in place of the Grey Book provisions for retained duty system employees, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority of your acceptance of the terms set out in this letter.

Following the discussions with the FBU we strongly encourage you to accept these terms unless there are "Non-Standard Circumstances and Previous Employment" which are :

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) within the period from 1 July 2000 to 30 June 2010 of nine months or more; and/or
- (ii) you are able to show to your employer that the way in which the Compensation Payment has been applied to you, using the figures set out in Appendix 1 to this letter, is incorrect; and/or
- (iii) where you have moved from one FRA to another during the period 1 July 2000 to 30 June 2010 ("the Reference Period") in which case that previous service under a retained duty system will be recognised to calculate your compensation. It will be your current employing FRA who will make the payments though. It will be necessary for you to provide

evidence of your previous employment with a different FRA during the Reference Period. Without this proof, no additional payment can be made. (If you have brought any claim under the PTWR against an FRA which previously employed you on a retained duty system, you will be accepting the payment from your current employing FRA in full and final settlement of any terms and conditions claims you have against your previous employer FRA and you will be required to withdraw those claims).

Further details can be found in the attached "Non-Standard and Previous Employment Circumstances document". If you believe the information used to apply the Compensation Payment is incorrect, you should first seek to agree the information/seek clarification from us as to the correct figures before using the Non-Standard and Previous Employment Circumstances process.

Following the discussions with the FBU we strongly encourage you to accept these terms unless you believe that any of the defined "Non-Standard and Previous Employment Circumstances" apply. In such case you should consult the attached "Non-Standard Circumstances and Previous Employment" document. It is important to appreciate that if you choose not to accept the offer, you will not receive the settlement payment referred to in this letter.

3. Time for response

In order for you to receive the Compensation Payment within a period of approximately three months from the date of this letter, **you should complete and return the acceptance form within 14 days of the date of this letter.** This is a strict deadline.

If you do not reply to this letter setting out the settlement offer, within 14 days from the date shown on it, we will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, you will not be paid anything for your claim under the terms mentioned.

If you claim you have previous service with another FRA during the Reference Period that has not already been properly taken into account in the offer you must supply evidence of this within 14 days of the date of this letter, otherwise the calculation will be based on your current employment.

I very much hope that you will choose to accept this offer. I urge you to communicate your acceptance, save where the defined Non-Standard Circumstances and Previous Employment apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

[insert name]
[insert Fire Authority]

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Substantive Rank/Role: 30 June 2010
(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

[if applicable] Date employment with employing fire authority terminated:

Length of service (years and weeks):

Level of cover provided at 30 June 2010, or if not employed on that date, level of cover provided on the date service terminated:

Length of Service on a retained duty system with another FRA within the reference period – 1 July 2000 to 30 June 2010 (YY/WW):

Amount of Compensation Payment:

IF YOU BELIEVE THAT NON-STANDARD CIRCUMSTANCES APPLY TO YOUR CLAIM, PLEASE REFER TO THE ACCOMPANYING NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM AND GUIDANCE.

INSERT 2
ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims

1. I, _____, of _____ FRA, confirm that I have read and understood the content of the letter from **[insert name and fire authority]**, to me dated **[insert date]** attaching a form setting out how my Compensation Payment has been calculated.
2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) any claim I have under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR") in respect of the period 1 July 2000 to 30 June 2010, but not that part which relates to pensions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);
 - (ii) any claim that I may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.
3. I also confirm that I withdraw any claim I have under the PTWR, in respect of the period 1 July 2000 to 30 June 2010, that relates to terms and conditions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system), but not that part which relates to a pensions claim and, on withdrawal, that

part of my claim which relates to terms and conditions should be dismissed.

Signed.....Dated.....

[NAME]

.....

Employing Fire and Rescue Service as at 30 June 2010

.....

Employee Number

Return to:

**Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

NON-UNION CONCURRENT EMPLOYEES
LETTER 1a
[insert date] 2011

Dear

**Personnel employed by more than one FRA on a Retained Duty System
as at 30 June 2010: Offer of Settlement Terms**

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF
THE DATE OF THIS LETTER**

This letter:

- (i) explains the payments that will be made to you in full
settlement of the terms and conditions part of your claims
or potential claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as you have a potential claim under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR").

