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**NATIONAL JOINT COUNCIL
FOR LOCAL AUTHORITY
FIRE AND RESCUE SERVICES**

Employees' Secretary, Matt Wrack
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Telephone 020 8541 1765

**To: Chief Fire Officers
Chief Executives/Clerks to Fire Authorities
Chairs/Portfolio Holders
Directors of HR (Fire Authorities)**

Members of the National Joint Council

12 June 2015

CIRCULAR NJC/10/15

Dear Sir/Madam,

**PART-TIME WORKERS (PREVENTION OF LESS FAVOURABLE TREATMENT)
REGULATIONS – FIRE BRIGADES UNION EMPLOYMENT TRIBUNAL CASES**

1. You will be aware of the settlement agreement reached in respect of the terms and conditions aspect of the above Employment Tribunal cases. The mechanism in that agreement for settlement offers to be made and accepted through an independent third party (Popularis) has been on-going at local level for some time now.
2. As such we write to advise you that we are moving into the final phase of this work in order to bring this complex process to a close.
3. Fire authorities have been asked to provide data in respect of any remaining new and/or amended offers to Popularis by no later than 21st July 2015.
4. This will include offer data in respect of the decision to extend application of the settlement agreements to cover wholetime employees with previous retained duty system service within the same FRA and within the reference period (1 July 2000 to 30 June 2010), subject to meeting the over-arching eligibility criteria including that they remained employed as at 8 March 2011. A copy of the signed addendum to the agreement is attached (**Appendix 1**).
5. A final batch of offers will then be issued to the relevant employees on 4 September 2015. A flowchart containing the agreed timeline is attached (**Appendix 2**). The flowchart refers to a sequence of letters copies of which have already been provided to authorities (circular NJC/3/11).

6. Both sides of the NJC are committed to ensure that all employees (and eligible ex-employees) who are entitled to an offer receive one. This principle has been adopted and implemented since the outset of the "offers process". Both sides have, and continue to, put measures in place to ensure this happens. However, both sides of the NJC acknowledge that the matter cannot continue to linger on.
7. Accordingly, both sides recognise that at the end of the process there may be instances where an individual employee cannot be traced or instances of Employment Tribunal claimants who on further examination prove to be ineligible to receive a settlement payment under the terms of the agreement for whatever reason. In such cases it is also acknowledged that Thompsons on behalf of the FBU will write to the Employment Tribunals concerned explaining this and that, as such, they can no longer act for such Claimant(s) in this element of the claim. Fire authorities will seek to have such claim(s) struck out. "Strike out" means that there will be a formal decision from the Employment Tribunal that the claim will not proceed.

Yours faithfully,

SIMON PANNELL
MATT WRACK
Joint Secretaries

IN THE EMPLOYMENT TRIBUNAL

WEST CROYDON

BETWEEN:

MR B R MATTHEWS & OTHERS

Claimant

and

(1) KENT & MEDWAY TOWNS FIRE AUTHORITY
(2) THE ROYAL BERKSHIRE FIRE AND RESCUE SERVICE
(3) HOME OFFICE

Respondent

**SECOND ADDENDUM TO THE
SETTLEMENT AGREEMENT BETWEEN THE
CLAIMANTS AND THE FIRST
AND SECOND RESPONDENTS**

RECITALS

1. The Fire Brigade Union on behalf of the Claimants and others (as set out fully in the Settlement Agreement) and the Improvement and Development Agency (previously Local Government Employers) on behalf of the First and Second Respondent and others (as set out in the Settlement Agreement) entered into an agreement settling the Terms and Conditions Claims (as defined in the Settlement Agreement) which was entered into by the parties and dated 8 March 2011 ("the Settlement Agreement").
2. This second Addendum to the Settlement Agreement should be read together with the Settlement Agreement and the first Addendum to it.

IT IS AGREED as follows:

3. Clauses 2 and 6 of the Settlement Agreement shall be amended in the terms set out below:

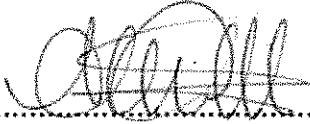
3.1. Eligible Employees do not include those employees who, as at 30 June 2010, were not then employed by any FRA and who have not presented a claim under the PTWR. *Eligible Employees includes retained duty system employees who moved to the wholetime duty system during the Reference Period provided they remained employed at 8 March 2011 by the same FRA and there is no break in continuity of service ("Eligible Employees Retained to Wholetime"). For the avoidance of doubt it excludes those retained duty system employees who have moved to wholetime service with a different FRA.*

3.2 The Compensation Payment shall be based on the individual Eligible Employee's role as at 30 June 2010 (or, for Eligible Employees who were no longer employed as at that date, their rank/role held on the date of leaving service or in the case of *Eligible Employees Retained to Wholetime*, their rank/role held on the date of moving from the retained to the wholetime shift system.) The Compensation Payment shall also be applied pro-rata, against the Reference Period, to each Eligible Employee's aggregated length of service based on total complete weeks. If the Eligible Employee

performed less than full cover as at 30 June 2010 (or the date of leaving service, if earlier) the Compensation Payment shall be adjusted on a pro-rata basis to take account of the percentage of cover provided by each Eligible Employee 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 *(in the case of Eligible Employees Retained to Wholetime the level of cover provided on the date of moving from the retained to the wholetime shift system)*), but to not less than 75%.

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

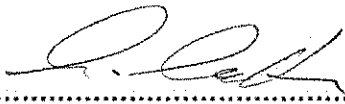
4. The remainder of the Settlement Agreement is unaffected and un-amended by this Addendum



For and on behalf of the FBU

ANDY DARK AGS FBU

Date: 28 AUGUST 2014



For and on behalf of the Improvement and Development Agency (previously Local Government Employers)

Date: 28 AUGUST 2014

APPENDIX 2

