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FIRE & RESCUE SERVICES National Employers

**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

15 May 2012

CIRCULAR EMP/06/12

Dear Sir/Madam

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

Background

1. Circular EMP/5/11 advised that a settlement in respect of terms and conditions issues arising from the above Regulations had been formally agreed with the Retained Firefighters Union (RFU). A copy of the settlement agreement, which included a mechanism to facilitate withdrawal of Employment Tribunal cases supported by the RFU, was included with the circular.
2. In common with the agreement reached with the Fire Brigades Union, Popularis was engaged as an independent third party to handle the process of communication between fire and rescue services, the RFU and individuals. This meant FRAs would only have to conduct one data collection exercise to cover both Agreements and overcame difficulties that would otherwise have arisen for both fire and rescue services and the unions in sharing name and address details.
3. As previously advised Popularis commenced issue of offer letters to individuals covered by the Agreement on 14 May 2012 (yesterday).
4. For ease of reference, a copy of the Settlement Agreement with the RFU is attached (**Appendix A**).
5. The attached flowcharts set out the anticipated timetable based on offers issued to eligible individuals under the Agreement with the RFU as at 14 May 2012 (**Appendix B**) and where it is subsequently necessary to issue a reminder letter (**Appendix C**).

6. Attached, for information, are copies of all the mechanism letters that have been agreed as part the settlement agreement with the RFU, which will be used to action the timetable (**Appendix D**). Letters relating specifically to Northern Ireland will be provided to the fire and rescue authority separately.
7. Attached, also for information, is a copy of a recent circular issued by the RFU to its members.

Next steps – settlement offers issued

Notes:

1. Underlining highlights where action will be required and by whom. Dates are based on issue of the offer to individuals on 14 May. Where it is necessary to issue a reminder letter relevant dates can be found in the flowchart attached as Appendix C.
 2. The RFU will be informing FRAs and Employment Tribunals of acceptances and for Claimants withdrawals/dismissals. The RFU are formally acting for Claimants so that is appropriate.
8. *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 contact their HR department. HR departments should therefore re-familiarise themselves with the attached Agreement with the RFU and mechanism letters as well as familiarise themselves with the flowcharts. The employing FRA, or most recent employing FRA, is the appropriate point for clarification given 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 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) the RFU will inform the relevant Employment Tribunal (re claimants) and FRAs (re Claimants and Eligible Employees) on a batch rolling basis to be concluded by 18 June 2012.
 - (iv) In the case of potential claimants the respective FRA will then forward the settlement payment to the individual within 3 months. In the case of claimants the RFU will advise the Employment Tribunal (copied to the individual's employing authority) that the case should be dismissed in so far as the terms and conditions aspect is concerned. Upon receipt of confirmation that this has occurred the respective FRA will forward the settlement payment to the individual within 3 months. In no circumstances will a payment be made without signed acceptance and, in the case of claimants, withdrawal and dismissal of the ET claim.

9. 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 the RFU who in turn will advise the FRA (alongside notification of acceptances as set out in paragraph 8(iii) above).
- (ii) The RFU will consider whether or not, in its view, there is sufficient evidence for amendment of the original offer. This will be done by 2/07/2. Within the following 7 days the RFU will notify the individual and the FRA of that decision. Thereafter, depending upon that decision, paragraphs 9(iii) to 9(vi) or paragraphs 9(viii) to 9(xv) will apply.
- (iii) Where the RFU concludes there is insufficient evidence it will notify the individual by 9/07/12 and restate the original offer.
- (iv) The individual then has a period of 21 days (up to 30/7/12) 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 Howes Percival and the RFU. The RFU will then inform the relevant Employment Tribunal (re Claimants) and FRAs (re Claimants and Eligible Employees) on a batch rolling basis to be concluded by 20/08/12. 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 set out in paragraph 8(iv) above.
- (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 the RFU concludes that, in its view, there is sufficient evidence it will notify the relevant FRA, providing the individual's supporting evidence, by 9/07/12.
- (ix) The FRA will consider by 30/07/12 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 it will ask Popularis to issue a revised offer and paragraphs 8(iii) and 8(iv) above will apply (the relevant dates are set out in the attached flowchart/s).
- (xi) Where the FRA does not agree that sufficient evidence has been provided it will notify the RFU by 30/07/12. The RFU will then take steps to inform the individual by 20/8/12.
- (xii) The individual then has a period of 21 days (up to 10/09/12) 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 Howes Percival and the RFU. The RFU will then inform the relevant Employment Tribunal (re Claimants) and FRAs (re

Claimants and Eligible Employees) by 1/10/12 of the individual's acceptance.

- (xiv) The FRA will then arrange for payment to be made to individuals as soon as possible but by no later than 31/12/12.
- (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 28/05/12, Popularis will issue a reminder letter to the individual by 4/06/12.
- (ii) The process is then the same as above. However, relevant dates are set out in the flowchart attached as Appendix C.

No response to the original offer letter or subsequent reminder

- 13. In such rare cases the 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 the Employment Tribunal informing it of this development.

Unmatched

- 14. In common with the FBU Agreement, there will be some individuals who fall in to the unmatched category. This matter is in hand.

Remaining eligible employees/ex-employees

- 15. It is anticipated that dispatch of offer letters to eligible employees and/or ex-employees (who in the case of the latter are also Employment Tribunal claimants) but who are/were not members of either the FBU or RFU will take place in the next couple of weeks.

