

**NON-UNION  
LETTER 2**

Dear

**Retained Duty System Claimants: Settlement Terms**

**URGENT LETTER REQUIRING YOUR RESPONSE WITHIN 21 DAYS OF  
THE DATE OF THIS LETTER**

In response to our 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.

We have now considered 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 Section 5, part B, 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, we are unable to conclude that there is any error.
- Having considered the information you supplied in relation to your previous employment, we are 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 we do not consider that “Non-Standard Circumstances and Previous Employment” apply to your case.

In those circumstances, we recommend 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 Popularis 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 and the national employers and the FBU believe that the terms offered reflect the best possible outcome for all RDS employees. Accordingly if Popularis do not receive your completed acceptance form within 21 days of the date of this letter you will not be paid anything for your claim under the terms mentioned.

Yours sincerely,

**[insert name]**  
**[insert Fire Authority]**