

# Public Document Pack



**Assistant Director, Governance and  
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Friday 3 July 2015

## Notice of Meeting

Dear Member

### Personnel Committee

The **Personnel Committee** will meet in the **Leadership Meeting Room, Civic Centre 3, High Street, Huddersfield, HD1 2TG** at **11.00 am** on **Thursday 9 July 2015**.

The items which will be discussed are described in the agenda and there are reports attached which give more details.

A handwritten signature in black ink, appearing to read "Julie Muscroft".

**Julie Muscroft**

**Assistant Director of Legal, Governance and Monitoring**

Kirklees Council advocates openness and transparency as part of its democratic processes. Anyone wishing to record (film or audio) the public parts of the meeting should inform the Chair/Clerk of their intentions prior to the meeting.

## **The Personnel Committee members are:-**

### **Member**

Councillor David Sheard (Chair)  
Councillor Jean Calvert  
Councillor Andrew Cooper  
Councillor David Hall  
Councillor Robert Light  
Councillor Peter McBride  
Councillor Shabir Pandor  
Councillor Graham Turner  
Councillor Nigel Patrick  
Councillor Nicola Turner

When a Personnel Committee member cannot be at the meeting another member can attend in their place from the list below:-

### **Substitutes Panel**

#### **Conservative**

B Armer  
D Bellamy  
N Patrick  
K Sims  
J Taylor  
G Wilson

#### **Green**

K Allison  
A Cooper  
R Barraclough

#### **Independent**

C Greaves

#### **Labour**

E Firth  
S Hall  
K Rowling  
M Sokhal  
G Turner  
S Ullah

#### **Liberal Democrat**

C Burke  
J Lawson  
A Marchington  
A Pinnock  
P Scott

# Agenda

## Reports or Explanatory Notes Attached

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**Pages**

**1: Minutes of Previous Meeting**

1 - 6

To approve the Minutes of the meeting of the Committee held on 16 March and 20 May 2015.

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**2: Membership of the Committee**

This is where Councillors who are attending as substitutes will say for whom they are attending.

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**3: Interests**

7 - 8

The Councillors will be asked to say if there are any items on the Agenda in which they have disclosable pecuniary interests, which would prevent them from participating in any discussion of the items or participating in any vote upon the items, or any other interests

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**4: Admission of the Public**

Most debates take place in public. This only changes when there is a need to consider certain issues, for instance, commercially sensitive information or details concerning an individual. You will be told at this point whether there are any items on the Agenda which are to be discussed in private.

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## **5: Deputation/Petitions**

The Committee will receive any petitions and hear any deputations from members of the public.

A deputation is where up to five people can attend the meeting and make a presentation on some particular issue of concern. A member of the public can also hand in a petition at the meeting but that petition should relate to something on which the body has powers and responsibilities.

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## **6: Public Question Time**

The Committee will hear any questions from the general public.

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## **7: Proposed amendments to Employee Relations Sub Committee Terms of Reference**

9 - 12

To seek approval to amend the mechanism by which the outcome of the officer appeal panel may be referred to ER Sub Committee and to clarify the remit of the group where a matter is referred from CNT.

Officer: Rosemary Gibson

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## **8: Policy on Personal Accident Cover for Assaults and Accidents at Work.**

13 - 34

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.

Officer: Rosemary Gibson

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## **9: Exclusion of the Public**

To resolve that under Section 100(A)(4) of the Local Government Act 1972, the public be excluded from the meeting during consideration of the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act.

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## **10: Policy on Personal Accident Cover for Assaults and Accidents at Work**

35 - 76

To consider the application of the principles of the Council's policy on personal accident cover for assaults and accidents at work in relation to an employee.

Officer: Rosemary Gibson

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## **11: Update on Human Resources and Industrial Relations Issues**

To receive an update concerning ongoing consultations and negotiations with Trade Unions on Human Resources Issues.

Officer: Rosemary Gibson

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PC9

Contact Officer: Steve Copley

**KIRKLEES COUNCIL**  
**PERSONNEL COMMITTEE**

**Monday 16 March 2015**

Present: Councillor Sheard (in the Chair)  
Councillors Calvert, McBride and G Turner

- 1 Membership of Committee**  
Apologies for absence noted on behalf of Councillors Andrew Cooper, Robert Light and Nicola Turner.
- 2 Minutes of previous meeting**  
The Minutes of the Personnel Committee meeting on 11 February 2015 were approved.
- 3 Interests**  
No interests were declared.
- 4 Admission of the public**  
Members resolved to consider items 9 and 10 in private session, as they both contain exempt information.
- 5 Deputations and petitions**  
No deputations or petitions were received.
- 6 Public question time**  
No questions were submitted.
- 7 The Introduction of a Living Wage for Kirklees Council Staff**  
Ruth Redfern, Director for Communities, Transformation and Change, introduced a report to seek the Committee's approval to introduce a living wage for the Kirklees Council workforce from April 2015.

The report set out the costs and implications associated with the recommendations for change for Kirklees Council, local schools and other parties who employ staff to provide local services.

**RESOLVED -**

That the Personnel Committee approves the recommendations set out in the report to make the changes to the terms and conditions of employment to facilitate the introduction of a Living Wage for Kirklees Council employees. These recommendations are:-

(1) To introduce a Kirklees Living Wage of £7.88 for employees using the Single Status Employee Handbook.