Queries

- 16. Authorities are reminded that all queries should be directed to firequeries@local.gov.uk

Yours faithfully



Gill Gittins
Principal Negotiating Officer

APPENDIX A

ALAN TERRY AND MARTIN GOSLING

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 CLAIMANTS AND THE FIRST AND SECOND RESPONDENTS

RECITALS

1. This Agreement is made between the Retained Firefighters Union (“RFU”) on behalf of the Claimants it represents in tribunal proceedings including Alan Terry and Martin Gosling and others, together with all other Eligible RFU Members (as defined below at clause 1) and the Local Government Employers on behalf of the First and Second Respondents and all other Fire Authorities (“FRAs”) in the United Kingdom and the Local Government Employers are duly authorised in that regard.
2. In 2000 and after the RFU brought claims on behalf of fire-fighters employed on the retained duty system relating to their terms and conditions of employment and access to pension entitlements and the parties wish to settle such part of those claims that relates to terms and conditions of employment, but not pensions.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

1. In this Agreement the following words and phrases shall have the following meanings:
 - a. “**Act**” means the Equal Pay Act 1970 (as amended);
 - b. “**Claims**” means the combination of the Terms and Conditions and Pension Claims;
 - c. “**Compensation Payment**” means the sums set out in clause 5 below;
 - d. “**Eligible RFU Members**” means all employees of the Respondents and FRAs who have been employed under a retained duty system (as such term is referred to in the Grey Book) and were members of the RFU during any part of the Reference Period whether or not such employees are claimants for the purposes of the Claims, but excluding any member of the RFU who, as at 30 June 2010,

- was not then currently employed by any FRA and who failed to present a claim under either the Regulations or the Regulations and the Act within three months of the termination of their employment;
- e. **“FRA”** means a United Kingdom Fire Authority;
 - f. **“Grey Book”** means 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);
 - g. **“Non-Standard Circumstances”** means where an individual Eligible RFU Member:
 - 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 Section 5, part B, paragraph 11 of the 6th edition of the Grey Book) which amounts to nine months or more; and/or
 - is able to show that the way in which the Compensation Payment has been applied to the individual is incorrect;
 - h. **“Pension Claims”** means the claims by RFU members alleging that they have been treated less favourably and/or subjected to a detriment as regards access to and/or membership of the Firemen’s Pension Scheme or any claims arising from or connected with such allegation whether such claims arise under the Regulations, the Act, the Pensions Act 1995, the Occupational Pension Schemes (Equal Treatment) Regulations 1995, Article 119/141 or under any other domestic or European legislation;
 - i. **“Previous Employment”** means circumstances where an individual Eligible RFU Member has previous employment with a different FRA within the reference period and this has not been taken into account in the original compensation calculation;
 - j. **“Reference Period”** means the period 1 July 2000 until 30 June 2010 inclusive;
 - k. **“Regulations”** means the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
 - l. **“Salary Pay Scheme”** means a salary pay scheme operated by an FRA for employees employed under a Retained Duty System in place of the Grey Book arrangements;
 - m. **“Settlement Mechanism”** means the series of letters to be sent by the RFU to its retained members set out in Appendix 1 to this Agreement; and
 - n. **“Terms and Conditions Claims”** means the claims by RFU members under the Regulations or under the Regulations and the Act concerning less favourable treatment in comparison to wholetime firefighters with reference to:
 - Sick leave;
 - Increased pay for additional responsibilities;
 - Spoilt meals allowance;
 - Removal and lodgings allowances;
 - Recall to duty pay at double time;
 - Payment during suspension;
 - Medical charges and expenditure;
 - Reimbursement for use of privately owned vehicles on official duty;
 - Pay during maternity support leave;
 - Special leave;
 - Public holiday leave; and
 - Long service leave.

SCOPE

2. This agreement covers all Eligible RFU Members.

3. The Respondents confirm that there is no material difference in the terms of this agreement to those being offered to all retained firefighters 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.

DECLARATION OF LESS FAVOURABLE TREATMENT

4. The Respondents hereby acknowledge and agree by way of a declaration of the RFU Members' rights, that, following the decision of the House of Lords and the subsequent Employment Tribunal proceedings in the case of *Matthews & others v Kent and Medway Towns Fire Authority & others*, [2006] UKHL 8, Eligible RFU Members have, contrary to the Regulations, been treated less favourably with regards to their terms and conditions of employment, specifically with reference to the provisions of the Grey Book. The *Matthews* decision also states that fire-fighters employed on the retained duty system received less favourable treatment with respect to access to pension entitlements provided by the Respondents, and that any and all such discriminatory terms shall henceforth be promptly removed and replaced by non-discriminatory terms as between fire-fighters employed on the retained duty system and whole-time fire fighters which shall be backdated to 1 July 2010.

COMPENSATION

5. Each FRA shall make a payment (without deduction of tax or National Insurance) by way of compensation for the Terms and Conditions Claims, and any potential claim under the Regulations or the Regulations and the Act during the Reference Period, including injury to feelings, taking into account both the Eligible RFU Member'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

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

6. The Compensation Payment shall be based on the individual Eligible RFU Member's role as at 30 June 2010 (or for Eligible RFU Members 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 RFU Member's aggregated length of service based on total complete weeks. In addition, where appropriate, the Compensation Payment shall be adjusted on a pro-rata basis to take account of the percentage of cover provided by each Eligible RFU Member 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 Compensation Payments will not be pro-rated on account of the existence of a Salary Pay Scheme.
7. The only exception to an Eligible RFU Member receiving a compensation payment other than the Compensation Payment set out above is if Non-Standard Circumstances and/or Previous Employment apply.
8. If an Eligible RFU Member was employed by more than one FRA during the Reference Period, the parties agree that, subject to either the current employing FRA providing information in accordance with clause 16 below or the Eligible RFU Member providing documentary proof

of his/her service with another FRA during the Reference Period, the Eligible RFU Member's current employing FRA (or most recent employing FRA) will make a compensation payment which reflects all previous service under a retained duty system within the Reference Period with another FRA .

MECHANICS

9. In order to achieve settlement of the Terms and Conditions Claims, and any prospective claims brought by Eligible RFU Members, the parties agree to use the Settlement Mechanism.
10. If Non-Standard Circumstances and/or Previous Employment apply to any Eligible RFU Member the process set out in the Settlement Mechanism shall apply.
11. The RFU 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 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 to:
 - a. 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
 - b. 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 RFU Member says that Non-Standard Circumstances and/or Previous Employment 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 the Non-Standard Circumstances and/or Previous Employment process set out in the Settlement Mechanism. The RFU acknowledges 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. It is agreed that the FRA will assist the RFU in contacting all Eligible RFU Members (who are currently members of the RFU) and inform them of any entitlement under this Agreement. Such assistance will be provided via an independent third party with experience of providing such information in compliance with the FRAs' obligations under the Data Protection Act 1998.
15. The dates of payments will be in accordance with the timetable envisaged by the Settlement Mechanism. 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 RFU Member and the claims being withdrawn in accordance with clause 11.
16. In order for the Settlement Mechanism letters to be sent to Eligible RFU Members, 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 employees employed on a retained duty system as at 30 June 2010 and, in respect of each employee employed on a retained duty system as at 30 June 2010 (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 2. Within the same period, the RFU will send to the independent third party a list setting out the names, dates of birth and most recent addresses for Eligible RFU Members.

FULL AND FINAL SETTLEMENT

17. The parties agree that this Agreement is in full and final settlement of the Terms and Conditions Claims and of any claims under the Regulations arising out of the Grey Book and/or any Salary Pay Scheme during the Reference Period.

EXCLUSION OF CLAIMS FOR ACCESS TO THE FIREMEN'S PENSION SCHEME

18. This Agreement is not in settlement of the Pensions Claims, issues relating to Eligible RFU Members' access to the Firemen's Pension Scheme, or pensions generally, which would be the subject of discussions between the RFU and the Third Respondent.

19. The First Respondent acknowledges and agrees that it will at no stage, of its own accord, in these proceedings or otherwise seek to recover from the RFU Members or seek to set off against the Claims any bounty payments received by the Eligible RFU Members.

20. The terms of settlement set out in this Agreement shall:

- a. apply only in respect of the Reference Period and not any period prior to the Reference Period. The RFU acknowledges that, on amendment of the Grey Book in the ways identified by the National Joint Council for Local Authority Fire and Rescue Services (a copy of the relevant circular is appended to this Agreement at Appendix 3) and those changes being implemented retrospectively as of 1 July 2010, it does not identify any claim arising from the Act and/or the Regulations in respect of alleged less favourable treatment of RFU members on a retained duty system arising from the wording in the Grey Book; and
- b. not act to compromise, settle nor waive the Pension Claims.

MISCELLANEOUS

21. This Agreement, together with the Settlement Mechanism, sets out the entire agreement between the parties with regards to the Terms and Conditions Claims (but not the Pensions Claims) and supercedes, in this regard, all prior discussions between them or their advisors and all statements, representations, terms and conditions, warranties, guarantees, communications and understandings whenever given and whether orally or in writing.

22. The parties agree that, before seeking recourse through the courts, if any circumstance arises where arrangements are not in place to resolve the entitlement of an Eligible RFU Member, including the mechanics associated with doing so, such matter will first be referred to the RFU and Local Government Employers to consider and seek to resolve the same.

23. This Agreement shall be governed and construed in accordance with the law of [*England and Wales/Scotland/Northern Ireland*]. Subject to clause 22 above, each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of [*England and Wales/Scotland/Northern Ireland*] over any claim or matter arising under or in connection with this Agreement.