As you may know, the Fire Brigades Union was successful in its legal challenge in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the PTWR and this letter sets out the terms which we are now prepared to offer you in full and final settlement of any claim you have under the PTWR which relates to terms and conditions. This letter contains details of a settlement payment to which you are entitled. This does not include pension issues which are being handled separately.

Those terms arise from negotiations between the employers nationally and the FBU. The terms have also been approved by the National Joint Council for Local Authority Fire and Rescue Services. The terms will form part of an NJC National Collective Agreement. They have already been recommended to the twelve test case Claimants before the Employment Tribunal from Kent and Medway Towns Fire and Rescue Service and the Royal Berkshire Fire and Rescue Service.

The terms now offered represent excellent news for you and the national employers and the FBU believe that they represent the best way of bringing certainty and a beneficial overall outcome for retained duty system employees.

In order to obtain the payment referred to below, the only action that you need to take is to complete and return the acceptance slip attached to this letter to Popularis .

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of any claims you may have which relate to your terms and conditions of employment (i.e. sick pay etc.). It does not settle any claims you may have which relate to pensions.

1.2 Terms and Conditions Offer

There is an offer of compensation, inclusive of all matters except pensions, which takes into account rank/role, length of service and percentage of cover provided.

The compensation paid to you will be based on the substantive role you held in each FRA on 30 June 2010 (or if you are no longer serving, the substantive rank/role you held **on** the date of leaving service).

The amounts listed below are the starting amounts which will be applied pro-rata to your aggregated length of service based on total complete weeks from the date the relevant law came into force (1 July 2000) until 30 June 2010.

In addition, if you performed less than full cover as at 30 June 2010 (or the date you left service, if earlier), the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts in respect of each contract are:

Firefighter	£750
Leading Firefighter/Crew Manager	£778
Sub-officer and Station Officer/Watch Managers	£806

In any case, the minimum total amount payable to you shall be not less than £150.

The Compensation Payment will be made without deduction of tax or national insurance contributions.

You will receive a separate Compensation Payment from each employer FRA in respect of these separate contracts.

1.3 Some Examples

Firefighter A has been employed for the whole reference period as a Firefighter providing 100% cover. Firefighter A receives **£750**.

Firefighter B has also been employed for the whole reference period as a Firefighter providing 50% cover. Firefighter B therefore receives 75% of £750 - **£562.50**.

Firefighter C was a Leading Firefighter who brought a claim but left service on 1 July 2005, and who provided 100% cover. Firefighter C was employed for half of the reference period and so receives 50% of £778 - **£389**.

The figure offered to you, and the way in which it has been calculated, is set out in the attached form.

2. Acceptance of the offer

In order to obtain the payment referred to in the attached form, all that you need to do is complete the attached acceptance form and return it to the return address shown on it within 14 days of the date shown on this letter.

Please note carefully that as you are currently employed on a retained duty system by two or more FRAs, you will need to send a separate acceptance form in respect of each of these separate contracts.

Acceptance of that payment would:

- (i) be in full and final settlement of any claim which you may have which relates to terms and conditions (but not pensions) under the PTWR;
- (ii) be in full and final settlement of any claim that you may have arising out of the NJC terms and conditions of employment up until 30 June 2010;
- (iii) for eligible employees of Fire Authorities ("FRAs") who operate a salary scheme in place of the Grey Book provisions for retained firefighters, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority of your acceptance of the terms set out in this letter.

Following the discussions with the FBU we strongly encourage you to accept these terms unless there are "Non-Standard and Previous Employment Circumstances" which are:

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to paragraph 11 of the 6th edition of the Grey Book) within the period from 1 July 2000 to 30 June 2010 of nine months or more; and/or
- (ii) you are able to show to your employer that the way in which the Compensation Payment has been applied to you, using

the figures set out in Appendix 1 to this letter, is incorrect; and/or

- (iii) where you have moved from one FRA to another during the period 1 July 2000 to 30 June 2010 (“the Reference Period”) in which case that previous service under a retained duty system will be recognised to calculate your compensation. It will be your current employing FRA with whom you have the longest period of service who will make the payments though. It will be necessary for you to provide evidence of your previous employment with a different FRA during the Reference Period. Without this proof, no additional payment can be made. (If you have brought any claim under the PTWR against an FRA which previously employed you on a retained duty system, you will be accepting the payment from your current employing FRA in full and final settlement of any terms and conditions claims you have against your previous employer FRA and you will be required to withdraw those claims).

