

FBU (claimants with current concurrent service)

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

Dear

Retained Duty System Employment Tribunal Claimants: Offer of Settlement Terms

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

This letter:

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

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

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

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

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

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

1. The Offer

1.1 Scope of the Offer

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

1.2 Terms and Conditions Offer

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

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

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

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

The maximum possible amounts in each contract are:

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

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

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

1.3 Some Examples

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

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

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

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

2. Acceptance of the offer

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

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

Acceptance of that payment would:

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

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

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

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

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

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

3. Time for response

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

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

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

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

Yours sincerely,

Matt Wrack
General Secretary

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Rank/Role: 30 June 2010

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

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

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

Length of service (years and weeks):

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

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

Amount of Compensation Payment:

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

INSERT 2

ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims brought by the FBU

1. I, _____, of _____, FRA, confirm that I have read and understood the content of the letter from Matt Wrack, General Secretary of the FBU, to me dated [insert date] attaching a form setting out how my Compensation Payment has been calculated.

2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) that part of my Employment Tribunal claim which relates to terms and conditions, but not that part which relates to pensions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);

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

 - (iii) any claim that I may have arising out of the salary scheme terms and conditions of employment operated by my employer up until 30 June 2010.

 - (iv) I understand this does not relate to the issue of the pensions claim which is still progressing.

3. I also confirm that I give Thompsons solicitors authority to withdraw that part of my Employment Tribunal claim which relates to terms and conditions (including but not limited to any claim brought against an

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

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

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

.....
Membership Number

Return to:

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