.....
For and on behalf of the Claimants and all other Eligible RFU Members

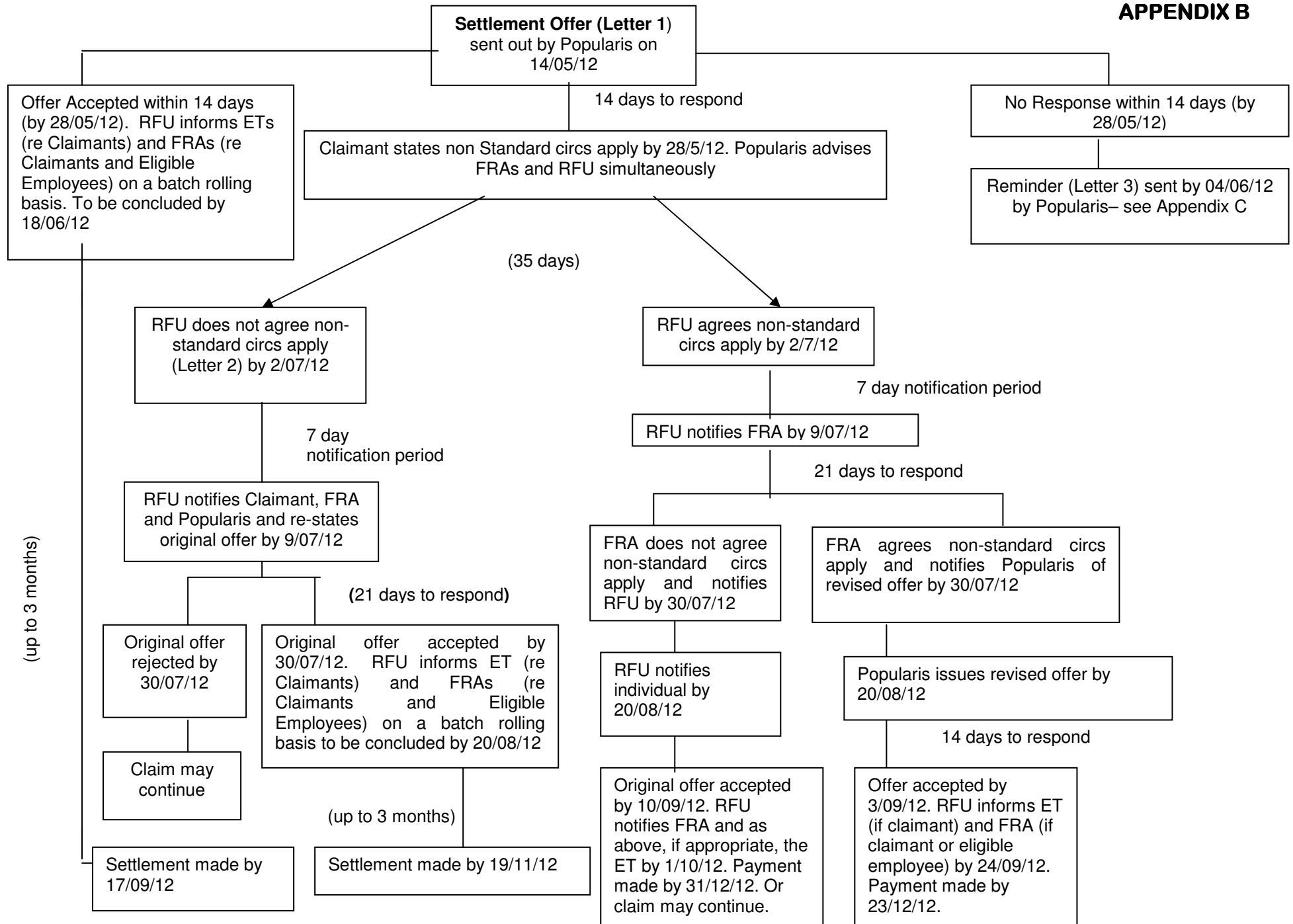
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Date 19 April 2011

