



BUSINESS CASE – SETTLEMENT AGREEMENT

SECTION 1: EMPLOYEE INFORMATION

EMPLOYEE NAME:	XX	JOB TITLE:	XX
DIRECTORATE:	XX	DIVISION:	XX
SECTION:	XX	MANAGER:	XX

SECTION 2: BACKGROUND INFORMATION

XX has occupied a fixed term post in xx since November 2010 on a redeployment basis. Previously xx was employed as a Line Manager in xx, based in xx. XX's fixed term contract in xx was due to end on the 30th June 2012, but as there was still outstanding work to be completed in conjunction with another team, it was agreed to extend XX's contract until the 28th September 2012.

However, recent concerns have been raised and it has been alleged that XX's standard of work has fallen and this has included acts that could be interpreted as gross misconduct. The specific allegation is that there are irregularities in XX's paperwork including the falsification of documents.

An initial investigation has been undertaken and this has indicated that the matter should be dealt with in line with the Council's Disciplinary Procedure, and that XX should be suspended to allow the investigation to take place.

XX attended a meeting with XX's Line Manager and a representative from HR on Wednesday 11th August 2012, and it was explained to XX that the Council intended on formally investigating the matter, and as such XX was suspended on full pay from that date.

Discussions also took place regarding the possibility of arriving at a mutually beneficial conclusion, which would result in XX's contract being ended and a payment made. In this instance, the formal investigation would not commence. XX was asked to consider this option, and XX advised the following day that this option would be acceptable and a suitable settlement agreement would be drawn up for signature.

SECTION 3: RISKS / BENEFITS TO SERVICE – RATIONALE FOR DECISION

By not agreeing a swift resolution, XX would remain on full pay, while suspended. Given leave commitments of the Investigating Officer and HR support, it is likely that an investigation could take up to three months, or possibly beyond.

In the event of XX being dismissed, they would then also be able to exercise their right to appeal and also to submit a claim to an ET.

SECTION 4: OTHER OPTIONS CONSIDERED

The alternative to a settlement agreement would be to carry out a formal investigation which would be time consuming.

SECTION 5: COST

If XX remained an employee while an investigation is carried out, they would attract salary costs of £xx per month (plus on costs)

Assuming an investigation could take three months, this could mean total costs of xx

The settlement proposal is to end the contract and pay £xx. This figure is based on the redundancy sum XX would have been entitled to, if the Council had been unable to find an alternative post for XX via redeployment. There would also be a £100 payment in relation to Employees Obligations in accordance with the Settlement Agreement and £350 Legal Fees.

If the decision was taken not to terminate XX employment at the conclusion of the disciplinary process we would then have to serve notice and potentially incur a redundancy payment.

SECTION 6: MANAGEMENT AUTHORISATION - OUTCOME

Head of Service Signature: _____ Date:

Director Signature: _____ Date:

Head of HR Signature: _____ Date: