

**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 6<sup>th</sup> 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