

Direct Dial
020 7187 7335

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**To: Chief Fire Officers
Chief Executives/Clerks to Fire Authorities
Chairs of Fire Authorities
Directors of Human Resources**

Members of the Employers' Side of the NJC

12 February 2013

CIRCULAR EMP/2/13

Dear Sir/Madam,

PART-TIME WORKERS (PREVENTION OF LESS FAVOURABLE TREATMENT) REGULATIONS – FIRE BRIGADES UNION AGREEMENT (NON-UNION CATEGORY)

Background

1. Circular NJC/1/12 advised authorities that the process of issuing compensation offers to eligible individuals under the above agreement would be handled in a number of stages through an independent third party, *Popularis*.

Current position

2. Offers have now been issued to the majority of eligible individuals (ref. circular EMP/1/13), including in some cases revised offers where discussion between the individual and his/her most recent employing FRA has identified it necessary to do so.
3. *Popularis* is now moving on to the final stage in the process, which is to issue offers to those who:
 - a) are not union members but are nonetheless covered by the terms of the settlement agreement with the FBU;
 - b) are union members but for whatever reason it has not been possible to match them against the membership data provided to *Popularis* by the unions despite several attempts to do so.
4. Dispatch of those settlement offer letters will commence on 13th February 2013. The flowchart attached as **Appendix A** sets out the anticipated timetable for those who fall into 3(a) above.
5. Attached, for information, (**Appendix B**), are copies of the mechanism letters relevant specifically to this group agreed as part of the settlement Agreement with the FBU, which will be used to action the timetable.

6. There are two versions of Letter 1. Letter 1 applies to an individual who is an ET claimant or potential claimant. Letter 1(a) applies to someone in the same circumstances but who is concurrently employed by one or more fire and rescue authority. Letters referring specifically to the Northern Ireland FRA will be forwarded separately.
7. Where an individual is actually a member of either the FBU or RFU but has fallen in to the category at paragraph 3(b) above because it has so far not been possible to match them against union membership data, he/she is asked to provide their union membership number or national insurance number on the acceptance form or Non-Standard Circumstances form, as applicable.

Next steps

8. In the main this final category will be handled in the same way as previous categories. However, there are two changes to the process in order to simplify administration. Both are in respect of employees/ex-employees who wish to be considered under the Non-Standard Circumstances arrangements. Firstly, instead of forwarding information to authorities/RFU/Thompsons(FBU), as appropriate, on an ad-hoc basis as the forms come in, *Popularis* will forward any such documents as a **single** batch by 6th March 2013. Secondly, FRAs are now asked to return decisions for all such individuals (i.e. rejected, restate original offer or accepted, new data provided for revised offer) to *Popularis* as **single data returns** rather than on an ad-hoc, per individual, basis. In the case of those who come under paragraph 3(a) above that date will be by 17th April 2013. In the case of those who fall under paragraph 3(b) that date will be by 15th May 2013. Where a revised offer is required authorities are reminded that it must be provided in the correct format i.e. that used for the original data. It must also include the individual's *Popularis* ID number. This can be found on the update reports previously provided to individual FRAs by *Popularis*.
9. Where an individual is able to confirm union membership on his/her acceptance or Non-Standard Circumstances form their case will follow the 'union' processes that you are now familiar with, other than the changes mentioned in paragraph 8 above. Updated flowcharts indicating the appropriate timescales for FBU and RFU cases are attached (**Appendices C and D respectively**).
10. However, given that the majority of the individuals covered by this category will not be supported by the FBU or RFU the process for those individuals is necessarily different to that which has been used for union members. You are therefore asked to read the steps below carefully.

Note: Underlining highlights where action will be required and by whom.

11. *Acceptance within the initial 14 day period*
 - (i) It is expected that by far the majority of individuals will fall in to the category of straightforward acceptance. But where an individual believes the calculation contained in their offer letter is incorrect they will immediately contact their HR department. HR departments will now be familiar with the process and prepared to respond to queries regarding the calculation of the offer. The employing FRA, or most recent employing FRA, is the appropriate point for

clarification. *Popularis* will simply have used the information provided by the FRA.

- (ii) The individual has 14 days within which to return their signed acceptance form to *Popularis* or alternatively decide to complete a Non-Standard Circumstances form and return it together with supporting evidence to *Popularis*. The circumstances within which an individual will use the Non-Standard Circumstances form are outlined in the Agreements.
- (iii) Where acceptance has been received by *Popularis* within 14 days *Popularis* will advise the respective fire authority (FRA). In order to manage the administration process most efficiently this will be done on a weekly batch basis and conclude within 21 days from the original 14 day deadline.
- (iv) The FRA will then arrange for payments to be made to individuals as soon as possible but by no later than three months of confirmation of his/her acceptance.

