

**NON-UNION CONCURRENT EMPLOYEES
LETTER 1a
[insert date] 2011**

Dear

**Personnel employed by more than one FRA on a Retained Duty System
as at 30 June 2010: 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 claims or potential claims; and**
- (ii) explains what you need to do to receive payment.**

I am writing to you as you have a potential claim under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 ("the PTWR").

As you may know, the Fire Brigades Union was successful in its legal challenge in relation to pension entitlement, sick pay and increased pay for additional responsibilities and the PTWR and this letter sets out the terms which we are now prepared to offer you in full and final settlement of any claim you have under the PTWR which relates to terms and conditions. This letter contains details of a settlement payment to which you are entitled. This does not include pension issues which are being handled separately.

Those terms arise from negotiations between the employers nationally and 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 terms now offered represent excellent news for you and the national employers and the FBU believe that they represent the best way of bringing certainty and a beneficial overall outcome for retained duty system employees.

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

1. The Offer

1.1 Scope of the Offer

The offer made to you is in full and final settlement of any claims you may have which relate to your terms and conditions of employment (i.e. sick pay etc.). It does not settle any claims you may have which relate to pensions.

1.2 Terms and Conditions Offer

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

The compensation paid to you will be based on the substantive role you held in each FRA on 30 June 2010 (or if you are no longer serving, the substantive rank/role you held **on** the date of leaving service).

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

In addition, if you performed less than full cover as at 30 June 2010 (or the date you left service, if earlier), the Compensation Payment shall be adjusted on a pro rate basis to take account of the cover provided, but to not less than 75%.

The maximum possible amounts in respect of each contract are:

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

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

The Compensation Payment will be made without deduction of tax or national insurance contributions.

You will receive a separate Compensation Payment from each employer FRA in respect of these separate contracts.

1.3 Some Examples

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

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

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

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

2. Acceptance of the offer

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

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

Acceptance of that payment would:

- (i) be in full and final settlement of any claim which you 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 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 of your acceptance of the terms set out in this letter.

Following the discussions with the FBU we strongly encourage you to accept these terms unless there are "Non-Standard and Previous Employment Circumstances" which are:

- (i) you have had a continuous period of sickness absence (excluding any period of paid sickness absence for illness or injury arising out of authorised duty pursuant to 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 employer FRA and you will be required to withdraw those claims).

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

Following the discussions with the FBU we strongly encourage you to accept these terms unless you believe that any of the defined “Non-Standard and Previous Employment Circumstances” apply. In such 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 reply to this letter setting out the settlement offer, within 14 days from the date shown on it, we will not be informed of your acceptance of the offer and any payment to you will be delayed. If you do not respond to this letter at all, you will not be paid anything for your claim under the terms mentioned.

If you claim you have previous service with another FRA during the Reference Period 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. I urge you to communicate your acceptance, save where the defined Non-Standard Circumstances and Previous Employment apply, to Popularis as soon as possible and in any event within 14 days of the date of this letter.

Yours sincerely,

[insert name]
[insert Fire Authority]

INSERT 1

Form Explaining How Your Compensation Payment has been calculated

Name:

Substantive Rank/Role: 30 June 2010
(if no longer employed on that date rank/role on the date service terminated)

Employee Number:

Employing Fire Authority:

Date employment with employing fire authority commenced:

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

Length of service (years and weeks):

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

Length of Service on a retained duty system with another FRA within the reference period – 1 July 2000 to 30 June 2011 (YY/WW):

Amount of Compensation Payment:

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

INSERT 2

ACCEPTANCE OF OFFER

Dear Sirs

PTWR Claims

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

2. I confirm that I accept the Compensation Payment in full and final settlement of:
 - (i) any claim I have under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (“the PTWR”) in respect of the period 1 July 2000 to 30 June 2010, but not that part which relates to pensions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system);

 - (ii) any claim that I 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 also confirm that I withdraw any claim I have under the PTWR, in respect of the period 1 July 2000 to 30 June 2010, that relates to terms and conditions (including but not limited to any claim brought against an FRA which previously employed me on a retained duty system) but not that part which relates to a pensions claim and on withdrawal, that

part of my claim which relates to terms and conditions should be dismissed.

Signed.....Dated.....

[NAME]

.....

Employing Fire and Rescue Service as at 30 June 2010

.....

Employee Number

Return to:

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