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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

29 February 2012

CIRCULAR NJC/1/12

Dear Sir/Madam

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

Background

1. Circular NJC/3/11 advised that a settlement in respect of terms and conditions issues arising from the above Regulations had been formally agreed with the Fire Brigades Union. A copy of the settlement agreement, which included a mechanism to facilitate withdrawal of Employment Tribunal cases supported by the Fire Brigades Union, was included with the circular.
2. 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.
3. In order to be able to issue individual settlement offer letters information had to be provided by authorities to Popularis. As you are aware, the first stage of the process took considerably longer than originally anticipated.

4. Once that stage had been completed Popularis moved on to the next stage of ensuring that offers would be made to all FBU members who were employees on the retained duty system as at 30 June 2010 and ex-employees who were FBU members and had entered an Employment Tribunal claim. That exercise too has had its own difficulties (see paragraph 14 below).

Current position

5. For ease of reference, a copy of the Settlement Agreement with the FBU is attached (**Appendix A**).
6. Dispatch of settlement offer letters will begin on 5 March.
7. The attached flowchart sets out the anticipated timetable thereafter (**Appendix B**).
8. Attached, for information, are copies of all the mechanism letters that have been agreed as part the settlement agreement with the FBU, which will be used to action the timetable (**Appendix C**). There are a number of versions of Letter 1 depending on whether an individual is a claimant or potential claimant or concurrently employed by one or more fire and rescue authority, in either of those circumstances. Letters referring specifically to Northern Ireland will be provided to the fire and rescue authority separately.
9. The FBU has set up a website through which acceptance can also be made by its members as an alternative to the paper route. Regardless of which route an individual chooses the terminology is the same and authorities will be notified of an individual's acceptance by Thompsons. The Employers' legal representatives are content with this approach.

Next steps – settlement offers issued

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

10. *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 should therefore re-familiarise themselves with the attached flowchart and letters and be 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 given Popularis will simply has used the information provided by the FRA.

- (ii) The individual has 14 days within which to return their signed acceptance form to Popularis, accept online, or alternatively decide to complete and return a non-standard circumstances form together with supporting evidence to Popularis. The circumstances within which an individual will use the non-standard circumstances form are outlined in the Agreement.
- (iii) Where acceptance has been received by Popularis within 14 days (which should be by far the majority of cases) Popularis will advise Thompsons. Thompsons will then notify the employing FRA of individual acceptances received either through the paper route or via the website. In order to manage the administration process most efficiently this will be done on a batch basis and conclude within 21 days.
- (iv) The FRA will then arrange for payments to be made to individuals as soon as possible but by no later than 9/7/12.

11. *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. Popularis will forward the information to Thompsons who in turn will advise the FRA (alongside notification of acceptances as set out in paragraph 10(iii) above).
- (ii) Thompsons and the FBU will consider whether or not, in their view, there is sufficient evidence for amendment of the original offer. This will be done by 30/4/12. Within the following 7 days Thompsons will notify the individual and the FRA of that decision. Thereafter, depending upon that decision, paragraphs 11(iii) to 11(vi) or paragraphs 11(viii) to 11(xv) will apply.
- (iii) Where Thompsons and the FBU conclude there is insufficient evidence it will notify the individual by 7/5/12 and restate the original offer.
- (iv) The individual then has a period of 21 days (up to 28/5/12) within which to decide whether or not to accept the original offer.
- (v) Where acceptance has been received by Popularis within that 21 day period, Popularis will advise Thompsons. Thompsons will then notify the employing FRA by 18/6/12 of individual acceptances received either through the paper route or via the website. In order to manage the administration process most efficiently this will be done on a batch basis