12. *Non-Standard Circumstances form returned to Popularis*

- (i) Where an individual believes it appropriate to do so he/she may instead return a Non-Standard Circumstances form, together with supporting evidence, to *Popularis* within 14 days of the offer letter.
- (ii) *Popularis* will forward the information directly to the respective FRA. This will be provided in a single batch by 6th March 2013. The FRA will consider whether or not, in its view, there is sufficient evidence for amendment of the original offer.
- (iii) Decisions in respect of all cases must be provided to *Popularis* as a single return by 17th April 2013. Thereafter, depending upon the FRAs decision, the following will apply.
- (iv) Where the FRA concludes there is **insufficient evidence** *Popularis* will restate the original offer to the individual by 24th April 2013.
- (v) The individual then has a period of 21 days (up to 15th May 2013) within which to decide whether or not to accept the original offer.
- (vi) Where acceptance has been received by *Popularis* within that 21 day period, it will advise the FRA (by 5th June 2013)
- (vii) The FRA will then arrange for payment to be made to an individual as soon as possible but by no later than 5th September 2013
- (viii) Where the individual has decided within that 21 day period not to accept the original offer then he/she may continue to pursue his/her Employment Tribunal claim, should one have been registered.
- (ix) **Alternatively**, where the FRA concludes that, in its view, there is **sufficient evidence** (as set out in the Agreement) for amendment of the original offer *Popularis* will be asked to issue a revised offer. This will be done by 24th April 2013.

- (ix) The individual then has a period of 14 days (up to 8th May) within which to decide whether or not to accept the original offer.
- (x) Where acceptance has been received by Popularis within that 14 day period, it will advise the FRA (by 29th May 2013)
- (xi) The FRA will then arrange for payment to be made to an individual as soon as possible but by no later than 28th August 2013
- (vii) Where the individual has decided within that 14 day period not to accept the original offer then he/she may continue to pursue his/her Employment Tribunal claim, should one have been registered.

13. *No response within 14 days to the original offer letter*

- (i) Where a response has not been received to the original offer letter by 27th February 2013, Popularis will issue a reminder letter to the individual by 6th March 2013.
- (ii) The individual then has 14 days (up to 20th March 2013) within which to return their signed acceptance form to Popularis or *alternatively* decide to complete and return a Non-Standard Circumstances form together with supporting evidence to Popularis.
- (iii) Where acceptance has been received by Popularis within 14 days, Popularis will advise the FRA. This will be done on a weekly batch basis and conclude within 21 days from the 14 day deadline (10th April 2013).
- (iv) The FRA will then arrange for payment to be made to the individual as soon as possible but by no later than 9th July 2013.

14. *No response to the original offer letter or subsequent reminder*

In such rare cases, and where an individual is actually represented, Thompsons (FBU)/ RFU will write again to the ET claimant advising the individual that regrettably it is no longer able to represent him/her in respect of the terms and conditions aspect of his/her claim and that the union's solicitors will write to Employment Tribunal informing it of this development.

15. *Employment Tribunal claims – dismissal and withdrawal*

As stated in paragraph 7 above, where an individual is able to confirm their union membership on his/her acceptance form their case will follow the usual 'union' processes. Withdrawal and dismissal of cases will therefore be handled in that way.

Popularis will provide FRAs with copies of acceptance forms at the end of this settlement process. Therefore in the unusual circumstance of an individual who is not a union member having pursued an Employment Tribunal claim the FRA will be able to provide the Tribunal with a copy of the individual's form, which provides authority for withdrawal and dismissal of the claim.

16. **Conclusion**

It is extremely important that the timescales are adhered to in order that all parties will be able to clearly identify the end of this matter.