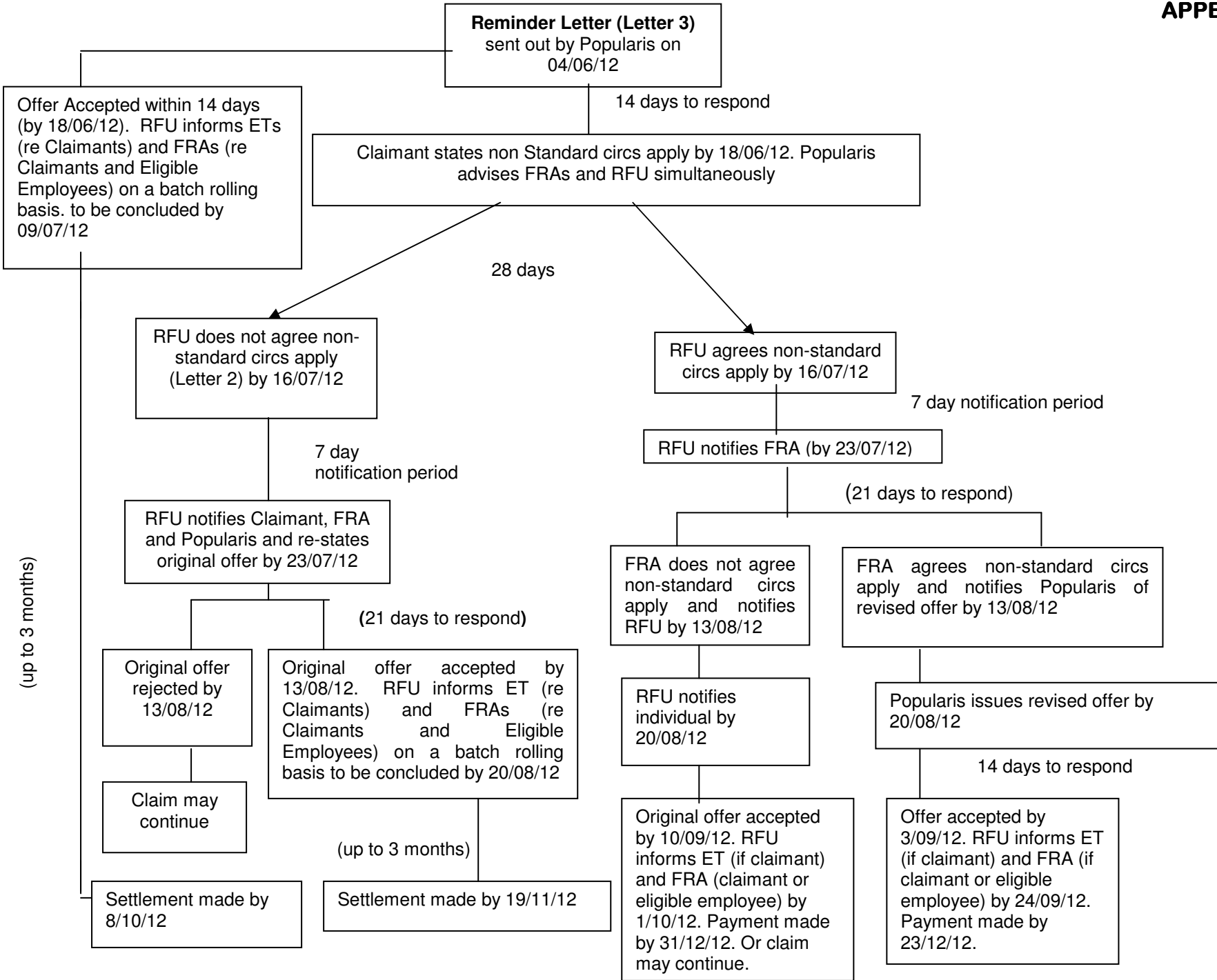


.....
For and on behalf of the First and Second Respondents and all other Fire Authorities

.....
Date 19 April 2011

APPENDIX B





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

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 settlement of the terms and conditions part of your Employment Tribunal claims (or, in the case of current employees who were in post on 30 June 2010, if you have not made a claim, your prospective terms and conditions claims); and
- (ii) explains what you need to do to receive payment.

Retained Duty System Employees: Offer of Settlement Terms

Dear Colleague

The RFU has always championed the right of retained firefighters to equality of treatment with their wholetime equivalents. In this regard the RFU has supported not just individual members with claims, but has also championed group causes.

One particular group cause has concerned less favourable treatment of retained firefighters with regards to terms and conditions of employment, including specifically pay and access to the Firemen's Pension Scheme.

As you will know from our briefing circular of 19 April 2011, a settlement offer has now been made in relation to the non-pension aspects of these claims and the purpose of this letter is to enable members to make an informed decision whether to accept the offer.

The offer made to you is in settlement of the part of your claim/prospective claim which relates to your terms and conditions of employment (i.e. sick pay etc.). It does not settle any claim/prospective claim which relates to pensions. This part of your claim/prospective claim is still being negotiated with central government. We will be in touch with you shortly about that.

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 rank/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 provided that an Employment Tribunal claim has been made on your behalf). If you have not lodged an Employment Tribunal claim and it is now in excess of three months since your employment ended, I am afraid that you are not eligible to receive a compensation payment.

This letter assumes that you are eligible to receive a compensation payment, but if you are in any doubt, please contact me.

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, where appropriate, the figures shall be adjusted on a pro-rata cover basis (based on the level of cover you provided on 30 June 2010), 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
<u>In any case, the minimum total amount payable to you shall be not less than £150.</u>	

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

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

1. 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 Popularis (the independent third party assisting the RFU and FRA's with the settlement process) using the return address shown on it within 14 days of the date shown on this letter. To assist with the payment process, Popularis will then send a copy of the acceptance form to your employer FRA.

Acceptance of that payment will:

- (i) be in full and final settlement of only the part of your Employment Tribunal claim or prospective claim which relates to terms and conditions (and not any claim in relation to pension access and/or benefits);
- (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 employees of an FRA who operate a salary scheme in place of the Grey Book provisions for retained firefighters, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority for the RFU to notify your employing FRA of your acceptance and to instruct our solicitors to withdraw the terms and conditions aspect of your claim from the Employment Tribunal (if applicable) (but not any claim in relation to pension access and/or benefits).

The RFU has considered the offer very carefully, and this has included conducting an analysis of the offer based on an overview of the RFU's membership. Based on that analysis we have concluded that the offer may be in excess of actual loss for some members, and less than actual loss for others. Overall, though, we consider that it is a fair offer and accordingly, following our AGM, the RFU has decided to recommend that members accept the terms being offered unless there are Non-Standard Circumstances and/or Previous Employment which apply. Such 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 Insert 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") that previous service 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 Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("PTWR") or the PTWR and the Equal Pay Act 1970 (the "Act") 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, 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/or Previous Employment process.

Should you consider that Non-Standard Circumstances and/or Previous Employment apply to you, please consult the attached "Non-Standard Circumstances and/or Previous Employment" document which contains more information about Non-Standard Circumstances, and the procedure to be followed.

The RFU strongly recommends that you accept the terms offered in this letter unless Non-Standard Circumstances and/or Previous Employment apply to you, as explained above, 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.

2. Time for response and consequences of failing to respond

In order for you to receive the compensation payment within a period of approximately three months from the date of this letter, you must complete and return the acceptance form in the enclosed freepost envelope within 14 days of the date of this letter. If you claim you have previous service with another FRA during the Reference Period you must also provide evidence of this within the same 14 day period.