Further details can be found in the attached “Non-Standard and Previous Employment Circumstances” document. If you believe the information used to apply the Compensation Payment is incorrect, you should first seek to agree the information/seek clarification from us as to the correct figures before using the Non-Standard and Previous Employment Circumstances process.

Following the discussions with the FBU we strongly encourage you to accept these terms unless you believe that any of the defined “Non-Standard and Previous Employment Circumstances” apply. In such case you should consult the attached “Non-Standard Circumstances and Previous Employment” document. It is important to appreciate that if you choose not to accept the offer, you will not receive the settlement payment referred to in this letter.

3. Time for response

In order for you to receive the Compensation Payment within a period of approximately three months from the date of this letter, **you should complete and return the acceptance form within 14 days of the date of this letter.** This is a strict deadline.

If you do not reply to this letter setting out the settlement offer, within 14 days from the date shown on it, we will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, you will not be paid anything for your claim under the terms mentioned.

If you claim you have previous service with another FRA during the Reference Period that has not already properly been taken in to account in the offer from the FRA with whom you have the longest service, you must supply evidence

of this within 14 days of the date of this letter, otherwise the calculation will be based on your current employment.

I very much hope that you will choose to accept this offer. I urge you to communicate your acceptance, save where the defined Non-Standard Circumstances and Previous Employment apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

[insert name]

[insert Fire Authority]

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Substantive Rank/Role: 30 June 2010
(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

[if applicable] Date employment with employing fire authority terminated:

Length of service (years and weeks):

Level of cover provided at 30 June 2010, or if not employed on that date, level of cover provided on the date service terminated:

Length of Service on a retained duty system with another FRA within the reference period – 1 July 2000 to 30 June 2011 (YY/WW):

Amount of Compensation Payment:

IF YOU BELIEVE THAT NON-STANDARD CIRCUMSTANCES APPLY TO YOUR CLAIM, PLEASE REFER TO THE ACCOMPANYING NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM AND GUIDANCE.

INSERT 2
ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims

1. I, _____, of _____ FRA, confirm that I have read and understood the content of the letter from **[insert name and fire authority]**, to me dated **[insert date]** attaching a form setting out how my Compensation Payment has been calculated.
2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) any claim I have under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR") in respect of the period 1 July 2000 to 30 June 2010, but not that part which relates to pensions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);
 - (ii) any claim that I may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.
3. I also confirm that I withdraw any claim I have under the PTWR, in respect of the period 1 July 2000 to 30 June 2010, that relates to terms and conditions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system) but not that part which relates to a pensions claim and on withdrawal, that

part of my claim which relates to terms and conditions should be dismissed.

Signed.....Dated.....

[NAME]

.....

Employing Fire and Rescue Service as at 30 June 2010

.....

Employee Number

Return to:

**Popularis Ltd
6 De Montfort Mews
Leicester
LE1 7EU**

**NON-UNION
LETTER 2**

Dear

Retained Duty System Claimants: Settlement Terms

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 21 DAYS OF
THE DATE OF THIS LETTER**

In response to our letter setting out the proposed terms of settlement, you have replied stating that you believe that "Non-Standard Circumstances and Previous Employment" apply to your case and that you do not therefore agree to the withdrawal of your claim at the Employment Tribunal on the terms offered.

In my original letter, I described to you the only categories of circumstances which were capable of amounting to "Non-Standard Circumstances and Previous Employment" for the purpose of the settlement process.