(2) That the Living Wage is introduced on a contractual basis, committing the Council to a lowest pay rate of SCP 11 and that the agreed Living Wage is used for the payment of overtime/additional hours working.

(3) That the rate for the Kirklees Living Wage be reviewed by Directors as part of the budget process for 2016/17 with regard to wider circumstances rather than using future increases suggested by the Living Wage Foundation.

(4) That, in April 2015, Directors consider a further report looking at the effect of a market rate supplement on the Living Wage on differentials, in particular in catering and cleaning and in accordance with the Council policy on market rate supplements.

## **8 Exclusion of the public**

**RESOLVED** - That acting under Section 100(A)(4) of the Local Government Act, 1972, the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act, as specifically stated in the under mentioned minutes.

## **9 Human resources and industrial relations – Update**

(Exempt information relating to consultations and negotiations and contemplated consultations and negotiations in connection with a labour relations matter. The public interest in maintaining the exemption is that the disclosure of information would prejudice the outcome of consultations and negotiations with trade unions, which outweighs the public interest in disclosing the information.)

Further to the Personnel Committee on 11 February 2015, the Committee received a verbal update from Jacqui Gedman, Director of Economy, Skills and Environment and Rosemary Gibson, Head of Human Resources, on the progress made in the negotiations with the trade unions following the Central Negotiating Team meeting on 3 February 2015.

Officers also tabled a copy of a confidential HR/IR update (Dated 12 March 2015) to Directors, Assistant Directors and Senior Managers in the council to explain progress and the proposals which have been discussed and accepted.

Officers went on to answer member's questions about the next steps in the process.

### **RESOLVED -**

(1) The progress report be noted.



(2) Jacqui Gedman be delegated the authority to conclude the remaining negotiations with the trade unions and to formalise and sign off on the memorandum of understanding and the collective agreement that is still required

(3) A further progress report be shared with the Personnel Committee in due course.

**10**

**Changes to senior managers and their roles and responsibilities**

(Exempt information relating to particular employees. The public interest in maintaining the exemption, which would protect the rights of the individual under the Data Protection Act 1988, outweighs the public interest in disclosing the information and providing greater openness in the Council's decision making)

Adrian Lythgo, Chief Executive, introduced a report to seek the Committee's approval to a series of recommendations to deal with changes to senior managers and their roles and responsibilities from Spring 2015 onwards.

**RESOLVED -**

(1) The recommendations, as set out in paragraph 8 of the report, be approved, and subject to Adrian Lythgo consulting with Councillors Andrew Cooper, Robert Light and Nicola Turner about the process for the recruitment of an Assistant Director for Early Intervention and Prevention.

(2) A progress report will be shared with the Personnel Committee in due course.



PC1

Contact Officer: Steve Copley, Tel. 01484 221000

**KIRKLEES COUNCIL**  
**PERSONNEL COMMITTEE**

**Wednesday 20th May 2015**

Present: Councillor David Sheard (in the Chair)  
Councillor Jean Calvert  
Councillor Andrew Cooper  
Councillor David Hall  
Councillor Robert Light  
Councillor Peter McBride  
Councillor Shabir Pandor  
Councillor Graham Turner  
Councillor Nicola Turner

**1. Admission of the Public**

The Committee determined that the business for the meeting be considered in public.

**2. Sub-Committee and Appointment of Chairs thereof**

It was moved by Councillor Sheard, seconded by Councillor Calvert and;

**RESOLVED -**

(1) That the appointment of the Employee Relations Sub-Committee be approved and that the membership of the Sub-Committee be drawn from the Membership of the Personnel Committee as set out in the report at Item 14 of the Agenda of Annual Council.

(2) That Councillor Sheard be appointed as Chair of the Sub-Committee.

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<b>KIRKLEES COUNCIL</b>			
<b>COUNCIL/CABINET/COMMITTEE MEETINGS ETC</b>			
<b>DECLARATION OF INTERESTS</b>			
Personnel Committee			
<b>Name of Councillor</b>			
<b>Item in which you have an interest</b>	<b>Type of interest (eg a disclosable pecuniary interest or an "Other Interest")</b>	<b>Does the nature of the interest require you to withdraw from the meeting while the item in which you have an interest is under consideration? [Y/N]</b>	<b>Brief description of your interest</b>

Signed: ..... Dated: .....

## NOTES

### Disclosable Pecuniary Interests

If you have any of the following pecuniary interests, they are your disclosable pecuniary interests under the new national rules. Any reference to spouse or civil partner includes any person with whom you are living as husband or wife, or as if they were your civil partner.

Any employment, office, trade, profession or vocation carried on for profit or gain, which you, or your spouse or civil partner, undertakes.

Any payment or provision of any other financial benefit (other than from your council or authority) made or provided within the relevant period in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses.

Any contract which is made between you, or your spouse or your civil partner (or a body in which you, or your spouse or your civil partner, has a beneficial interest) and your council or authority -

- under which goods or services are to be provided or works are to be executed; and
- which has not been fully discharged.

Any beneficial interest in land which you, or your spouse or your civil partner, have and which is within the area of your council or authority.

Any licence (alone or jointly with others) which you, or your spouse or your civil partner, holds to occupy land in the area of your council or authority for a month or longer.