This is a strict deadline and you must respond to this letter by **[date]**.

If you do not respond within this timeframe, the RFU will cease to represent you in the terms and conditions aspect of your claim/prospective claim and you will not have the benefit of legal representation provided by the union.

3. Pensions Claims

As has been stated throughout this letter, the settlement terms on offer do not apply to the pension aspect of your claim/prospective claim. That aspect is still being negotiated over, and we hope to be able to write to you shortly with details of further developments. In the meantime, the pensions aspect of your claim will remain stayed and is unaffected by the settlement procedure that has been covered above.

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

If you have any concerns arising from the content of this letter, or there is anything that you do not understand, please do not hesitate to get in touch.

Yours sincerely,

John Barton
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): [REDACTED]

Amount of Compensation Payment: [REDACTED]

PLEASE DETACH AND RETURN

ACCEPTANCE OF OFFER



Dear Sirs

Claims brought by the RFU re: the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("Regulations") or the Regulations and Equal Pay Act 1970 ("Act")

- I, [REDACTED], of [REDACTED] FRA, confirm that I have read and understood the content of the letter from John Barton, General Secretary of the RFU, to me dated [REDACTED] attaching a form setting out how my compensation payment has been calculated.
- I confirm that I accept the Compensation Payment in full and final settlement of:
 - only the terms and conditions aspect of my Employment Tribunal claim[s] with case number[s] ("the Claim[s]), but (for the avoidance of doubt), not such aspect as relates to, arises from, or is connected with access to a pension scheme or benefits thereunder (whether in relation to the Fireman's Pension Scheme or otherwise);
 - any claim that I may have under the Regulations and/or the Act arising out of the NJC terms and conditions of employment up until 30 June 2010 but not of any claim I may have connected with access to a pension scheme or benefits thereunder (whether in relation to the Firemen's Pension Scheme or otherwise); and
 - any claim that I may have under the Regulations and/or the Act arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010 but not of any claim I may have connected with access to a pension scheme or benefits thereunder (whether in relation to the Firemen's Pension Scheme or otherwise).
- I also confirm that the RFU may withdraw the terms and conditions aspect of the Claim[s] from the Employment Tribunal on my behalf and to say that on withdrawal, this aspect of my claim only should be dismissed. This means (for the avoidance of doubt) that any and all aspects of the Claim[s] as relate to, arise from, or which are connected with access to a pension scheme or benefits thereunder (whether in relation to the Firemen's Pension Scheme or otherwise) shall remain entirely unaffected by the terms of this Agreement.

Signed [REDACTED]

Dated [REDACTED]

NAME [REDACTED]

Membership Number. [REDACTED]

Employing Fire and Rescue Service as at 30 June 2010

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

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

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 settlement of the terms and conditions part of your Employment Tribunal claims (or, in the case of current employees who were in post on 30 June 2010, if you have not made a claim, your prospective terms and conditions claims); and
- (ii) explains what you need to do to receive payment.

Retained Duty System Employees: Offer of Settlement Terms

Dear Colleague

The RFU has always championed the right of retained firefighters to equality of treatment with their wholetime equivalents. In this regard the RFU has supported not just individual members with claims, but has also championed group causes.

One particular group cause has concerned less favourable treatment of retained firefighters with regards to terms and conditions of employment, including specifically pay and access to the Firemen's Pension Scheme.

As you will know from our briefing circular of 19 April 2011, a settlement offer has now been made in relation to the non-pension aspects of these claims and the purpose of this letter is to enable members to make an informed decision whether to accept the offer.

The offer made to you is in settlement of the part of your claim/prospective claim which relates to your terms and conditions of employment (i.e. sick pay etc.). It does not settle any claim/prospective claim which relates to pensions. This part of your claim/prospective claim is still being negotiated with central government. We will be in touch with you shortly about that.

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 rank/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 provided that an Employment Tribunal claim has been made on your behalf). If you have not lodged an Employment Tribunal claim and it is now in excess of three months since your employment ended, I am afraid that you are not eligible to receive a compensation payment.

This letter assumes that you are eligible to receive a compensation payment, but if you are in any doubt, please contact me.

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, where appropriate, the figures shall be adjusted on a pro-rata cover basis (based on the level of cover you provided on 30 June 2010), 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
<u>In any case, the minimum total amount payable to you shall be not less than £150.</u>	

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

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

1. 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 Popularis (the independent third party assisting the RFU and FRA's with the settlement process) using the return address shown on it within 14 days of the date shown on this letter. To assist with the payment process, Popularis will then send a copy of the acceptance form to your employer FRA.

Acceptance of that payment will:

- (i) be in full and final settlement of only the part of your Employment Tribunal claim or prospective claim which relates to terms and conditions (and not any claim in relation to pension access and/or benefits);
- (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 employees of an FRA who operate a salary scheme in place of the Grey Book provisions for retained firefighters, be in full and final settlement of any claims in respect of such salary scheme arising up until 30 June 2010; and
- (iv) amount to authority for the RFU to notify your employing FRA of your acceptance and to instruct our solicitors to withdraw the terms and conditions aspect of your claim from the Employment Tribunal (if applicable) (but not any claim in relation to pension access and/or benefits).

