

Name of meeting: Personnel Committee

Date: 24<sup>th</sup> November 2014

Title of report: Policy on Personal Accident Cover for Assaults and Accidents at Work.

Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Not applicable
Is it in the <a href="#">Council's Forward Plan</a> ?	Not applicable
Is it eligible for "call in" by <a href="#">Scrutiny</a> ?	Not applicable
Date signed off by <u>Director</u> & name	Jacqui Gedman 14 November 2014
Is it signed off by the Director of Resources?	David Smith 14 November 2014
Is it signed off by the Assistant Director - Legal & Governance?	Julie Muscroft 14 November 2014
Cabinet member <a href="#">portfolio</a>	

Electoral [wards](#) affected: None

Ward councillors consulted: None

Public:

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## 1. Purpose of report

To confirm the Council's policy on personal accident cover and employee compensation for assaults and accidents whilst employees are at work and also to clarify the position on accidents occurring on the commute to and from work.

## 2. Key points

- The current Employee Handbook whilst referring to an agreement on personal accidents at work lacks details of the criteria and cover of any compensation to be made to an employee who suffers an assault/accident at work.
- The old terms and conditions (Purple book), does make reference to a payment equivalent to 5x salary for employees who die or are permanently disabled as a result of an assault whilst at work. The payment would be made to the employee/estate.

- The old terms and conditions (Purple book), are silent on accidents at work and accidents also occurring on the commute to and from work.
- Travel to and from work is deemed to be the responsibility of the employee; the Council does not accept liability for accidents occurring on these journeys. Employees who use their own vehicles for commuting are required to have adequate personal insurance.

### **3. Implications for the Council**

To identify a clear understanding of the Council's policy on Personal Accident Cover for Assaults and Accidents at Work.

To Clarify the Council's position on Accidents occurring whilst an employee commutes to/from work.

### **4. Consultees and their opinions**

Insurance Services – Neil Heppenstall

Legal Services – John Chapman

HR Services – Rosemary Gibson, Margaret Lunn

Directors Group

- The Council to consider making an ex-gratia compensation payment to employees in relation to assaults and accidents that occur whilst the employee is undertaking their duties at work.
- No compensation payments to be made to employees in relation to accidents occurring on an employee's commute to/from work.

### **5. Officer recommendations and reasons**

The Personal Accident Cover for Assault and Accidents at Work Policy to be updated to include clarification on compensation payments to employees.

Travel to and from work to be deemed the responsibility of the employee, as the Council does not accept liability for accidents occurring on these journeys.

### **6. Contact officer and relevant papers**

Rosemary Gibson, Head of HR Services, Tel: 71761

Current Employee Handbook – Personal Accident cover for Assault and Accidents at Work – Extract Section 8.14

Old Terms and Conditions (Purple/Green/Blue book)

### **7. Assistant director responsible**

Kim Brear, Assistant Director, Streetscene & Housing

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### 8.13. Market Rate Supplements

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The principles for applying a supplement are set out in the Market Rate Supplement policy.

### 8.14. Personal Accident Cover for Assault and Accidents at Work

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There is an agreement with regard to personal accidents at work. Please contact your manager if you need to refer to this policy.

### 8.15. Equality and Diversity

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- 8.15.1. The council opposes all forms of discrimination and believes in treating all employees fairly regardless of their race, gender, gender identity, disability, sexual orientation, age, religion or belief.
- 8.15.2. All employees will be made aware of the council's equality and diversity strategy and the policy statement during induction which covers all aspects of discrimination and encouraged to refresh awareness through training sessions, team briefings and one-to-one discussions.
- 8.15.3. Employees are expected to maintain the highest standards of behaviour when dealing with areas of diversity both inside and outside the council. Failure to do so will result in formal action.

### 8.16. Early retirement and severance policy

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The council has a provision for you to access early retirement. Approval for this is dependent on the needs of the council.

### 8.17. Whistleblowing

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The council provides the opportunity for you to raise genuine concerns if you believe colleagues are behaving inappropriately. You can report concerns through an answerphone without leaving your name if you wish.