Any tenancy where (to your knowledge) - the landlord is your council or authority; and the tenant is a body in which you, or your spouse or your civil partner, has a beneficial interest.

Any beneficial interest which you, or your spouse or your civil partner has in securities of a body where -

- (a) that body (to your knowledge) has a place of business or land in the area of your council or authority; and  
(b) either -

the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or  
if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you, or your spouse or your civil partner, has a beneficial interest exceeds one hundredth of the total issued share capital of that class.



Name of meeting: Personnel Committee  
Date: 9<sup>th</sup> July 2015

Title of report: Proposed amendments to Employee Relations Sub Committee terms of reference

Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	n/a
Is it in the <a href="#">Council's Forward Plan</a> ?	n/a
Is it eligible for "call in" by <a href="#">Scrutiny</a> ?	n/a
Date signed off by <u>Director</u> & name	26.06.15 Jacqui Gedman, Director of Place
Is it signed off by the Director of Resources?	No financial implications
Is it signed off by the Assistant Director - Legal & Governance?	n/a
Cabinet member <a href="#">portfolio</a>	Cllr G Turner

Electoral [wards](#) affected:  
Ward councillors consulted:

Public or private: Public

## 1. Purpose of report

To seek approval to amend the mechanism by which the outcome of the officer appeal panel may be referred to ER Sub Committee and to clarify the remit of the group where a matter is referred from CNT.

The current terms of reference for Employee Relations Sub Committee are attached as appendix A.

## 2. Key points

During the recent local negotiations, which led to a positive outcome, there has been a recurring theme around the mechanism by which the outcome of the officer appeal panel can be referred to ER Sub Committee. The "gatekeeper" role currently sits at officer level and this in itself creates an anxiety amongst Trade Unions, irrespective of which officer it may be. The specified post which is at Assistant Director level no longer exists so there needs to be some amendment. Following on from the recent agreements reached through the local negotiations, it would help build trust and

confidence if this “gatekeeper” role was undertaken by an officer in consultation with an elected member, the suggestion being this would be the Head of Human Resources in consultation with the Resources portfolio holder as the member role falls most appropriately within the remit of Resources portfolio holder.

Again in concluding the local negotiations, the opportunity was taken to refresh the IR Strategy Framework to ensure that it is appropriate to the current challenges and encourages resolution at the lowest appropriate level.

It would support this objective if point 3 were expanded to say “To hear disputes that have previously been presented to Central Negotiating Team and which result in either or both parties disagreeing with the outcome, *so as to determine whether to support the management case or the Trade Union case with clear direction as to the areas where they believe further negotiation is possible*”.

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

Both these proposed amendments would help to build trust and confidence at a time where the council is undergoing significant challenges in all areas, and would be supportive to officers engaged in IR.

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

Resources Portfolio Holder, Director of Transformation and Change, Director for Place, Head of HR, Unison, GMB and Unite have all been consulted and support these proposals.

### **5. Next steps**

Subject to approval of Personnel Committee to revise the terms of reference for ER Sub Committee.

### **6. Officer recommendations and reasons**

That Personnel Committee agree to amend the terms of reference for ER Sub Committee so that the Head of Human Resources in consultation with Resources Portfolio holder replaces the AD Support Service as “gate keeper” in respect of referrals from the officer appeals panel so as to help build trust and confidence in the process.

The wording of point 3 is amended as indicated above to read “To hear disputes that have previously been presented to Central Negotiating Team and which result in either or both parties disagreeing with the outcome, *so as to determine whether to support the management case or the Trade Union case with clear direction as to the areas where they believe further negotiation is possible*”.

### **7. Cabinet portfolio holder recommendation**

Cllr G Turner supports these recommendations.

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

Rosemary Gibson, Head of HR



**9. Assistant director responsible**

n/a

**Employee Relations Sub-Committee**  
(Sub-Committee of the Personnel Committee)

**Membership**

8 members of the Council on a ratio of 3:3:2.

4:3:1

**Quorum**

3 members (providing that these are not all from the same political group)

**Terms of Reference**

Delegated responsibility for:

1. Following a referral from the Assistant Director Support Services, to review decisions of an Officer Appeal Panel relating to employment matters in situations where it is alleged that:
  - (a) The findings of an Officer Appeal Panel are based on a judgement that is considered perverse ie the rationale for the decision of the panel is not supported by the evidence submitted and there is evidence that is contrary to the findings;  
or
  - (b) Due process has not been followed.
2. Following the review, to make one of the following recommendations:
  - (a) To confirm that the process followed by the panel and/or the judgement reached by the panel was appropriate and reasonable and that the final decision should stand;
  - (b) To determine that the process followed by the panel and/or the judgement reached by the panel was not appropriate and that either:
    - (i) The panel should reconsider its findings in the light of the comments of the Sub Committee; or
    - (ii) A new Officer Appeal Panel should be convened to re-hear the appeal.
- (c) To determine whether the process followed and/or judgement of the original service hearing was inappropriate and/or unreasonable and whether this had been taken into consideration by the Officer Appeal Panel and, if so:
  - (i) To ask the panel to reconsider the case taking these views into account;  
or
  - (ii) If feasible, ask for the case to be re-investigated/re-heard with a new commissioning manager etc.
3. To hear disputes that have previously been presented to the Central Negotiating Team and which result in either or both parties disagreeing with the outcome.