We have now considered whether the information, and any supporting documentation that you have provided, satisfies the definition of "Non-Standard Circumstances and Previous Employment". I have to inform you that the information provided does not satisfy the definition of "Non-Standard Circumstances and Previous Employment" for the following reason(s):

☐

The information that you have provided does not show a continuous period of sickness absence in the period from 1 July 2000 to 30 June 2010 (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) of nine months or more;

☐

The supporting documentation that you provided as evidence for your period of sickness leave in the relevant period does not satisfy the requirements explained in my previous letter;

☐

Having considered the Breakdown Information provided to you describing how your offer of compensation has been applied, we are unable to conclude that there is any error.

☐

Having considered the information you supplied in relation to your previous employment, we are unable to conclude that you are entitled to count that previous service for the purpose of your Compensation Payment.

I must therefore inform you that we do not consider that “Non-Standard Circumstances and Previous Employment” apply to your case.

In those circumstances, we recommend that you accept the terms of settlement already offered.

To accept the terms of settlement already offered, and receive the Compensation Payment already notified, **all that you need to do is complete the acceptance form attached to this letter and return it to Popularis within 21 days of the date of this letter.** This is a strict deadline.

You are, of course, perfectly entitled to reject the offer of settlement made to you. However, that offer of settlement is the product of detailed negotiations and the national employers and the FBU believe that the terms offered reflect the best possible outcome for all RDS employees. Accordingly if Popularis do not receive your completed acceptance form within 21 days of the date of this letter you will not be paid anything for your claim under the terms mentioned.

Yours sincerely,

[insert name]
[insert Fire Authority]

**NON-UNION (IF NO RESPONSE TO LETTER 1)
LETTER 3**

Dear

**Retained Duty System Employment Tribunal Claimants: Settlement
Terms**

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 14 DAYS OF
THE DATE OF THIS LETTER**

I wrote to you recently setting out the terms offered, including a Compensation Payment (for all matters relating to the Grey Book terms and/or our salary scheme, but not in relation to pensions), for the full settlement of any claim you may have in relation to the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 which relates to terms and conditions (but not pensions, which will be dealt with separately). A copy of that letter is attached for ease of reference.

In that letter I explained that, in order to receive the Compensation Payment, you needed to complete and return the acceptance form to Popularis within 14 days of the date of that letter. Alternatively, if you believed that “Non-Standard Circumstances or Previous Employment”, as defined in that letter, applied to your case, you needed to complete and return the Non-Standard Circumstances and Previous Employment form, together with the accompanying documentation described, within that 14 day period.

Popularis have informed me that they have not received your completed acceptance form and that they have also not received a completed “Non-Standard Circumstances and Previous Employment” form.

I must emphasise that if you do not complete and return the acceptance form to Popularis, then you will not receive the Compensation Payment which has been offered.

If Popularis do not receive your completed acceptance form, or a completed “Non-Standard Circumstances and Previous Employment” form, within the period of 14 days from the date of this letter, we will write to you again to inform you that we will be taking no further steps in relation to the terms and conditions part of your claim and your claim for compensation will not be processed by us.

Yours sincerely,

**[insert name]
[insert Fire Authority]**

**NON-UNION (IF NO RESPONSE TO LETTER 3)
LETTER 4**

Dear

Retained Duty System: Settlement Terms

I wrote to you recently to inform you of the terms offered, including a Compensation Payment (for all matters relating to the Grey Book terms and/or our salary scheme), for full settlement of any claim in relation to the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations. In my letter, I said that you should reply to Popularis within a period of 14 days, either accepting the terms offered or enclosing a completed "Non-Standard Circumstances and Previous Employment" form showing why Non-Standard Circumstances or Previous Employment apply.

I have been informed by Popularis that they have not received from you a completed acceptance form or a completed "Non-Standard Circumstances and Previous Employment" form confirming that Non-Standard Circumstances or Previous Employment apply in a form which has been accepted by the union.

In those circumstances, I regret to inform you that we will be taking no further action in relation to these matters and your claim for compensation will not be processed by us.

Yours sincerely,

[insert name]

[insert Fire Authority]

**NON-UNION (WHEN PREVIOUS SERVICE NOT INDICATED IN ORIGINAL
CALCULATION AS UNKNOWN TO CURRENT/MOST RECENT FRA
LETTER 5**

[Sent by Popularis]

Dear

Retained Duty System: Settlement Terms

As you may know Popularis have been appointed as an independent third party to process the settlements regarding your claim under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000.