### 8.18. Reducing the risk of fraud

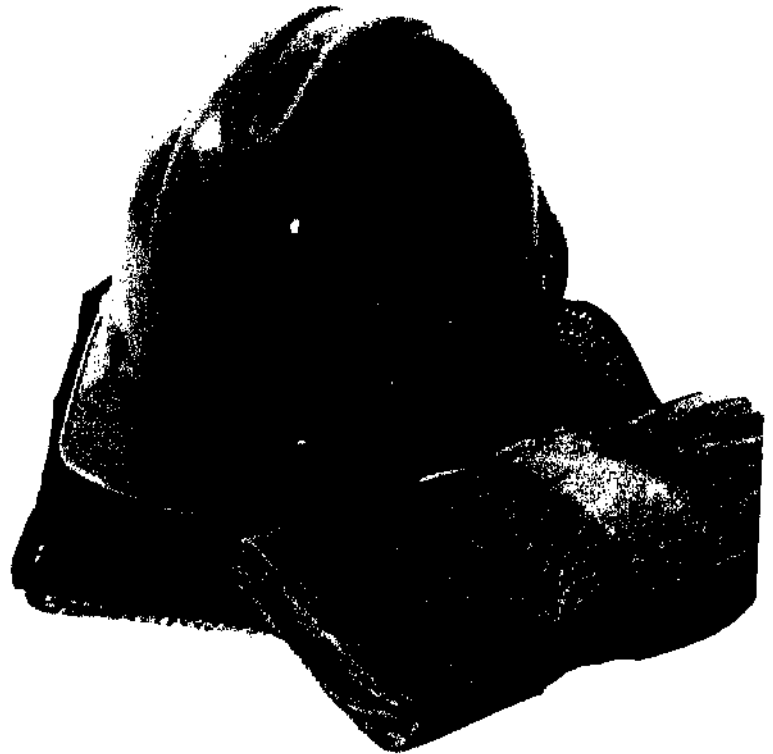
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If we find out, or have reasonable grounds to suspect, that you have committed fraud, theft or similar then we will investigate. This could lead to disciplinary action which could result in your immediate dismissal.

### 8.19. Health and Safety

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Under the Health and Safety at Work Act (1974) you are personally responsible for your own health and safety and that of your colleagues and visitors. You must report any accidents or near misses to your manager for recording in the Accident or the Incident Book immediately. You must familiarise yourself with the council's policy on health and safety, which is on intranet or from your manager. You must also read and ensure that you understand the fire procedure for the area where you work.





'Purple book'

APPENDIX J

SCALE OF COMPENSATION FOR THE APPLICATION OF PARAGRAPH 97 OF THE SCHEME

Payments to Staff in the event of death or permanent disablement arising from assault

1. Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of the assault .. 100%
2. Permanent total and absolute disablement (other than as Item 1) from engaging in or giving attention to any profession or occupation of any kind 100%
3. Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:
 

	Right (to be reversed if insured person is left-handed)	Left (to be reversed if insured person is left-handed)															
(a) Total loss of hearing in both ears .. .. .	..	..															
(b) Total loss of hearing in one ear .. .. .	..	..															
(c) Complete loss of use of hip or knee or ankle .. .. .	..	..															
(d) Removal of the lower jaw by surgical operation .. .. .	..	..															
(e) Fractured leg or foot with established non-union .. .. .	..	..															
(f) Fractured knee-cap with established non-union .. .. .	..	..															
(g) Shortening of a leg by at least 3 centimetres .. .. .	..	..															
(h) Loss by amputation or complete loss of: <table border="0" style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 60%;">(i) one thumb .. .. .</td> <td style="width: 20%; text-align: center;">20%</td> <td style="width: 20%; text-align: center;">17 1/2 %</td> </tr> <tr> <td>(ii) one index finger .. .. .</td> <td style="text-align: center;">15%</td> <td style="text-align: center;">12 1/2 %</td> </tr> <tr> <td>(iii) any other finger .. .. .</td> <td style="text-align: center;">10%</td> <td style="text-align: center;">7 1/2 %</td> </tr> <tr> <td>(iv) one big toe .. .. .</td> <td style="text-align: center;">10%</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>(v) any other toe .. .. .</td> <td style="text-align: center;">3%</td> <td style="text-align: center;">3%</td> </tr> </table>	(i) one thumb .. .. .	20%	17 1/2 %	(ii) one index finger .. .. .	15%	12 1/2 %	(iii) any other finger .. .. .	10%	7 1/2 %	(iv) one big toe .. .. .	10%	10%	(v) any other toe .. .. .	3%	3%	..	..
(i) one thumb .. .. .	20%	17 1/2 %															
(ii) one index finger .. .. .	15%	12 1/2 %															
(iii) any other finger .. .. .	10%	7 1/2 %															
(iv) one big toe .. .. .	10%	10%															
(v) any other toe .. .. .	3%	3%															

(b) On both Sides the National Council agrees that the interests of local authorities and their staffs are best served by individual officers joining an organisation representing them on the National Council.

96. Safeguarding of Staff

- (a) Where an officer under his previously existing contract of service is receiving a higher salary or would progress to a higher salary than that applicable to the current grading of his post under this Scheme such higher salary or progressive higher salary shall be preserved in his case; otherwise the Scheme shall apply in its entirety.
- (b) Where a higher salary or a progressive higher salary under a former contract of service is preserved the officer is not entitled to any temporary benefit which may be afforded by the salary scale applicable under the Scheme to the grading of the post.