Name of meeting: Personnel Committee  
Date: 9<sup>th</sup> July 2015

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?	Yes / No or “not applicable” If yes give reason why
Is it in the <a href="#">Council’s Forward Plan</a> ?	Yes/ No or “not applicable” If yes give date it first went in
Is it eligible for “call in” by <a href="#">Scrutiny</a> ?	Yes/ No or “not applicable” If no give reason why not
Date signed off by <u>Director</u> & name	Jacqui Gedman
Is it signed off by the Director of Resources?	Yes financial implications June 2015
Is it signed off by the Assistant Director - Legal & Governance?	Yes legal implications June 2015
Cabinet member <a href="#">portfolio</a>	

Electoral [wards](#) affected: None  
Ward councillors consulted: None

Public:

## 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. (Appendix 1)
- The old terms and conditions (Purple book), made 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. (Appendix 2)
- The old terms and conditions (Purple book), were silent on accidents at work and accidents also occurring on the commute to and from work.

- At the 20<sup>th</sup> August 1991, Policy & Resources (Personnel) (Executive) Sub-Committee it was resolved that the Council have a Personal Accident Insurance Scheme policy (Appendix 3) for all employees, providing 3x annual earnings for death or permanent disability, subject to a minimum amount of £35,000. The arrangements as set out in the report to the Sub Committee were very detailed. The following clauses summarise the scope of the Scheme/ Agreement:
  - Under **The Activities** it stated ‘Whilst engaged on official duties on behalf of Kirklees Metropolitan Council including journeys directly connected therewith and journeys directly between private residences and place of business.
  - Under the **General Conditions** it stated:
    - a) Any benefit as set out in the schedule shall be reduced by the amount of any damages, compensation or other benefits or allowances receivable in respect of the injury giving rise to an entitlement to benefit except where such benefit arises under a contract of insurance effected by or on behalf of the employee concerned.
    - b) The Authority may in their absolute discretion withhold or part of any benefit where the negligence or misconduct of the injured employee has caused or contributed to the event giving rise to the injury or the injury itself.
    - c) This scheme shall not provide for the payment of any benefit where an otherwise qualifying incapacity is consequent upon war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
    - d) It is a condition precedent to any payment under this scheme that an employee (or in the event of his/her death, his/her dependent (s)) shall at his/her/their expense take all reasonable steps to obtain all benefits to which he/she/they are entitled from whatever source or to obtain damages from any third party wholly or partly responsible for the injury giving rise to a payment under this scheme. Whether the terms of this condition have been met will be at the sole discretion of the Authority.
- The Employee Handbook was negotiated to replace the Purple Book conditions as the Council moved to single status. At 8.14 of the Employee Handbook (Appendix 1) it says:
  - **“Personal Accident Cover for Assault and Accidents at Work**  
There is an agreement with regard to personal accidents at work. Please contact your manager if you need to refer to this policy”

This is believed, by management, to refer to the insurance policy (as in an insurance policy schedule) rather than the 1991 Personal Accident Insurance Scheme referred to above. Management consider that the very detailed 1991 Personal Accident Insurance Scheme referred to

above was superseded by the Employee Handbook but this needs to be clarified to avoid any future doubt.

- The current insurance schedule enables payment to the employer where for example there is a need to invest in reasonable adjustments for an employee disabled as a consequence of accident.
- It is important therefore that the handbook is clarified. As a result it is proposed that the Personal Accident Cover for Assault and Accidents at Work insurance in future will cover:
  - Employees engaged on official duties on behalf of Kirklees Council. Including journeys undertaken whilst on official duties (i.e. standby) but excluding journeys between their home and 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
  - Employees would be expected to take all reasonable steps to obtain all benefits to which he/she/they are entitled from whatever source or to obtain damages from any third party wholly or partly responsible for the injury.

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

If the recommendations are agreed it will:

3.1 Clarify the Council's approach to Personal Accident Cover for Assaults and Accidents at Work and

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

3.3 The Council's Employee Handbook will be updated to reflect this.

### **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 and from work.

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

- For the avoidance of doubt it be confirmed that the 1991 Personal Accident Insurance Scheme referred to in section 2 of this report be formally rescinded
- Approval given to the introduction of Personal Accident Cover for Assault and Accidents at Work as referred to above which clarifies that:
  - Employees engaged on official duties on behalf of Kirklees Council will be covered including journeys undertaken whilst on official duties (i.e. standby).
  - Travel to and from work (not driving for work) to be deemed the responsibility of the employee, as the Council does not accept liability for accidents occurring on these journeys.
- It should be noted that there is always a facility for members to make a discretionary payment.