- (vi) The FRA will then arrange for payments to be made to individuals as soon as possible but by no later than 18/9/12.
- (vii) 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 claim. .
- (viii) **Alternatively**, where Thompsons and the FBU concludes that, in their view, there is sufficient evidence Thompsons will notify the relevant FRA, providing the individual's supporting evidence, by 7/5/12.
- (ix) The FRA will consider by 28/5/12 whether or not, in its view, there is sufficient evidence for amendment of the original offer.
- (x) Where the FRA agrees that sufficient evidence has been provided Popularis will be asked to issue a revised offer and paragraph 10(iii) above will apply (other than payment to the individual will be made by the FRA as soon as possible but by no later than 3 months following Thompsons notification to the FRA of the individual's acceptance.
- (xi) Where the FRA does not agree that sufficient evidence has been provided it will notify Thompsons by 28/5/12. Thompsons will then take steps to inform the individual by 4/6/12.
- (xii) The individual then has a period of 21 days (up to 25/6/12) within which to decide whether or not to accept the original offer.
- (xiii) Where acceptance has been received by Popularis within that 21 day period, Popularis will advise Thompsons. Thompsons will then notify the employing FRA by 16/7/12 of the individual's acceptance either through the paper route or via the website.
- (xiv) The FRA will then arrange for payment to be made to individual as soon as possible but by no later than 16/10/12.
- (xv) Where the individual has decided within the 21 day period not to accept the original offer then his/her ET claim will continue.

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

- (i) Where a response has not been received to the original offer letter by 19/3/12, Popularis will issue a reminder letter to the individual by 26/3/12.
- (ii) The individual then has 14 days within which to return their signed acceptance form to Popularis, accept online, or alternatively decide to complete and return a non-standard circumstances form together

with supporting evidence to Popularis.

- (v) Where acceptance has been received by Popularis within 14 days, Popularis will advise Thompsons. Thompsons will then notify the employing FRA by 30/4/12 of the individual's acceptance. In order to manage the administration process most efficiently this will be done on a batch basis and conclude within 21 days.
- (vi) The FRA will then arrange for payment to be made to the individual as soon as possible but by no later than 30/7/12.

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

In such rare cases Thompsons/ FBU 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 the Employment Tribunal informing it of this development.

Next steps - delayed settlement offers (unmatched original ET claimants)

- 14. It appears that a number of original ET claimants (supported by the FBU) are not reflected in the data provided by authorities to Popularis. Further discussion with legal representatives has resulted in agreement to temporarily remove those unmatched ET claimants from the current process in order to be able to issue settlement offers to the majority of individuals. The FBU has written to those affected at their last known addresses seeking further information to assist authorities in identification.
- 15. Once Popularis has received the additional information from the FBU it will check to see if an offer has already been made.
- 16. Where it has no further action will be required. Where it has not, Popularis will forward the additional information to the current or most recent employing authority.
- 17. Where an FRA is then able to identify an individual, settlement offer data must be provided to Popularis in the same format as authorities were asked to do for the majority of claimants.
- 18. All offers to previously unmatched individuals under the Agreement with the FBU will then be issued by Popularis on a date to be agreed having first checked again that an offer has not already been made. Those individuals will then re-enter the main process as set out above and a **revised flowchart relating to this group will be issued at that time.**