Yours faithfully,

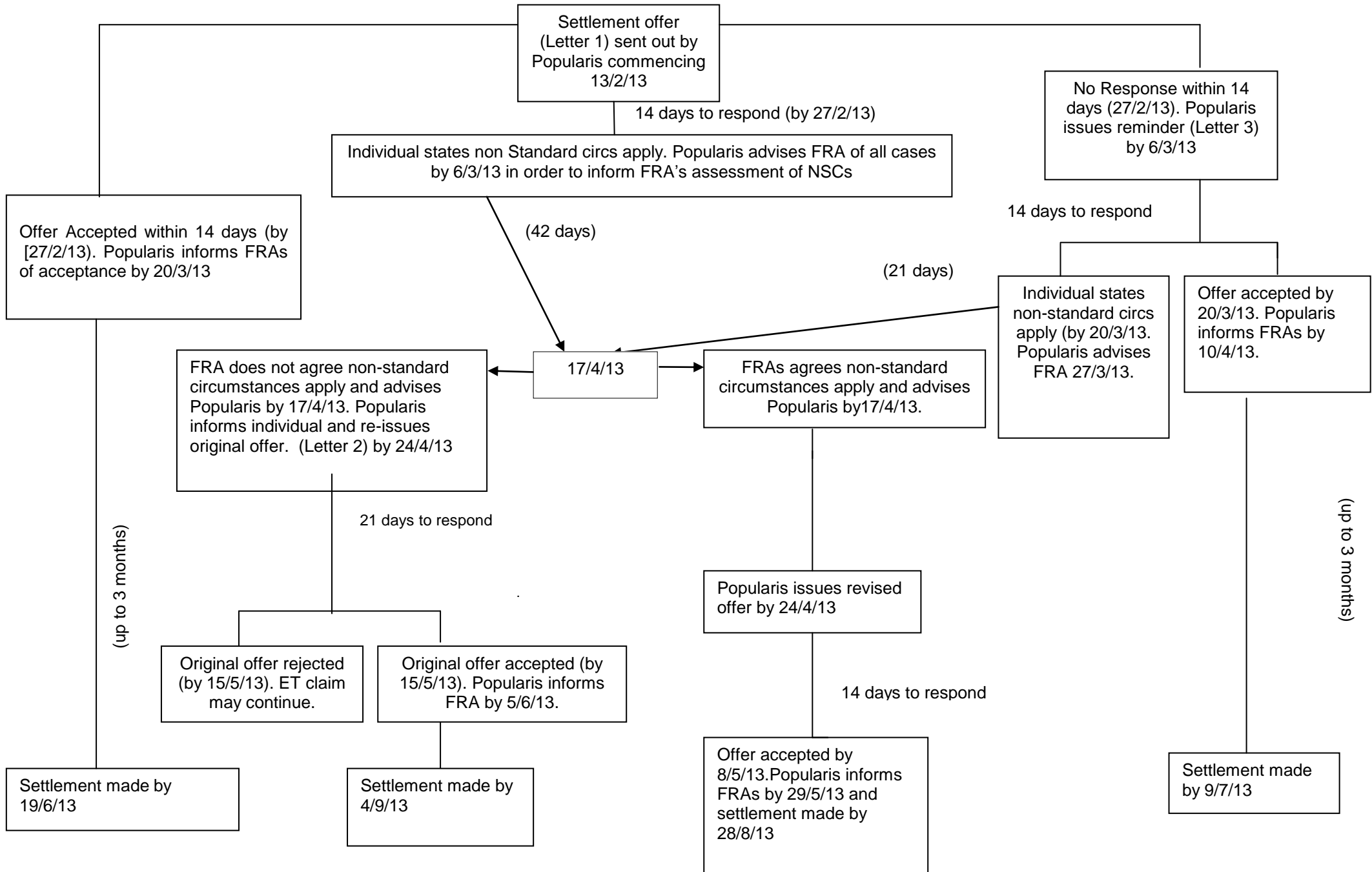
A handwritten signature in black ink, appearing to read 'G. Gittins', with a long horizontal flourish underneath.

Gill Gittins

Principal Negotiating Officer

NON UNION MEMBERS

APPENDIX A



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

LETTER 1
[insert date] 2012

Fire Authority Name/Address

Dear

Retained Duty System: 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 claim, or in the case of current employees who were in post on 30 June 2010, 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. As requested by the Employment Tribunal negotiated settlements have been reached with both the FBU and the RFU who had both supported a number of claims on behalf of their members. The agreement with the FBU also encompasses employees who are not members of the RFU. As a result, regardless of whether you are a member of the FBU, RFU or neither union you are entitled to compensation by virtue of being a retained duty system employee included within those agreements. 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/RFU. 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. The FBU and RFU 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 have or 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 of 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 the 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 rata 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 have or 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 have or 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 claim that you have or may have in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to your acceptance of the terms set out in this letter.

* NOTE:

- There were a very large number of claims submitted to the Employment Tribunals. If you brought such a claim, this letter settles that claim, and by signing the acceptance form you agree to such claim being withdrawn.
- If you know you did bring a claim in the Employment Tribunal, please indicate that on the acceptance form. Further if you know the claim number, please also insert this information on the acceptance form where indicated.
- If you did not bring a claim in the Employment Tribunal, or cannot remember if you did or not, your entitlement to a payment is unaffected.

Following the discussions with the FBU and RFU 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 Insert 1 with 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 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 us as to the correct figures before using the Non-Standard Circumstances and Previous Employment process. 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 or sickness absence 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 circumstances as we understand them.

