



UNCLASSIFIED

Email to: [REDACTED]

Our reference: FOI/20118661

Date: 15th October 2013

Resources Directorate

Sue Iannantuoni
Assistant Director to Human Resources
Resources Directorate
Council House
Earl Street
Coventry CV1 5RR

Direct tel no: 02476 832125
Fax no.: 02476 833266

Email: sue.iannantuoni@coventry.gov.uk

Dear [REDACTED]

Freedom of Information Act 2000

Thank you for requesting information regarding compromise agreements.

Your request has been considered under the Freedom of Information Act 2000 (The Act).

Request:

1. Please disclose how many staff have signed compromise agreements in the following years: 2012, to date in 2013. Please provide a month-by-month breakdown.

Response:

Please see figures below for 2012 and for 2013 to date. Please note for Questions 1 and 2 that these figures only include Council staff who have signed compromise agreements.

The figures provided do not include school staff. To advise and assist you further with this, schools are classed as separate public authorities under the Act and you can make requests directly to them. A list of Coventry school contact details are included at the link below:

http://www.coventry.gov.uk/directory/10/schools_and_their_contact_details

| | | |
|----------------|-----------------|-------------------|
| Jan. 2012 – 1 | Feb. 2012 – 0 | March 2012 – 0 |
| April 2012 – 3 | May 2012 – 0 | June 2012 -1 |
| July 2012 – 0 | August 2012 – 0 | Sept 2012 – 1 |
| Oct 2012 – 1 | Nov 2012 – 1 | December 2012 - 0 |

Total 2012 - 8

| | | |
|----------------|---------------|------------------------|
| Jan. 2013 – 0 | Feb. 2013 – 0 | March 2013 – 1 |
| April 2013 – 2 | May 2013 – 1 | June 2013 to date - 1. |

Total 2013 – 5

2. Please disclose in each case the cost of severance package

Response:

2012: - £153,362.57

2013 to date: £284,890.00

Please note that in relation to **Question 2** of your request, that we have provided details of the total costs of severance packages for each year, and that details regarding the costs of individual severance packages in each case have not been provided, as the Council considers that this meets the definition for personal data set out in Section 1(1) of the Data Protection Act 1998 ("DPA") as:

"data which relate to a living individual who can be identified - (a) from those data, or (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual"

The Council thus considers that the requested information is caught by the exemption to disclosure contained in Section 40 (2) of the Act and the related first condition of Section 40 (3).

To explain further, a disclosure made under the provisions of the Act is judged to be a disclosure to the wider world and here the Council must consider disclosure of personal information in line with the provisions of the DPA.

In this instance it is judged that the personal information relating to the signing of compromise agreements is being processed by the Council for the purposes of employment and not for any wider disclosure purposes.

The individuals concerned would have no reasonable expectation that their details would be disclosed to the world-at-large and given the specific nature of the issues, relating as they do to particular individuals, it would not be possible to suitably anonymise this information.

Any disclosure of this information would thus be judged in this instance to breach DPA principles, notably the first principle – that of fair and lawful processing and the second principle-that of processing for specified and not-incompatible purposes.

3. Please disclose in each case how many included so-called "gagging clauses", such as: "You will not, directly or indirectly, make any detrimental or derogatory statements about your employment, its termination, the employer or any of our directors or employees."

Response:

The Council does not use the term “gagging clause”, but every compromise agreement contains an "adverse comments" clause and a “confidentiality” clause.

4. Please provide the wording of a "gagging clause" used in one of the agreements.

Response:

ADVERSE COMMENTS CLAUSE:

“The Employee shall not, and the Council shall use its reasonable endeavours to ensure that its employees and officers shall not, make any adverse or derogatory comments about the other party to this Agreement or do anything which shall or may bring the Council, its directors or employees or the Employee into disrepute”

CONFIDENTIALITY CLAUSE:

“The parties agree that the terms of this agreement are confidential and neither will disclose the content of this Agreement or the matters relating to it to any third party, except to the Employee’s professional advisers including any Trade Union Official or as required by law”.

Please note, under the Re-Use of Public Sector Information 2005 Regulations you are free to use this information for your own use or for the purposes of news reporting. However, any other type of re-use under the Regulations, for example; publication of the information or circulation to the public, will require permission of the copyright owner and may be subject to terms and conditions. For documents where the copyright does not belong to Coventry City Council you will need to apply separately to the copyright holder.

You have a right to make representations about the outcome or handling of your request – in the first instance this must be made in writing within 40 working days of the date of this letter, to the Council's Information Governance Team at:

Council House, Room 21a
Lower Ground Floor
Earl Street, Coventry.
CV1 5RR
infogov@coventry.gov.uk

If you have done this and are still dissatisfied, the Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Yours sincerely

Sue Iannantuoni
Assistant Director – Human Resources