You are currently employed by **[insert name]** Fire Authority and I have received the necessary information from them regarding your claim. However, I have also received information from a different FRA, **[insert name]** Fire Authority, which has also sent us information relating to you.

Previous employment under a retained duty system between the period 1 July 2000 to 30 June 2010 should be taken into account where known to the most recent employer when calculating any compensation payment to you. Therefore, you may wish to consider whether it is necessary to use the "Non-Standard Circumstances and Previous Employment" procedure in your particular case.

Should you have any queries relating to this matter they should be raised with your employer, not Popularis. In the rare case of current employees who are concurrently employed by one or more FRA, queries should be directed to the current employing FRA with which you have the longest period of service.

Yours faithfully

Popularis Ltd.

NON-UNION CLAIMANT (DECEASED)

LETTER 6 [ENCLOSE A COPY OF NON-UNION LETTER 1]

Dear

Retained Duty System Employment Tribunal Claims

I am writing to you in relation to a settlement payment to which your late (husband's/wife's) estate is entitled in respect of his/her employment on a retained duty system.

The settlement relates to a long-running claim pursued by the Fire Brigades Union under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000.

I enclose a copy of the letter which has been sent to all eligible claimants, which sets out the offer of settlement to which your late husband/wife would have been entitled and to which his/her estate is now entitled .

If you are one of the personal representatives of your late husband's/wife's estate, and you wish to accept the settlement payment on behalf of the estate in that capacity, please would you complete and return the acceptance form found at the back of the enclosed offer letter . Please remember to enclose, with the acceptance form, a copy of the grant of probate naming you as a personal representative in respect of the estate.

I would be grateful if you would note the deadlines for responding which are set out in the enclosed letter e.g. you should complete and return the acceptance form within **14 days** of the date of this letter.

If you are not one of the personal representatives of the estate, please would you pass this letter and the accompanying offer letter to one of the personal representatives of the estate. .

Yours sincerely,

Name
Fire Authority

NON-UNION

“Non-Standard Circumstances and Previous Employment” Document

“Non-Standard Circumstances and Previous Employment”: Introduction

Following the discussions with the FBU we strongly encourage you to accept these terms unless there are “Non-Standard and Previous Employment Circumstances” which are:

- (i) where an individual has had a continuous period of sickness absence within the period from 1 July 2000 to 30 June 2010 of nine months or more (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book); and/or
- (ii) where the individual is able to show that the way in which the Compensation Payment has been applied, using the starting point figures set out above is incorrect; and/or
- (iii) where an individual has been employed by more than one Fire Authority under a retained duty system during the period 1 July 2000 to 30 June 2010 and the individual is able to provide documentary proof of their previous service within that period by another Fire and Rescue Authority.

1. Non-Standard Circumstance: continuous sickness absence exceeding 9 months

If an individual claims to have a period of continuous sickness absence of nine months during the period from 1 July 2000 to 30 June 2010 (“the Reference Period”) (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book), then she or he will need to provide to her/his employing authority appropriate supporting documentation confirming the continuous period of sickness absence in the form either of a report (or reports) from a medical practitioner, medical records evidencing the same or Doctor’s Statements under the Statutory Sick Pay (Medical Evidence) Regulations 1985 covering the relevant periods. That supporting documentation should be sent to Popularis with the completed “Non-Standard Circumstances and Previous Employment” form attached to this letter. Popularis will then need to share that information with the employing FRA in order to process the claim.

2. Non-Standard Circumstances: incorrect calculation information

If an individual believes the information used to apply the Compensation Payment is incorrect, they should first seek to agree the information/seek clarification from their FRA as to the correct figures before using the Non-

Standard Circumstances process. If agreement or clarification with the FRA cannot be achieved, the individual should complete and return the Non-Standard Circumstances and Previous Employment form.

