



EMPLOYMENT ZONE

Conditions of Service - Indemnification of Employees

1. Employers' Liability

The Council maintains an Employers' Liability Insurance policy which provides cover in respect of liability for death, bodily injury (as defined in the Insurance Policy) or disease of employees arising out of and in the course of their employment.

2. Indemnification of Employees

- 2.1 This clause applies where an employee is charged with a criminal offence in relation to an act(s) allegedly committed during the course of her/his employment. The reference in this clause to being charged also extends to any subsequent criminal prosecution.
- 2.2 Where an employee is charged with a criminal offence, the Council will indemnify the employee in accordance with 2.3 and 2.4 provided the following conditions are met:
 - 2.2.1 that the Council is satisfied that the alleged act(s) occurred in the course of the employee's employment; and
 - 2.2.2 that the Council is satisfied that the employee was acting in good faith; in accordance with any and all relevant instructions, procedures, policies and training; and in the proper discharge of her/his duties under the contract of employment.
- 2.3 In a case where the conditions specified in 2.2 are met, the Council will pay such reasonable legal expenses of the employee as might be appropriate in the circumstances of the case, subject to the employee making an application under this clause to the Chief Executive before instructing a solicitor to act on her/his behalf.
- 2.4 In a case where an employee is convicted and a fine is imposed, the Council will reimburse to the employee any sums paid in satisfaction of that fine provided that it remains satisfied that the conditions in 2.2 are met.

3. Indemnity for Council employees

- 3.1 The Council will, subject to the exceptions set out below, indemnify its employees against claims made against them and will not itself make claims against them for any loss or damage (other than claims falling within the cover provided to its employees under any policy of insurance taken out by the Council or any motor vehicle insurance policy taken out by the employee) occasioned by any neglect, act, error or omission committed by the employee while carrying out their duties on behalf of the Council and acting within the scope of their authority.

Exceptions: The indemnity will not extend to loss or damage directly or indirectly caused by or arising from:-



EMPLOYMENT ZONE

Conditions of Service - Indemnification of Employees

3.2 Fraud, dishonesty, the committing of criminal offence (except where the criminal offence is an offence under the provisions of the Health and Safety at Work etc. Act 1974 or relevant statutory provisions within the meaning of that Act in which case the indemnity will continue to apply) or a deliberate act on the part of the employee;

- any neglect, error or omission by the employee otherwise than in the course of her/his duties;
- liability in respect of surcharges made by the Secretary of State on a recommendation by the Commission for Local Authority Accounts in Scotland.

The indemnity will not apply if an employee, without the written authority of the Council, admits liability or negotiates or attempts to negotiate a settlement of any claim falling within the scope of this resolution.

4. Life Assurance

4.1 The Council operates a Life Assurance Scheme.

The provisions of the scheme apply to all employees of the Council subject to the following eligibility rules:

Employees must be aged between 16 and 74 years. Cover does not extend to employees who, as at the date of death, are members of either the Strathclyde Pension Fund or Scottish Teachers Superannuation Scheme.

The benefit payable under the scheme is the greater of:
A sum equal to the employee's gross annual contractual pay as at the date of death; or
£5000.

Gross annual contractual pay is calculated in accordance with the provisions relating to Pay that appear elsewhere in these Conditions of Service.

The benefit is payable on the death of an employee from any cause, including suicide.

The benefit is payable to the estate of the deceased employee on production of Confirmation by her/his executor.

Where a contract does not provide for any normal pay or normal working hours, a deceased employee's gross earnings in the 12 months to date of death will be insured.

4.2 Any deliberate misrepresentation by an employee, either before or after entry into employment, as to age shall mean automatic exclusion from the right to benefit.



EMPLOYMENT ZONE

Conditions of Service - Indemnification of Employees

- 4.3 The Council is entitled to offset any debt owed by the deceased employee to the Council (including but not limited to Council Tax Arrears) against a benefit payable under the scheme.
- 4.4 The benefits due to the estate of a deceased employee under this scheme are not assignable, whether in security or otherwise, by the employee to any third party nor have they any surrender value.
- 4.5 Any question as to the right of the employee's estate to benefit under the scheme shall be determined by the Chief Executive and any question as to the amount of benefit due to the estate of a deceased employee shall be determined by the Director of Finance.
- 4.6 The Council may, in exceptional circumstances, exercise discretion to waive any condition of the scheme where it is satisfied that it is fair and equitable to do so.

5. Group Personal Accident Insurance

The Council provides a Group Personal Accident Policy to cover accidental injury to employees at work. This is a no fault scheme and benefits are payable on death or specified occurrences.

Full details of the scheme, including rules relating to exclusions, can be obtained through the Director of Finance and/or Departmental Personnel/Admin/CBS Officers.

6. Employee's Personal Property

Heads of Department have delegated authority to compensate employees, up to a maximum of £300, as full and final compensation for damage to or loss of personal property. Guidelines on the care of personal property have been approved by the Council and should be followed by the Head of Department when considering and assessing claims.

Details of this can be obtained from Departmental Personnel/Admin Officers.



OFFICIAL

EMPLOYMENT ZONE
Conditions of Service - Indemnification of Employees

OFFICIAL