



ActifHR

Where people matter...

June 2020 Update

Welcome to this month's update - where we discuss the latest guidance and legislation.

In this Edition we report on:

- Covid-19 – Have you done a workplace risk assessment?
 - Cutting costs - Redundancies
 - Fixed Term Contracts
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Covid-19 Returning to work – risk assessments and procedures: fixed price package

Many employers are beginning to think about returning more employees back to the workplace.

In order to do this, businesses must have clean practises and show they have done a Risk Assessment.

We can guide you through:

- How to take care of your staff and safeguard their welfare and health on their return to the workplace
- The COVID-19 Risk Assessment you should do
- The necessary steps needed to make your workplace safe

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- COVID-19 Response plan Template documents for allowing a practical return to work include:
 - Workplace zone allocation
 - Guidance for returning to work for employees
 - Meeting Guidance
 - How to assess your workplace initially and on a regular basis
 - High traffic use identification
 - Practical adaptations to the workplace
 - Supplies ordering record
 - Cleaning schedule and task allocation spreadsheet
 - Risk assessment allocation

This comprehensive plan is easy to operate and get you off the ground. Communicating and implementing this plan will build trust and allow for a healthier environment for your staff and customers.

Employers: We are offering this package of documents and a thirty-minute advice call for a fixed price of £400 for the month of June

Contact us: For advice, procedures and documents

Cutting Costs - Redundancies

Unfortunately, the COVID-19 situation may require some businesses needing to review their staffing costs, and therefore decide whether a reduction in their workforce is necessary to keep the business afloat.

Redundancy is a special form of dismissal which happens in three situations:

- The workplace shuts down (maybe just the site)
- When the company goes out of business
- The needs for the type of work diminishes or ceases

In most cases the third option will lead to a business considering redundancies due to a drop off in business.

Employers must follow a fair procedure, which includes consideration of alternatives and consultation.

In a case where several people have a similar role, selection criteria and scoring must be considered.

It is about being transparent and listening to your employees throughout the process

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Employers: Make sure that you consider other cost cutting measures before moving to redundancies

Contact us: We can guide you through this process

Fixed Term Contracts

We are seeing the rise of fixed term contracts.

Fixed term working is something of a hybrid, it allows employees to call for extra help for a set period of time.

An essential element of these arrangements, however, is that both parties know where they stand.

Anyone working under fixed term contracts have the right to be treated no less favourably than permanent employees (under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002).

The Regulations also set out the right for fixed-term workers to access:

1. The opportunity to receive training
2. The opportunity to secure any permanent position in the organisation
3. Any period of service qualification relating to any particular condition of service

In certain situations, ending a fixed-term contract can be problematic. Once a fixed-term employee had worked with you for two years, they have the ability to claim for unfair dismissal if the contract ends.

Once a fixed-term employee has worked for a business under successive contracts for at least 4 years, they will usually be considered to be a permanent employee.

One final word: While a fixed-term contract gives certainty, it is still sensible to build in a notice provision that gives you the option to terminate if the certain things are not working out.

If you don't and as an employer you want to bring the contract to an early end, then you may be stuck paying the employee for the rest of the contract.

Employers: These contracts give flexibility but make sure you comply with the obligations under the Regulations

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Contact us: We can draft fixed-term contracts



Caroline has a wealth of experience supporting business clients with practical hands on HR and Employment Law advice. Caroline's pragmatic approach helps businesses of all sizes deal with complex HR situations. She qualified as a Solicitor in 1999 and now acts as a specialist Human Resource / employment Law Consultant to business.

Caroline Robertson, Director



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