As stated above, it may be that you are a member of either the FBU or RFU, but are receiving this letter even though it is intended for non-union members. The reason for this is that it has not been possible to match an offer of settlement from your employing FRA(s) to your union membership. Therefore, if you are a member of either the FBU or RFU, please would you provide details of your membership where shown on the acceptance form.

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 or may 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 have or may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I have or 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 or may 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.

4. I am/am not a member of the FBU/RFU. My union membership details are as follows:

Name:

Union (FBU or RFU):

Membership Number:

(if unknown, please enter national insurance number)

5. **(Delete this paragraph entirely if you, or if appropriate your representative body on your behalf, did not submit an Employment Tribunal claim)** I did submit a claim to the Employment Tribunal. EITHER (delete as appropriate) I do not know which Employment Tribunal it was submitted to or the case number. OR My claim was submitted to the Employment Tribunal in [insert region, e.g. Manchester/Nottingham etc.] on [date] with case number []. I agree that part of the claim which relates to terms and conditions (but not pensions) should be dismissed in accordance with paragraph 3 of this letter.

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] 2012

Fire Authority Name/Address

Dear

Personnel employed by more than one FRA on a Retained Duty System: 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 claim or in the case of current employees who were in post on 30 June 2010, if you have not made a claim, your 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. As requested by the Employment Tribunal negotiated settlements have been reached with both the FBU and the RFU who had both supported a number of claims on behalf of their members. The agreement with the FBU also encompasses employees who are not members of the RFU. As a result, regardless of whether you are a member of the FBU, RFU or neither union you are entitled to compensation by virtue of being a retained duty system employee included within those agreements. 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/RFU. 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. The FBU and RFU 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 have or 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 of 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 the 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 rata 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 and is not pensionable.

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 have or 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 have or 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 claim that you have or may have in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to your acceptance of the terms set out in this letter.

*** NOTE:**

- There were a very large number of claims submitted to the Employment Tribunals. If you brought such a claim, this letter settles that claim, and by signing the acceptance you agree to such claim being withdrawn.
- If you know you did bring a claim in the Employment Tribunal, please indicate that on the acceptance form. Further if you know the claim number, please also insert this information on the acceptance form where indicated.
- If you did not bring a claim in the Employment Tribunal, or cannot remember if you did or not, your entitlement to a payment is unaffected.

Following the discussions with the FBU and RFU 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 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 employers that the way in which the Compensation Payment has been applied to you, using the figures set out in Insert 1 with 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 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 us as to the correct figures before using the Non-Standard Circumstances and Previous Employment process. 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 or sickness absence 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 circumstances as we understand them.

As stated above, it may be that you are a member of either the FBU or RFU, but are receiving this letter even though it is intended for non-union members. The reason for this is that it has not been possible to match an offer of settlement from your employing FRA(s) to your union membership. Therefore, if you are a member of either the FBU or RFU, please would you provide details of your membership where shown on the acceptance form.

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 or may 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 have or may have arising out of the NJC terms and conditions of employment up until 30 June 2010; and
 - (iii) any claim that I have or 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 or may 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.
4. I am/am not a member of the FBU/RFU. My union membership details are as follows:

Name:

Union (FBU or RFU):

Membership Number:

(if unknown, please enter national insurance number)
5. **(Delete this paragraph entirely if you, or if appropriate your representative body on**

your behalf, did not submit an Employment Tribunal claim) I did submit a claim to the Employment Tribunal. EITHER (delete as appropriate) I do not know which Employment Tribunal it was submitted to or the case number. OR My claim was submitted to the Employment Tribunal in [insert region, e.g. Manchester/Nottingham etc.] on [date] with case number []. I agree that part of the claim which relates to terms and conditions (but not pensions) should be dismissed in accordance with paragraph 3 of this letter.

6.

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**

Retained Duty System Employment Tribunal Claimants and Potential Claimants: Offer of Settlement Terms

**REMINDER YOU HAVE ONLY
14 DAYS LEFT TO ACCEPT THE OFFER**

Fire Authority Name/Address

XX/XX/2013

Dear Colleague

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 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 that has been negotiated on your behalf.

Yours sincerely,

[insert name]

[insert Fire Authority]

NON-UNION

“Non-Standard Circumstances and Previous Employment” Document**“Non-Standard Circumstances and Previous Employment”: Introduction**

Following the discussions with the FBU and RFU 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 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 your employing FRA 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, your employing FRA has 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 advise Popularis who will send to the individual the revised offer, 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 Popularis who will inform the individual and re-issue the original offer within 21 days.

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:.....

I am/am not a member of the FBU/RFU. If applicable, my union membership details are as follows:

- Union (FBU or RFU):
- Membership Number:
(if unknown, please enter national insurance number)

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.	<input type="checkbox"/>	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
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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

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 7E**

FIRE BRIGADES UNION

APPENDIX C