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

Rosemary Gibson, Head of HR Services, Tel: 71761

Appendix 1 Current Employee Handbook – Personal Accident cover for Assault and Accidents at Work – Extract Section 8.14

Appendix 2 Old Terms and Conditions (Purple/Green/Blue book)

Appendix 3 Documents in relation to the 20<sup>th</sup> August 1991, Policy & Resources (Personnel) (Executive) Sub-Committee

## **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

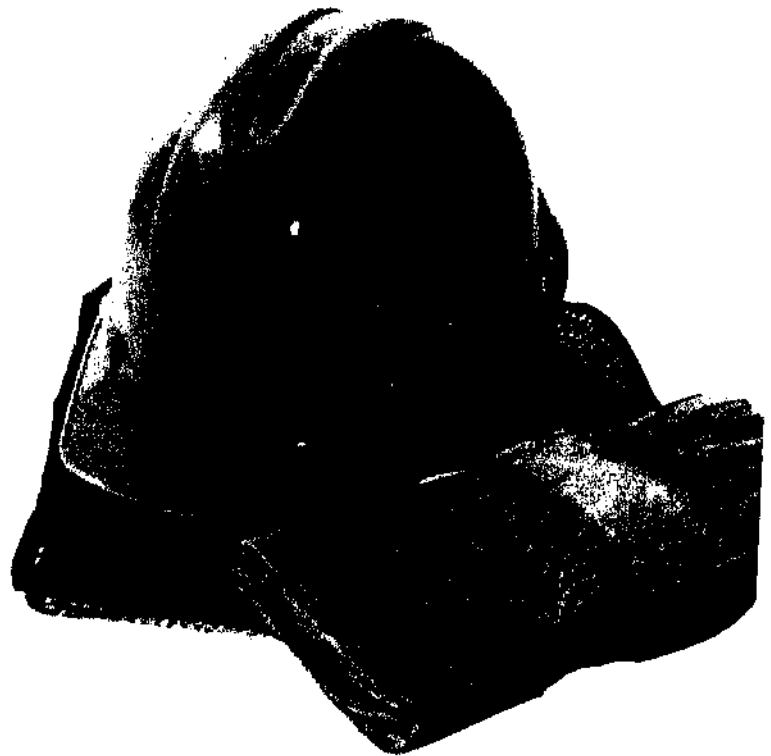
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If we find out, or have reasonable grounds to suspect, that you have committed fraud, theft or similar then we will investigate. This could lead to disciplinary action which could result in your immediate dismissal.

### 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:
 

(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:
 

Right (to be reversed if insured person is left-handed)	Left
(i) one thumb .. .. .	17 1/2 %
(ii) one index finger .. .. .	12 1/2 %
(iii) any other finger .. .. .	7 1/2 %
(iv) one big toe .. .. .	10 %
(v) any other toe .. .. .	3 %
(i) Complete loss of use of shoulder or elbow .. .. .	25 %
(i) Complete loss of use of wrist .. .. .	15 %

(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 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'

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:

- 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

'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.

## APPENDIX 3

### NATIONAL AND LOCAL GOVERNMENT OFFICERS' ASSOCIATION

#### Kirklees Metropolitan Council Branch

#### PERSONAL ACCIDENT INSURANCE

The Council have recently amended their Personal Accident Policy. Attached is a copy of the amended document and an explanatory letter from the Council's Chief Finance Officer. The main differences are as follows:

(All letter and number references are to the NEW document).

1. Section A

The period during which a death or disablement can occur after the sustaining of an injury is extended from 12 months to 24 months.

2. Section B Item (c)

Before only scheduled air flights were covered (i.e. excluding unscheduled air flights, helicopter flights etc.). Now all flights are covered where the member of staff is a passenger.

3. Section Item 3

Only 1 claim was allowed under the Scale of Compensation. Now more than one claim can be submitted under the Scale of Compensation as long as the total value of the claim is not more than 100%.

4. Section D Item 2

Item 2 has been altered to usual occupation rather than any profession or occupation. This means if you are prevented from your usual rather than any profession or occupation.

5. Additional Memoranda Item 3

Is irrelevant as there are no weekly payments in the Scheme.

6. Scale of Compensation Items K and L

These are additions and allow for compensation for:

- i) 5 sq cm of disfigurement of scar tissue from hair line, to and including, lower jaw and ears.
- ii) Loss or damage to teeth or dentures.

PAUL HOLMES  
PETER MIDGLEY  
22nd April, 1992.

PH/JCW/WSO/REPORTS/PA.APR

PERSONAL ACCIDENT POLICY

## Section A

## THE INDEMNITY

In the event of any of the persons insured described in the schedule forming part hereof sustaining bodily injury by violent accidental external and visible means as a result of which death or disablement occurs within 12 months of sustaining such injury and independently of any other cause the Authority will pay to the insured the sums shown in Section D - Scale of Compensation applicable to the injury sustained provided that such injury occurs during the currency of this Policy whilst the persons insured are engaged anywhere in the world in the activities set out in the schedule.

The Authority will in addition indemnify any person insured in respect of loss destruction or damage (not recoverable from any other source) of or to clothing and/or personal effects when such loss destruction or damage arises as a result of the person insured sustaining bodily injury for which the Authority is liable to pay compensation under this Policy.

## Section B

## EXCLUSIONS

No payment will be made in respect of death or disablement caused directly or indirectly by

- (1) suicide or attempted suicide, insanity, intoxication, the illegal use of drugs, venereal disease, pregnancy or childbirth.
- (2) any pre-existing mental or physical defect or infirmity of any person in respect of whom compensation would otherwise be payable but only if and to the extent to which such defect or infirmity prolongs the period of disablement or causes death or other permanent total disablement.
- (3) racing of any kind or travelling in or on or entering or disembarking from any airborne craft.