Yours faithfully

SARAH MESSENGER
MATT WRACK
Joint Secretaries

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

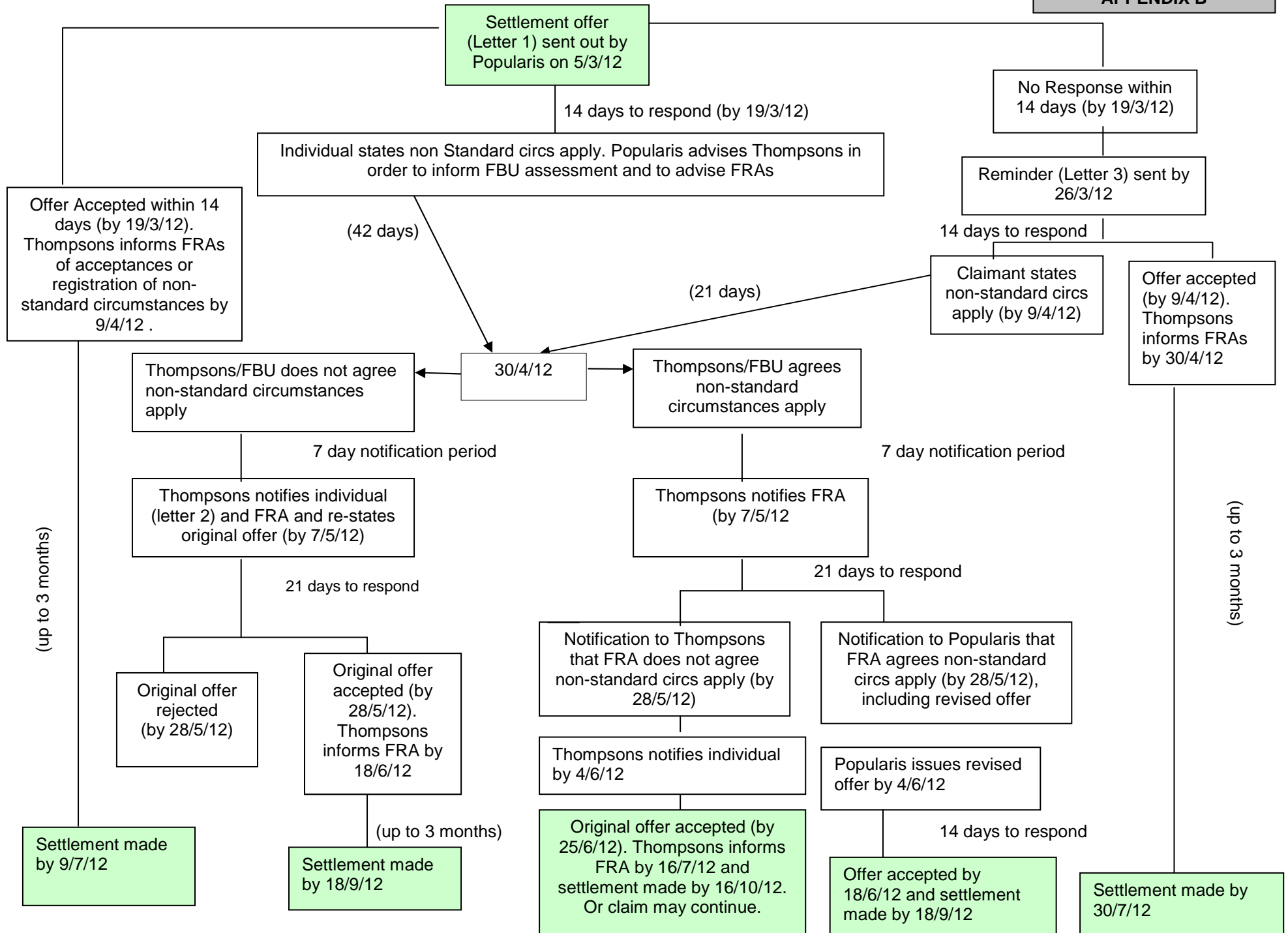
Note: Should a Fire Authority have difficulty in providing all the information on one file because it does not hold all the information in one place, then Popularis is prepared to accept two files subject to the instructions above being applied to each file and responses to all the data fields below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

APPENDIX B



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 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 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

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 employed 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.

Accept now on www.retainedfirefighterclaims.org.uk using your membership number to login.



PLEASE DETACH AND RETURN

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 _____ 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]

Membership No.

Employing Fire and Rescue Service as at 30 June 2010

Please return to Popularis, 6 De Montfort Mews, Leicester LE1 7EU

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 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 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 or the union's solicitors to notify your employing FRA of your Acceptance and withdraw any claim made to an Employment Tribunal on your behalf insofar as it relates to such matters.

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

Form Explaining How Your Compensation Payment has been calculated

Name: [REDACTED]

Rank/Role: 30 June 2010 [REDACTED]

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

Employee Number: [REDACTED]

Employing Fire Authority: [REDACTED]

Date employment with employing fire authority commenced: [REDACTED]

[if applicable] Date employed with employing fire authority terminated: [REDACTED]

Length of service (years and weeks): [REDACTED]

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

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

Amount of Compensation Payment: [REDACTED]

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.

Accept now on www.retainedfirefighterclaims.org.uk using your membership number to login.



PLEASE DETACH AND RETURN

ACCEPTANCE OF OFFER

PTWR Claims brought by the FBU

Dear Sirs

1. I, [REDACTED] of [REDACTED] FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [REDACTED] 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 have or may have which relates to terms and conditions, but not pensions, under the Part-Time 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 authorise the union and/or the union's solicitors to notify my employing FRA of my acceptance and to withdraw any such claim made on my behalf to an Employment Tribunal insofar as it relates to such matters and insofar as it relates to terms and conditions for such claim to be dismissed.
4. I understand this does not relate to the issue of the pensions claim which is still progressing.

