

Confidential



**COT3 SETTLEMENT AGREEMENT – IMPLEMENTATION COMPENSATION**

**Employer: Caerphilly County Borough Council**

**Employee:**

**Address:**

**Implementation Compensation Payment: £[ ]**

We the undersigned have agreed the terms contained with the attached Schedule and that the Schedule forms an integral part of this COT3 agreement.

Signed by:

Employee ..... Date .....

For and on Behalf  
of the Employer ..... Date .....

## **APPENDIX**

The claims to be settled by this Agreement include all claims or potential claims (in respect of the Chief Officer post that the Employee currently holds as listed in the attached Appendix and includes, without limitation, the actual claim(s) (if any) listed on the attached cover sheet):-

### **Post Title**

**DOCUMENT A – IMPLEMENTATION COMPENSATION  
WITHOUT PREJUDICE**

The parties to this Agreement agree as follows:-

**WHEREAS**

The Employer has previously successfully implemented, an equality proofed Single Status Structure in relation to our NJC employees (known as the “Green Book”). In addition we have harmonised the Terms and Conditions of our former craft employees (“Red Book”) to achieve consistency with our Single Status arrangements. The Employer is now seeking to achieve consistent arrangements by harmonising the Chief Officer terms and conditions detailed below with those of our employees under single status:

- Essential User Car Allowance and Mileage Rates
- Annual Leave Allowances and Flexi Arrangements

(A) All undertakings and waivers hereunder relate to the Single Status arrangements in relation to all employees.

(B) In order to achieve the Single Status arrangements for Chief Officers the Employer is seeking to harmonise terms and conditions under a localised agreement within the principles of Single Status as negotiated with the recognised trade unions to achieve the Collective Agreement. The Employer has offered to vary the Employee’s contract of employment which the Employee wishes to accept, which will be referred to as the “Single Status Contract of Employment”. The Single Status Contract of Employment will automatically apply to the Employee by reason of the Collective Agreement.

(C) The Employer does not admit any liability in relation to any of the Employee’s actual claims or potential claims in relation to Breach of Contract , but in the interests of good industrial relations and to avoid protracted litigation the Employer has agreed to pay the Employee Implementation Compensation on the terms set out in this Agreement which the Employee wishes to accept on the terms of this Agreement.

(D) The Employee acknowledges and accepts that by virtue of receiving the Implementation Compensation under this Agreement, the employee will not pursue any Breach of

Contract claim in relation to the variation to the JNC Terms for Chief Officers under a localised arrangement.

## **SETTLEMENT**

1. In consideration of the Employee's agreement to give the undertakings set out in this Agreement the Employer agrees, subject to the terms and conditions set out below, to pay to the Employee Implementation Compensation in the sum set out in the attached COT3 cover sheet.
2. The Employee accepts the Implementation Compensation in full and final settlement of the claims set out in paragraphs **3 and 4** that the Employee has or may in the future have against the Employer, any organisation to which the Employee's employment may transfer under TUPE and/or any of its or their present or former employees or officers.
3. The claims to be settled by this Agreement include all claims or potential claims(in respect of the Chief Officer post the Employee currently holds and as listed in the attached Appendix and includes, without limitation, the actual claim(s) (if any) listed on the attached cover sheet):-
  - (a) relating to Issues of Breach of Contract:-
    - (i) in relation to and arising from the variation to the JNC Terms for Chief Officers under a localised arrangement and the Single Status Contract of Employment; and
    - (ii) payment of Implementation Consideration in connection with the variation to the JNC Terms for Chief Officers under a localised arrangement and the Single Status Contract of Employment; and
  - (b) whether such claim is a claim, in relation to Issues of Breach of Contract :-

- (i) under the Sex Discrimination Act 1975 (including but not limited to a claim for injury to feelings);
- (ii) under the Trade Union and Labour Relations (Consolidation) Act 1992 (including, but not limited to, a claim under section 188 and/or section 188A);
- (iii) for breach of contract, including any sum alleged to be payable under an equality clause);
- (iv) for unlawful deduction of wages (including any sum alleged to be payable under an equality clause or by reason of the implementation of the Single Status Contract of Employment);
- (v) relating to loss of pension and any other benefits; and/or
- (vi) for any other form or type of claim.

(c) Further, and without prejudice to the generality of the foregoing, the Employee understands and accepts that, in signing this Agreement, the Employee shall not at any time institute any Employment Tribunal or Court proceedings for damages or compensation in relation to Pay Protection of former income levels, including without limitation, the payment of Implementation Consideration between the Effective Implementation Date and 1 April 2015.

4. For the avoidance of doubt, paragraphs **3 and 4** and therefore this Agreement compromise all claims arising at common law, statute, European Law and/or otherwise, whether or not such claims fall within the jurisdiction of the Employment Tribunal and/or the civil courts. In addition, by accepting the Settlement the Employee is settling any claim for an adjustment of any award under section 31 Employment Act 2002 (non-completion of statutory dispute resolution procedure: adjustment of

awards). Further, if there are any other ways in which claims relating to Issues of Breach of Contract have been or could be advanced, then it is the intention of the parties that these potential claims should also be treated as having been settled by this Agreement.

5. Payment of the Implementation Compensation shall be made by way of cheque made payable to the Employee. The amount of the Implementation Compensation has been calculated as a net amount less a notional deduction for income tax and National Insurance contributions, as agreed with HMRC, for which the Employer will account to HMRC on behalf of the Employee. The Implementation Compensation is not pensionable pay.
6. In the event that the Employee or anyone on his/her behalf commences or continues any proceedings against the Employer, any organisation to which the Employee's employment may transfer under TUPE and/or any of its or their present or former employees or officers for any of the claims set out in paragraphs 3 and 4, of this Agreement or otherwise then the Employee agrees to repay to the Employer an amount equivalent to the Implementation Compensation paid to the Employee under this Agreement. The Employee agrees that in such circumstances, the said sum is recoverable from him/her as a debt.
7. Payment of the Implementation Compensation by the Employer is made on the understanding that there is no admission of liability by the Employer.
8. For the avoidance of doubt, this Agreement does not affect any rights which the Employee may have in relation to any other claim against the Employer, any organisation to which the Employee's employment may transfer under TUPE and/or any of its or their present or former employees or officers including without limitation, any claim for personal injury or in connection with the Employee's accrued pension rights.

It is agreed that this schedule forms an integral part of the attached COT3 form.

Employee: -----

Date: -----

For and on

Behalf of the Employer: -----

Date: -----