Travel as a passenger in duly licensed multi-engined conventional type passenger aircraft (other than helicopters) is not excluded.

## Section C

## SPECIAL CONDITIONS

1. The Insured shall furnish such information as the Authority may require and tender all possible assistance in connection with any claim hereunder. The Insured shall supply such evidence of death or injury and the cause thereof including a report of a qualified medical practitioner as the Authority may reasonable require and all certificates information and evidence required shall be furnished at the expense of the Insured. In case of death the Authority shall be entitled at its own expense to have a post mortem examination.
2. After notice shall have been given of any injury the medical representative of the Authority shall be allowed to visit and examine the injured person at all reasonable times and if such visit or examination is not permitted the insurance shall be void in respect of the said injury.



3. compensation in respect of any one person shall not be paid under more than one of the items in the scale of compensation in respect of the same period of time. Unless otherwise agreed the Authority shall not be liable in respect of any one person to make any further payment hereunder after a claim in respect of that person has been admitted in respect of permanent disablement of any kind.

GENERAL CONDITIONS

- (a) Any benefit as set out in the Schedule shall be reduced by the amount of any damages, compensation or other benefits or allowances receivable in respect of the injury giving rise to an entitlement to benefit except where such benefit arises under a contract of insurance effected by or on behalf of the employee concerned.
- (b) The Authority may in their absolute discretion withhold the whole or part of any benefit where the negligence or misconduct of the injured employee has caused or contributed to the event giving rise to the injury or to the injury itself.
- (c) This scheme shall not provide for the payment of any benefit where an otherwise qualifying incapacity is consequent upon war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (d) It is a condition precedent to any payment under this scheme that an employee (or in the event of his/her death, his/her dependent(s)) shall at his/her/their expense take all reasonable steps to obtain all benefits to which he/she/they are entitled from whatever source or to obtain damages from any third party wholly or partly responsible for the injury giving rise to a payment under this scheme. Whether the terms of this condition have been met will be at the sole discretion of the Authority.

Section D

SCALE OF COMPENSATION

Item	Amount Payable The undermentioned percentage of the capital sum shown in the schedule
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 of sustaining bodily injury within the meaning of this Policy ... ..	100%
2. Permanent total and absolute disablement (other than as stated in 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 tables:

(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 use of		Right	Left
(i)	one thumb..	...	20%	17½%
(ii)	one index finger.	...	15%	12½%
(iii)	any other finger.	...	10%	7½%
(iv)	one big toe	...	10%	10%
(v)	any other toe	...	3%	3%
(i)	Complete loss of use of shoulder or elbow.	...	25%	20%
(j)	Complete loss of use of wrist.	...	20%	15%

Memoranda

- (1) The benefits under (h), (i) and (j) shall be reversed in the case of a left-handed person.
- (2) In the case of other permanent partial disablement not specified in Item 3 the amount payable shall be such percentage of the capital sum as set out in the Schedule as is commensurate with the degree of permanent partial disablement when compared with the degree of disablement specified in Item 3.



SCHEDULE

(Declared to be incorporated in and to form part of this Policy)

INSURED:- KIRKLEES METROPOLITAN COUNCIL

PERSONS INSURED:- ALL THE EMPLOYEES OF KIRKLEES METROPOLITAN COUNCIL

PERIOD OF INSURANCE:- FROM NOON .....  
TO NOON .....

LIMIT OF LIABILITY:-

THE CAPITAL SUM ..... 3 X ANNUAL EARNINGS

NB: THE MINIMUM AMOUNT PAYABLE UNDER ITEMS 1 AND 2 OF THE SCALE OF COMPENSATION SHALL BE 35,000 AND ANY BENEFITS PAYABLE UNDER ITEM 3 (AND MEMORANDUM 2 TO THAT ITEM) OF THE SCALE OF COMPENSATION SHALL BE RELATED TO 35,000.

The Activities

Whilst engaged on official duties on behalf of Kirklees Metropolitan Council including journeys directly connected therewith and journeys directly between private residences and place of business.

NH/LN  
INS001.REP  
19 APRIL 1991



**Kirklees**  
METROPOLITAN COUNCIL

Chief Personnel Officer  
C.H. Pople

Pearl Assurance House  
John William Street  
Huddersfield  
West Yorkshire HD1 1BA

Tel: 0484 422133  
Fax: 0484 542942  
Telex: 94013537

Date 21 August 1991

Our Ref: CHP/JDM

Your Ref:

The Officer dealing with this matter is: Mr C H Pople

Ext:

Mr Paul Holmes  
Branch Secretary  
Britannic House  
Upperhead Row  
Huddersfield  
HD1 2PN

Dear Mr Holmes

**PERSONAL ACCIDENT INSURANCE SCHEME**

At the meeting of Policy & Resources (Personnel) (Executive) Sub-Committee - 20th August 1991 it was resolved :-

- (1) That the previous decision of this Sub-Committee in relation to Personal Accident Insurance, of 9 August 1990, be rescinded and approval be given to the introduction of a uniform Personal Accident Insurance Scheme for all employees, as outlined in the submitted report.
- (2) That Officers, historically covered by the provisions of the scheme for Directors and Deputy Directors, continue under that scheme on a personally protected basis.