3. Previous employment with another FRA

If you were employed by another FRA under a retained duty system at any time during the period from 1 July 2000 to 30 June 2010 and you believe that such service has not been taken into account in calculating your Compensation Payment, please also complete the Non-Standard Circumstances and Previous Employment form and provide documentary evidence proving your dates of previous employment, such as a contract of employment.

Non-Standard Circumstances and Previous Employment Procedure

Any individual who claims that Non-Standard Circumstances or Previous Employment apply to them, and who does not therefore wish to accept the payment offered in full and final settlement of their claim, should complete and return the attached "Non-Standard Circumstances and Previous Employment" form, showing clearly why she or he contends that Non-Standard Circumstances apply to their claim.

Where an individual completes and returns an "Non-Standard Circumstances and Previous Employment" form to Popularis, they will not receive the payment referred to on the attached form and the procedure set out below will apply.

From the end of the period of 14 days in which to respond to the letter setting out your offer of full settlement your employing FRA will have a further 21 days in which to determine whether it agrees that Non-Standard Circumstances or Previous Employment, as defined, apply. (If no response is received to the letter setting out the offer of full settlement within the specified 14 day period, a final reminder letter will be sent setting a deadline for response of 14 days. If a completed Non-Standard Circumstances and Previous Employment form is received within that 14 day period, your employing FRA have a further 21 days in which to determine whether it agrees that Non-Standard Circumstances or Previous Employment as defined apply).

If the employing FRA accepts that Non-Standard Circumstances or Previous Employment apply, it will send to the individual a revised offer, copied to Popularis, which will provide for a payment to that individual of the sick pay that would have been received had the revised Grey Book terms been applied to them and/or the corrected Compensation Payment recognising any additional sum in respect of his/her previous employment with a different FRA during the Reference Period.

If the employing FRA disputes that Non-Standard Circumstances or Previous Employment apply, it will notify the individual within 21 days, copied to Popularis.

NON-UNION

RETAINED DUTY SYSTEM EMPLOYMENT TRIBUNAL CLAIMS

NON-STANDARD CIRCUMSTANCES AND PREVIOUS EMPLOYMENT FORM

Full name:

Full address:
.....
.....
.....

Employing Fire Authority:.....

Station at which based:.....

Telephone no. (day).....(evening).....

Mobile no.

Email address:.....

Non-Standard Circumstances

Please tick each box which applies to you and make sure you complete all the details.

I say that "Non-Standard Circumstances" apply to my Employment Tribunal claim because:

1.	☐	In the period from 1 July 2000 to 30 June 2010 ("the Reference Period"), I have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6 th edition of the Grey Book) of nine months or more
----	--------------------------	---

If you say that you have had a continuous period of sick leave of nine months or more in the period from 1 July 2000 to 30 June 2010 (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to Section 5, part B, paragraph 11 of the 6th edition of the Grey Book), please confirm that you have attached to this form the following:

a report, or reports, from a medical practitioner(s) confirming that you were unable to work for a continuous period of sickness of nine months or more due to sickness absence, medical records evidencing the same or copies of Doctors' Statements under the Statutory Sick Pay (Medical Evidence) Regulations 1985 covering the continuous period of nine months or more, and that, in each case, the reports or records show the precise dates of sickness absence (unrelated to an on-duty injury/illness).

Please specify precisely the dates of your period of sick leave:

Start of sick leave	Returned to work

**NOTIFICATION TO NON-UNION RETAINED DUTY SYSTEM EMPLOYEES OF
POTENTIAL SETTLEMENT ENTITLEMENT**

This notification only applies to individuals who:

1. are employed by a Fire Authority as at 30 June 2010; and
2. were employed under a retained duty system during any part of the period from 1 July 2000 to 30 June 2010 (the "Reference Period"); and
3. who have not presented a claim to an Employment Tribunal under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (the "Part-Time Workers Regulations").

I was employed on a retained duty system during the whole or part of the Reference Period, and was still in employment with a Fire Authority as at 30 June 2010. I therefore request payment of my entitlement under the Part-Time Workers Regulations.

I understand that I will be sent an offer of compensation according to the process negotiated between the Fire Brigades Union and the employers nationally.

Name:

Address:

Payroll no.:

.....
Signed

.....
Dated