The RFU has considered the offer very carefully, and this has included conducting an analysis of the offer based on an overview of the RFU's membership. Based on that analysis we have concluded that the offer may be in excess of actual loss for some members, and less than actual loss for others. Overall, though, we consider that it is a fair offer and accordingly, following our AGM, the RFU has decided to recommend that members accept the terms being offered unless there are Non-Standard Circumstances and/or Previous Employment which apply. Such 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 Insert 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") that previous service 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 Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("PTWR") or the PTWR and the Equal Pay Act 1970 (the "Act") 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, 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/or Previous Employment process.

Should you consider that Non-Standard Circumstances and/or Previous Employment apply to you, please consult the attached "Non-Standard Circumstances and/or Previous Employment" document which contains more information about Non-Standard Circumstances, and the procedure to be followed.

The RFU strongly recommends that you accept the terms offered in this letter unless Non-Standard Circumstances and/or Previous Employment apply to you, as explained above, 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.

2. Time for response and consequences of failing to respond

In order for you to receive the compensation payment within a period of approximately three months from the date of this letter, you must complete and return the acceptance form in the enclosed freepost envelope within 14 days of the date of this letter. If you claim you have previous service with another FRA during the Reference Period you must also provide evidence of this within the same 14 day period.

This is a strict deadline and you must respond to this letter by **[date]**.

If you do not respond within this timeframe, the RFU will cease to represent you in the terms and conditions aspect of your claim/prospective claim and you will not have the benefit of legal representation provided by the union.

3. Pensions Claims

As has been stated throughout this letter, the settlement terms on offer do not apply to the pension aspect of your claim/prospective claim. That aspect is still being negotiated over, and we hope to be able to write to you shortly with details of further developments. In the meantime, the pensions aspect of your claim will remain stayed and is unaffected by the settlement procedure that has been covered above.

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

If you have any concerns arising from the content of this letter, or there is anything that you do not understand, please do not hesitate to get in touch.

Yours sincerely,

John Barton
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 (YY/WW):

Amount of Compensation Payment:

PLEASE DETACH AND RETURN

ACCEPTANCE OF OFFER



Dear Sirs

Claims brought by the RFU re: the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("Regulations") or the Regulations and Equal Pay Act 1970 ("Act")

1. I, [redacted], of [redacted] FRA, confirm that I have read and understood the content of the letter from John Barton, General Secretary of the RFU, 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 that I have or may have under the Regulations and/or the Act arising out of the NJC terms and conditions of employment up until 30 June 2010 but not of any claim I may have connected with access to a pension scheme or benefits thereunder (whether in relation to the Firemen's Pension Scheme or otherwise); and
 - (ii) any claim that I may have under the Regulations and/or the Act arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010 but not of any claim I may have connected with access to a pension scheme or benefits thereunder (whether in relation to the Firemen's Pension Scheme or otherwise).
3. I also confirm that the RFU may withdraw the terms and conditions aspect of any claim I may have from the Employment Tribunal on my behalf and to say that on withdrawal, this aspect of my claim only should be dismissed. This means (for the avoidance of doubt) that any and all aspects of the Claim[s] as relate to, arise from, or which are connected with access to a pension scheme or benefits thereunder (whether in relation to the Firemen's Pension Scheme or otherwise) shall remain entirely unaffected by the terms of this Agreement.

Signed

Dated

NAME

Membership Number.

Employing Fire and Rescue Service as at 30 June 2010

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

“Non-Standard Circumstances and/or Previous Employment” Document



1. Non-Standard Circumstances

The RFU strongly recommends that you accept the terms offered unless Non-Standard Circumstances and/or Previous Employment apply to you. The RFU has negotiated with the employers nationally a position where it will only continue to pursue claims if one or more 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 (“the Reference Period”) 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 and Rescue Authority (“FRA”) under a retained duty system during the Reference Period and the individual is able to provide documentary proof of their previous service within that period by another FRA.

Sickness Absence

If an individual claims to have a period of continuous sickness absence of nine months within 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 RFU 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/or Previous Employment” form attached to this letter. A freepost envelope has been provided for this purpose.

The RFU will then need to share that information with the employing FRA in order to process the claim.

Incorrect Calculation

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 his/her employing FRA as to the correct figures before using the Non-Standard Circumstances and/or Previous Employment process.

2. “Previous Employment”

If an individual believes that previous employment with a different FRA during the Reference Period should be taken into account in calculating his/her compensation, it will be necessary for him/her to provide documentary evidence proving the dates of previous employment such as a contract of employment with that different FRA on a retained duty system during the Reference Period in the Non-Standard Circumstances and/or Previous Employment form.

3. Non-Standard Circumstances and/or Previous Employment Form

Any individual who claims that Non-Standard circumstances apply to them and/or previous employment with a different FRA during the Reference Period should be taken into account in calculating his/her compensation, and who does not therefore wish to accept the payment offered in full and final settlement of their claim/prospective claim should complete and return the attached “Non-Standard Circumstances and/or Previous Employment” form, showing clearly why she or he contends that Non-Standard circumstances apply to their claim/prospective claim and/or providing details of previous employment with a different FRA during the Reference Period.

Where an individual completes and returns a “Non-Standard Circumstances and/or 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.