Signed [REDACTED]

Dated [REDACTED]

[NAME] [REDACTED]

Membership No. [REDACTED]

Employing Fire and Rescue Service as at 30 June 2010

Please return to Popularis, 6 De Montfort Mews, Leicester LE1 7EU

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 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 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

Form Explaining How Your Compensation Payment has been calculated

Name: [REDACTED]

Rank/Role: 30 June 2010 [REDACTED]

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

Employee Number: [REDACTED]

Employing Fire Authority: [REDACTED]

Date employment with employing fire authority commenced: [REDACTED]

[if applicable] Date employed with employing fire authority terminated: [REDACTED]

Length of service (years and weeks): [REDACTED]

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

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

Amount of Compensation Payment: [REDACTED]

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.

Accept now on www.retainedfirefighterclaims.org.uk using your membership number to login.



PLEASE DETACH AND RETURN

ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims brought by the FBU

1. I, [REDACTED], of [REDACTED] FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [REDACTED] 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 [REDACTED]

Dated [REDACTED]

[NAME] [REDACTED]

Membership No. [REDACTED]

Employing Fire and Rescue Service as at 30 June 2010

Please return to Popularis, 6 De Montfort Mews, Leicester LE1 7EU

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.

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1. The Offer

1.1 Scope of the Offer

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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.

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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

Form Explaining How Your Compensation Payment has been calculated

Name: [REDACTED]

Rank/Role: 30 June 2010 [REDACTED]

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

Employee Number: [REDACTED]

Employing Fire Authority: [REDACTED]

Date employment with employing fire authority commenced: [REDACTED]

[if applicable] Date employed with employing fire authority terminated: [REDACTED]

Length of service (years and weeks): [REDACTED]

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

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

Amount of Compensation Payment: [REDACTED]

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.

Accept now on www.retainedfirefighterclaims.org.uk using your membership number to login.



PLEASE DETACH AND RETURN

ACCEPTANCE OF OFFER



Dear Sirs

PTWR Claims brought by the FBU

1. I, [REDACTED], of [REDACTED] FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [REDACTED] 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 have or may have which relates to terms and conditions, but not pensions, under the Part-Time 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 authorise the union and/or the union's solicitors to notify my employing FRA of my acceptance and to withdraw any such claim made on my behalf to an Employment Tribunal insofar as it relates to such matters, **and insofar as it relates to terms and conditions for such claim to be dismissed.**
4. I understand this does not relate to the issue of the pensions claim which is still progressing.

Signed [REDACTED]

Dated [REDACTED]

[NAME] [REDACTED]

Membership No. [REDACTED]

Employing Fire and Rescue Service as at 30 June 2010

Please return to Popularis, 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

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



XX/XX/2011

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 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**

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



XX/XX/2011

Dear Colleague

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**

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



XX/XX/2011

Dear Colleague

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 sincerely,

**Matt Wrack,
General Secretary**

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



XX/XX/2011

Dear Colleague

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**

IMPORTANT – Only fill in this form if you are not accepting the offer



“Non-Standard Circumstances or 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 28 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 (or 28) 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 to 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.	<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 6th 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 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

2. The Breakdown Information explaining how the Compensation Payment has been applied to me is inaccurate because:

i) The start and/or end dates of my period of service with my employing fire and rescue service are incorrect;

The correct dates are: START _____ END _____

ii) The number of complete years and weeks of service included in the calculation is incorrect;

The correct number of years and weeks is:

iii) The percentage cover used to pro-rate the Compensation Payment is incorrect;

The correct percentage cover is:

If you have indicated that you believe that the Breakdown Information used to apply the Compensation Payment to you is inaccurate, give details of the steps taken to agree the information with the FRA:

iv) I say that my previous employment on a retained duty system with a different FRA during the Reference Period should be considered.

FRA	Start of employment	End of employment

Please also attach documentary evidence proving your dates of employment on a retained duty system with your previous FRA e.g.: Contract of Employment, Statement of Pension Entitlement or pension benefit estimate/statement:

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