The Personal Accident Scheme Cover will apply to all employees of Kirklees Metropolitan Council, including Manual Workers, and will provide three times annual earnings for death or permanent disablement, subject to a minimum amount of £35,000. This minimum amount will be indexed linked to APT & C salary increases with effect from July 1992.

Yours sincerely

C H POPLÉ  
CHIEF PERSONNEL OFFICER

CPO4.HOLMES-IJDM  
21 August 1991

<b>KIRKLEES NALGO</b>		
COPIES TO		
DATE	21 AUG 1991	REC'D
ACTION BY		
FILE NO.		

PERSONAL ACCIDENT POLICY

## Section A

## THE INDEMNITY

In the event of any of the persons insured described in the schedule forming part hereof sustaining bodily injury by violent accidental external and visible means as a result of which death or disablement occurs within 12 months of sustaining such injury and independently of any other cause the Authority will pay to the Insured the sums shown in Section D - Scale of Compensation applicable to the injury sustained provided that such injury occurs during the currency of this Policy whilst the persons insured are engaged anywhere in the world in the activities set out in the Schedule.

The Authority will in addition indemnify any person insured in respect of loss destruction or damage (not recoverable from any other source) of or to clothing and/or personal effects when such loss destruction or damage arises as a result of the person insured sustaining bodily injury for which the Authority is liable to pay compensation under this Policy.

## Section B

## EXCLUSIONS

No payment will be made in respect of death or disablement caused directly or indirectly by

- (1) suicide or attempted suicide, insanity, intoxication, the illegal use of drugs, venereal disease, pregnancy or childbirth.
- (2) any pre-existing mental or physical defect or infirmity of any person in respect of whom compensation would otherwise be payable but only if and to the extent to which such defect or infirmity prolongs the period of disablement or causes death or other permanent total disablement.
- (3) racing of any kind or travelling in or on or entering or disembarking from any airborne craft.

Travel as a passenger in duly licensed multi-engined conventional type passenger aircraft (other than helicopters) is not excluded.

## Section C

## SPECIAL CONDITIONS

1. The Insured shall furnish such information as the Authority may require and tender all possible assistance in connection with any claim hereunder. The Insured shall supply such evidence of death or injury and the cause thereof including a report of a qualified medical practitioner as the Authority may reasonable require and all certificates information and evidence required shall be furnished at the expense of the Insured. In case of death the Authority shall be entitled at its own expense to have a post mortem examination.
2. After notice shall have been given of any injury the medical representative of the Authority shall be allowed to visit and examine the injured person at all reasonable times and if such visit or examination is not permitted the insurance shall be void in respect of the said injury.



3. Compensation in respect of any one person shall not be paid under more one of the items in the Scale of compensation in respect of the same period of time. Unless otherwise agreed the Authority shall not be liable in respect of any one person to make any further payment hereunder after a claim in respect of that person has been admitted in respect of permanent disablement of any kind.

GENERAL CONDITIONS

- (a) Any benefit as set out in the schedule shall be reduced by the amount of any damages, compensation or other benefits or allowances receivable in respect of the injury giving rise to an entitlement to benefit except where such benefit arises under a contract of insurance effected by or on behalf of the employee concerned.
- (b) The Authority may in their absolute discretion withhold the whole or part of any benefit where the negligence or misconduct of the injured employee has caused or contributed to the event giving rise to the injury or to the injury itself.
- (c) This scheme shall not provide for the payment of any benefit where an otherwise qualifying incapacity is consequent upon war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (d) It is a condition precedent to any payment under this scheme that an employee (or in the event of his/her death, his/her dependent(s)) shall at his/her/their expense take all reasonable steps to obtain all benefits to which he/she/they are entitled from whatever source or to obtain damages from any third party wholly or partly responsible for the injury giving rise to a payment under this scheme. Whether the terms of this condition have been met will be at the sole discretion of the Authority.

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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:

(a)	Total loss of hearing in both ears ... ..	40%	
(b)	Total loss of hearing in one ear... ..	10%	
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(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 use of	Right	Left
(i)	one thumb.. ... ..	20%	17½%
(ii)	one index finger. ... ..	15%	12½%
(iii)	any other finger. ... ..	10%	7½%
(iv)	one big toe ... ..	10%	10%
(v)	any other toe ... ..	3%	3%
(i)	Complete loss of use of shoulder or elbow. ...	25%	20%
(j)	Complete loss of use of wrist. ... ..	20%	15%

Memoranda

- (1) The benefits under (h), (i) and (j) shall be reversed in the case of a left-handed person.
- (2) In the case of other permanent partial disablement not specified in Item 3 the amount payable shall be such percentage of the capital sum as set out in the Schedule as is commensurate with the degree of permanent partial disablement when compared with the degree of disablement specified in Item 3.

SCHEDULE

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PERIOD OF INSURANCE:- FROM NOON .....  
TO NOON .....

LIMIT OF LIABILITY:-

THE CAPITAL SUM ..... 3 X ANNUAL EARNINGS

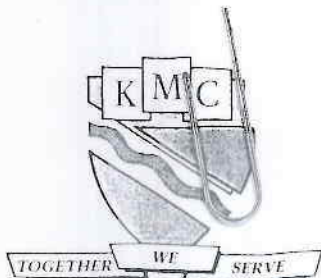
NB: THE MINIMUM AMOUNT PAYABLE UNDER ITEMS 1 AND 2 OF THE SCALE OF COMPENSATION SHALL BE 35,000 AND ANY BENEFITS PAYABLE UNDER ITEM 3 (AND MEMORANDUM 2 TO THAT ITEM) OF THE SCALE OF COMPENSATION SHALL BE RELATED TO 35,000.