97. Payments to Staff in the Event of Death or Permanent Disablement arising from Assault

(a) Employing authorities shall make payments in accordance with sub-paragraph (b) hereof to any employee or, in the event of death, jointly to the dependants of any employee whose contract of service incorporates this Scheme of Conditions of Service as amended from time to time, in the event of death or permanent disablement of the employee arising from a violent or criminal assault suffered by the employee in the course, or as a consequence, of his employment.

(b) The amounts payable under sub-paragraph (a) are as follows:-

- (i) In the event of death within twelve months from the date of the assault and, in the opinion of the employing authority, by reason thereof, where the employee has left one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater. Where the employee has left no dependants, the sum of £950 shall be payable.
- (ii) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in Appendix J to this Scheme of five times the gross remuneration applying at the date of the assault or of £35,000, whichever is the greater; provided that such payments shall, at the discretion of the employing authority, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.

Note:

"Dependants" in this paragraph means (a) a spouse residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee; and/or (b) a child who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full time education, or is regarded as an apprentice under the statutory provisions relating to family allowances; and/or (c) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (b) above.

(c) This recommendation is not intended to prevent an employing authority from paying amounts exceeding those specified in sub-paragraph (b) if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the authority is satisfied that such provision can lawfully be made.

98. Suggestions leading to increase in efficiency

(a) The National Council support all efforts made by local authorities and their staffs to achieve the most efficient administration of the authority's affairs and the

'Green book'

- 6.6 An authorised car user may apply to the authority for financial assistance to purchase a car.
- 6.7 The allowances are contained on the card inside the back cover and will be reviewed by the NJC each year to take effect from 1 April or during the year as necessary.

**Notes.**

- (a) *Where a local authority authorises the use of a car in excess of 1450 cc it should fix an allowance not lower than that prescribed for the category 1200 to 1450 cc.*
- (b) *The lowest category of allowance (451 to 999 cc) shall be payable only to employees actually using a vehicle with an engine falling into the 451 to 999 cc category.*
- (c) *The scale of allowance to be paid to authorised employees of a local authority for the casual use of private motor cars whilst engaged on official duties operates so that a casual user does not at any mileage figure receive more than would have been received under the essential user allowance.*

**7. Payments to Employees in the Event of Death or Permanent Disablement Arising from Assault**

- 7.1 Employing authorities shall make payments in accordance with sub-paragraph (7.2) hereof to any employee or, in the event of death, jointly to the dependants of any employee whose contract of service incorporates this National Agreement as amended from time to time, in the event of death or permanent disablement of the employee arising from a violent or criminal assault suffered by an employee in the course, or as a consequence, of their employment.
- 7.2 The amounts payable under sub-paragraph (7.1) are as follows:-
  - (i) In the event of death within twelve months from the date of the assault and, in the opinion of the employing authority, by reason thereof, where the employee has left

one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater. Where the employee has left no dependants, the sum of £950 shall be payable.

- (ii) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in this Scheme of five times gross remuneration applying at the date of the assault or £35,000, whichever is the greater; provided that such payments shall, at the discretion of the employing authority, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.
- 7.3 This recommendation is not intended to prevent an employing authority from paying amounts exceeding those specified in sub paragraph (7.2) if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the authority is satisfied that such a provision can lawfully be made.

**7.4 Scale of Compensation**

- (i) Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within twelve months from the date of the assault.....100%
- (ii) Permanent total and absolute disablement (other than as stated at Item 1) from engaging in or giving attention to any profession or occupation of any kind .....100%
- (iii) Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:

'Green book'

(a)	Total loss of hearing in both ears	40%	
(b)	Total loss of hearing in one ear	10%	
(c)	Complete loss of use of hip or knee or ankle	20%	
(d)	Removal of the lower jaw by surgical operation	30%	
(e)	Fractured leg or foot with established non-union	25%	
(f)	Fractured knee-cap with established non-union	20%	
(g)	Shortening of a leg by at least 3 centimetres	15%	
(h)	Loss by amputation or complete loss of :		
		<b>Right</b> <b>Left</b>	
		To be reversed if insured person is left handed	
(i)	one thumb	20%	17.5%
(ii)	one index finger	15%	12.5%
(iii)	any other finger	10%	7.5%
(iv)	one big toe	10%	10%
(v)	any other toe	3%	3%

'Blue book'

25. INSURANCE

(a) Personal Accident Cover for Assault

The Authority provides insurance cover for its employees against death or injury occasioned by assault whilst engaged in the performance of their duties. The cover is in accordance with the provisions and conditions of the Authority's insurance policy.

(b) Indemnity Clause

The Authority provides insurance cover for its employees against claims made for any loss or damage (other than personal injury or damage to property) occasioned by neglect, error, omission or commission, committed by the Authority, in accordance with the provisions and conditions of the Authority's insurance policy.