

Managing Coronavirus issues at work

Employer duty of care to employees

Employers have a duty of care towards their employees which includes not exposing them to unnecessary risk. In this case, that may include not putting them in a position in which they could become infected by the virus without taking all reasonable precautions.

This duty of care, where Coronavirus is concerned, may differ depending on an employee's specific circumstances, for example, if they are older or they have underlying conditions.

It's important to remember that employees will be worried about the virus. In addition to having a duty of care to protect health and safety, employers also need to consider their wellbeing. Consider any wellbeing initiatives the company offers and remind employees of them, for example, an Employee Assistance Programme.

Suspending employees who may have been exposed

Where the employer has concerns about a non-symptomatic employee (particularly if it is known or suspected that the employee has had contact with someone known to have the virus) then the best advice might be to play it safe with a brief period of suspension on precautionary grounds.

Where the employer chooses to suspend returning employees just as a precaution, it will have to be on full pay unless the contract gives them a right to suspend without pay for this reason (which is unlikely).

The employer may also wish to explore alternatives, such as permitting the employee to work from home if possible.

Employees who refuse to come into work due to concerns

If an employee is worried about catching the virus and so refuses to attend work, Acas suggests listening to the employee's concerns and offering reassurance. An employer's response to this will depend on the actual risk of catching the virus, will be different for every employer and will depend on specific circumstances including whether anyone in the workforce has already been diagnosed or there is another real risk of exposure. Employers may decide to offer a period of paid annual leave or unpaid leave, or allow the employee to work from home where this is feasible. Responses should be reasonable to the specific situation.

Self-isolation

New government guidance, which supersedes previous guidance on self-isolation and returning travellers and is available on the government website, outlines the following takes effect from 13 March 2020:

- anyone with a high temperature/fever and/or a continuous cough should self-isolate at home for a period of seven days after the onset of their symptoms

- this applies even to individuals who have not been into contact with anyone known to have contracted the coronavirus, or have not been to any affected area.

All individuals who are advised to self-isolate in these situations are entitled to be paid statutory sick pay for their period of time away.

The isolation period has been reduced from 14 days to seven as individuals affected with the virus are unlikely to be contagious past seven days of showing symptoms. For those who have had exposure to a confirmed case, the 14 days still apply.

This period applies up until the end of seven days following the initial onset of their symptoms. For example, if someone had a cough for several days prior to 13 March, they should be fine to return to work after after this period.

During this time away, individuals should not contact NHS 111 unless they feel they need hospital care. If, after seven days the symptoms are getting worse, they should also contact NHS 111.

Also during this time, the employee may feel well enough to work. If this is the case, and if possible, employers may consider them working from home until the individual feels unable to do so.

Closure of business

Some employers may decide to put in place a plan to cover a situation where their business temporarily closes down due to exposure/potential exposure to the virus. Employees who are ready and willing to work but are not provided with work (as would be the case with a temporary closure) can be placed on lay off. Lay off must be with full pay unless there is a provision within the contract for lay off without pay (subject to the payment of statutory guarantee pay for employees with a least one month's service at the time of lay off). If there is no contractual provision, employers can attempt to agree with employees a period of unpaid lay off.