The Activities

Whilst engaged on official duties on behalf of Kirklees Metropolitan Council including journeys directly connected therewith and journeys directly between private residences and place of business.

NH/LN  
INS001.REP  
19 APRIL 1991





# Kirklees

METROPOLITAN COUNCIL

Chief Personnel Officer  
C.H. Pople

Pearl Assurance House  
John William Street  
Huddersfield  
West Yorkshire HD1 1BA

Tel: 0484 422133  
Fax: 0484 542942  
Telex: 94013537

Our Ref GPH/KR/LET081/1

Your Ref

The Officer dealing with this matter is: G F Harker

Ext: 3142

Date

5 August 1991

<b>PROPERTY SERVICES RECEIVED</b>	
- 6 AUG 1991	
Allocated To .....	
Action By .....	
Copies To .....	
.....	
Copies Made .....	

BY HAND

Mr M Greetham  
NALGO Senior Steward  
c/o Property Services  
Civic Centre Phase III  
Huddersfield

Dear Mr Greetham

PERSONAL ACCIDENT INSURANCE

I refer to your recent phone message and confirm my understanding of our negotiations as follows:-

1. That yourself, Paul Holmes and Mike Meadmore would recommend to the Property Services stewards, that industrial action be called off in return for temporary personal accident insurance being arranged on the basis of a 3 times salary lump sum payment in the event of death, subject to a minimum of £35,000 payment. Other benefits for injuries etc would be pro-rata.
2. If that was agreed, then a recommendation would also go to the Branch Executive, to arrange identical cover for all employees on a "permanent" basis as soon as possible.
3. That I would wait until your Branch Executive had discussed the offer, and if accepted, I would then recommend the offer to a meeting of the Personnel (Executive) Sub-Committee.

It is my understanding, that your Property Services stewards have accepted your recommendation, and therefore temporary accident cover has already been provided. I have asked Bob Davison in Finance (Insurance), to send you a copy of the draft terms of the policy, on which the temporary accident cover is being provided. If you have any queries prior to your Branch Executive meeting, I would be most grateful if you could contact Bob directly to clarify any issues. I look forward to receiving a positive response from the Branch Executive, and hopefully achieving a settlement in the near future.

Yours sincerely

G F HARKER  
ASSISTANT CHIEF PERSONNEL OFFICER (EMPLOYEE RELATIONS)

Kirklees Metropolitan Council Branch

File  
0532  
348253.

REPORT OF A MEETING ON PERSONAL ACCIDENT INSURANCE - 29th July, 1991

Present : Management : Sue Charteris (Executive Director)  
G. Harker (Personnel)  
R. Davison (Insurance)  
Nalgo : P. Holmes (Branch Secretary)  
M. Greetham ( Chief Steward, Property Services)  
M. Meadmore (District Office)

NALGO began the meeting by giving the background to the current situation. Nalgo had been seeking Personnel Accident Insurance for 7 years. A year ago a scheme giving 3x Annual Salary with a minimum of £15,000 had been approved at Personnel Committee but was thrown out at Finance Committee. It was then approved in April/May 1991 in exchange for a change in the pay date. When NALGO did not agree the change in pay date, the Council withdrew the offer of Personal Accident Insurance.

At NALGO's AGM in November 1990, NALGO had approved industrial action over the issue (this was put in writing to the Council in November 1990). The Branch Secretary had written again in January 1991 saying the situation was critical (copy attached). The action had not been implemented during the pay date talks but now ballots were starting. The first one had been in Property Services which had resulted in an overwhelming YES vote. The action had begun on 25th July, 1991. Other ballots would be following shortly.

MANAGEMENT said there had been a breakdown in communication on their side and they had not known of the action until it started. They accepted that M. Greetham had kept the Head of Property Services informed of the situation regarding industrial action. They were now prepared to offer 3x salary plus a minimum of £15,000. Management would reduce the cover for 14x Chief Officers from 5x salary to 3x salary.

NALGO The situation had now moved on. The members were taking action and felt that 3x salary and a minimum of £15,000 was inadequate.

MANAGEMENT Councillors have taken a battering over the last 12 months over the changes to the pay date etc. and were not prepared to 'lose face' by improving the offer. Isn't there something we could offer in exchange.

NALGO It's not a case of losing face - it's a question of insurance cover for our members.

At this stage the meeting adjourned

When the meeting reconvened NALGO asked for :

- a) Temporary insurance cover for members taking action in Property Services - of 3 x salary with a minimum of £35,000. This is necessary for the industrial action to be lifted.
- i
- b) Discussion on
  - i) permanent cover of 3 x salary with a minimum of £35,000
  - ii) Index linking of the fixed sum.
  - iii) No cut in the 5 x salary for 14 x Chief Officers.

MANAGEMENT agreed this.

NALGO asked for information on what other authorities provided.

MANAGEMENT replied : Bradford - fixed sum of £55,000 for death  
- pro rata £27,000 for permanent injuries.

Calderdale - 5 x salary, no minimum

/Over



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