4. Non-Standard Circumstances Procedure

If you return the Non-Standard Circumstances and/or Previous Employment Form within the permitted 14 day period, the RFU will then have a further period of 42 days in which to determine whether it agrees that Non-Standard circumstances, as defined, apply and/or whether a period of previous employment with a different FRA during the Reference Period as defined should be taken into account. (If no response is received to the letter setting out the offer of 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/or Previous Employment form is received within that 14 day period, the RFU will have a further 28 days in which to determine whether it agrees that Non-Standard Circumstances as defined apply). In such circumstances the following process will apply:

If the RFU and the FRA agree that Non-Standard Circumstances apply

- If the RFU agrees that Non-Standard circumstances apply, or a period of previous employment with a different FRA during the Reference Period on a retained duty system should be taken into account, it will have a further 7 days in which to notify the employing FRA.
- The FRA will then have 21 days to decide whether it accepts that Non-Standard circumstances apply or a period of previous employment with a different FRA on a retained duty system during the Reference Period should be taken into account.
- If the employing FRA accepts that Non-Standard circumstances apply, or a period of previous employment with a different FRA during the Reference Period on a retained duty system should be taken into account, 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 any additional sum 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 RFU or FRA does not agree that Non-Standard Circumstances apply

- If the RFU does not agree that the definition of Non-Standard circumstances is satisfied, or a period of previous employment with a different FRA during the Reference Period on a retained duty system should be taken into account, it will notify the individual and the employing FRA within 7 days of the 35 day period expiring.
- At the same time as being notified of the RFU’s decision, the individual will be notified again of the settlement terms offered.
- In the event of non-acceptance of the offer at that stage, the RFU will cease to support the terms and conditions aspect of the individual’s claim/prospective claim at the Employment Tribunal. In that situation, the individual will be at liberty to pursue that aspect of their Employment Tribunal claim themselves, but the RFU will not provide support and legal representation.
- If the RFU agrees that Non-Standard circumstances apply, or a period of previous employment with a different FRA during the Reference Period should be taken into account, but the employing FRA disputes this, the employing FRA will notify the individual and the RFU of its decision. In that circumstance, the RFU will assess the situation and may continue to provide support and legal representation for the terms and conditions aspect of the individual’s Employment Tribunal claim/prospective claim.

RETAINED DUTY SYSTEM EMPLOYMENT TRIBUNAL CLAIMS NON-STANDARD CIRCUMSTANCES AND/OR 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 weeks of service included in the calculation is incorrect;

The correct number of 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:

4. 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 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 Retained Firefighters' Union, or its Solicitors, Howes Percival, 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/potential 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



The best way to keep up-to-date with all RDS issues

PLEASE PLACE A COPY OF THIS BULLETIN ON YOUR STATION RFU NOTICEBOARD

01 May 2012

Dear Colleague

FOR THE ATTENTION OF RFU BRIGADE AND STATION REPS

PTW settlement: Impending dispatch of RFU offer letters



Further to our earlier circulars on this matter, the RFU is pleased to be able to confirm that offers of compensation payments will be sent out on **14 May 2012**.

We appreciate that there has been a delay in the issue of these offers, and we are grateful to members for their patience. The reason that FBU letters were issued first is that the RFU spent additional time in settlement negotiations obtaining greater protection for its members by way of an express agreement from the Employers that they would not, of their own accord, claw back any bounty payments as a result of this compensation payment.

The offer letter will provide full details of the amount of the offer, the reasons for it, and what you should do next, and it is vitally important that members ensure that they comply with the agreed timescales by providing all the information required and then returning it in the freepost envelope provided to Popularis.

Further details about the settlement can be found in our **Briefing Note 03/11**, which attaches the Settlement Agreement.

Tax/National Insurance

Paragraph 5 of the Settlement Agreement makes reference to compensation payments not being subject to tax or NI. We are aware that HMRC has a different view. However this is a matter between FRAs and HMRC. Members will be aware from our own settlement circular **Briefing Note 03/11** that a key component of the RFU settlement was that

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

We can again confirm that this is still the case. The expectation is that FRAs will deal with this issue by grossing up payments to individuals in order to ensure that after tax and National Insurance deductions you will still receive the full amount of your settlement payment.

There are a number of eligible employees who are not members of either the FBU or the RFU who will also be receiving offers. We strongly recommend that RFU members advise their colleagues who are not RFU members of the support available to them during this process if they now join the RFU.

No Letter?

Assuming you are eligible under the terms of the Agreement to receive an offer but have not done so within 2 weeks of the dispatch date (and you know that your work colleagues have), please contact your Fire and Rescue Service HR Dept as soon as possible and ask if they have submitted an offer to Popularis in your name. It is their responsibility to make sure an offer has been sent to Popularis for all eligible employees/ex-employees, and if they have not sent one, they need to do so as soon as possible.

You must confirm with your HR dept that the following details are correct:

1. Your full name including middle names;
2. Your brigade employee number;
3. Your national insurance number;
4. The station you currently serve at; and
5. Your current home address.

The FRA will then advise Popularis of any changes to your details to match eligible members with an offer. In addition it would be helpful if members contact RFU HQ via email **hq@therfu.org** or by telephone on **01953 455005** to provide us with these details so that we can assist you in obtaining an offer.

If the information held by the FRA is correct and included in the information it has provided to Popularis, it is possible that you have not received an offer because you have not kept your membership data up to date e.g. new address. In such cases your offer is currently on hold pending matched information. Therefore you must inform us as set out in the paragraph above in order that a match can be made and an offer issued.

Ends.

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RFU, Firefighter House, Station Road, Attleborough, Norfolk NR17 2AS
T: 01953 455005 F: 01953 454760