

Stranded Employees – What Is The Position?

The recent airspace closure caused by the Icelandic Volcano has had a huge impact not only the airline industry but employers across the board, with employees being stranded across the globe unable to return home or attend work.

To pay or not to pay?

Employees are not automatically entitled to be paid if they are unable to attend work due to disruption, even in such drastic circumstances as we have seen during this month, unless the employee was travelling in the course of their employment. However employers will need to look at their contracts and consider previous practice as such terms will take precedence.

As an employer you can pay your employees during their absence if you so wish.

Minimise the disruption

Where possible both employers and employees should try to make the best out of a bad situation to minimise disruption to the business.

In relation to work this can be done through the use of technology. Through the internet and the use of 'smart phones' people can work and stay connected around the globe. Discuss with your employees the possibility of doing some work whilst being stranded if this is possible.

In relation to travel employees must make sure that they make all reasonable efforts to return to work.

The key issue to remember in all of this is fairness. Ensure you treat your employees fairly, bearing the circumstances in mind, to ensure a happy and productive workforce-and more importantly to try to prevent any potential tribunal claims.

Future planning

Having now experienced such an unforeseen event, and the disruption it can cause, it may be a good idea to put a policy in place to cover any such eventuality in the future. This should ensure that all employees are aware how such incidents will be dealt with and employers will be better prepared.

If you would like further information on this or any other employment issue please contact us.

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Seasonal Workers – Contractual Considerations

With the summer season approaching Bournemouth's businesses are preparing for the tourist influx and what will hopefully be a busy and successful summer for all. Employers' thoughts turn to how to promote their businesses, how much stock they will need and their staffing requirements. Businesses whose trade fluctuate with the seasons do not necessarily require staff all year round or even for a set amount of hours each week. What type of contract should such workers be given?

In these circumstances it would be appropriate to employ someone under what is called a 'fixed-term contract'. Such a contract will set out that the employment is to run either until a set date, until a set task has been completed or for a specific event only. You must stipulate in your contract which of these situations it governs so that the employee knows how long their employment will last.

In addition to these periods the contract should state the amount of days and/or hours the employee is expected to work as well as start and finish times where applicable.

This does not generally pose a problem where employees work a set amount of hours each week. Problems do arise however when an employer is unsure whether they will be able to provide enough work to set down specific hours. In such cases the employer can provide a 'zero hours' contract which will state that the employee is not given specific hours but will be required to work as and when the employee is called upon. This should however only be used if the business needs are such that it is not possible to gauge the amount of time the employee will be required.

Alternatively the contract can be drafted in such a way that minimum hours are specified but allowing for fluctuation depending on the need of the business. This will give more security to the employee.

Fixed term contracts can be very useful to businesses as it gives employers the flexibility to choose staff for specific times or tasks without needing to employ someone on a permanent basis or use agency staff. It also means that they will not be paying wages when there is no work to be done.

Employers should bear in mind however that employees on fixed-term contracts should not be treated any less favourably than permanent employees. Their terms and conditions as well as their employment rights apply in the same way as they do to permanent staff.

Fixed-term contracts can be a very useful tool but employers should be wary of using them for too long. Under Regulation 8 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 employees who have been working for an employer under one or more fixed term contracts for a continuous period of 4 or more years from 10th July 2002 will become permanent employees unless the employer can satisfactorily justify the continued use of fixed-term contracts.

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