A HOW-TO GUIDE

Mastering Your HR Compliance

Table of Contents

INTRODUCTION

Human Resources (HR) compliance is a crucial aspect of managing any organization, ensuring that it operates within legal boundaries and follows regulations related to employment practices. This guide serves as an introduction to HR compliance, outlining key concepts, regulations, and best practices for businesses to navigate the complex landscape of employment law.

As a small or medium-sized business owner, you likely juggle multiple roles—from visionary entrepreneur to salesperson to team manager—while also trying to ensure compliance with HR and employment regulations. However, the fast-paced nature of multitasking can leave you susceptible to human error, potentially leading to serious consequences for your business.

Understanding HR and employment compliance is crucial for the success of your business.

At our core, we are committed to seeing UK small to medium-sized businesses thrive. We understand that managing HR and compliance can be daunting, which is why we've created this essential guide to HR compliance tasks.

In addition to providing a comprehensive overview of relevant laws, we'll cover topics such as National Employment Standards (NES) and Awards, employment contracts and policies, independent contractors, performance management, and more.

Together, we'll delve into the dos and don'ts of HR compliance, empowering you to identify and address concerns before they escalate. By doing so, you can mitigate the risk of costly litigation fees, settlements, and negative publicity, ultimately safeguarding the future of your business.

CHAPTER ONE

HR Compliance

HR compliance refers to the adherence to laws, regulations, and policies governing the employer-employee relationship. It encompasses various areas such as hiring practices, employee classification, wage and hour laws, workplace safety, discrimination, harassment, and privacy rights.

Labour law in the UK constitutes an extensive set of legal provisions and statutes that regulate the dynamic between employers and employees. It encompasses a wide range of employment facets such as working conditions, remuneration, work hours, occupational health and safety, anti-discrimination measures, and procedures for termination. Rooted in a combination of established common law principles and specific employment legislation, these legal sources establish a plethora of rights and duties that delineate the interactions among employees, employers, and trade unions within the UK.

1. **Employment Rights Act 1996, Section 1.**
2. **National Minimum Wage Act 1988.**

CHAPTER TWO

Legislation related to UK Employment:

The **Employment Rights Acts of 1996 and 2002** address a number of topics about work rights, such as the right to a written summary of job details, protection from wrongful termination, rights regarding redundancy, and rights concerning parental leave, maternity leave, and paternity leave.

According to the **Equality Act of 2010**, it is illegal for employers to discriminate against, harass, or victimise employees based on protected characteristics like age, gender, race, disability, religion, or sexual orientation. The Disability Discrimination Act of 2005, the Sex Discrimination Act of 1975, and the Race Relations Act of 1976 were merged under this act's introduction.

The UK's minimum wage rates that firms are required to pay their employees are outlined in the National Minimum Wage Act of 1996 and 1998.

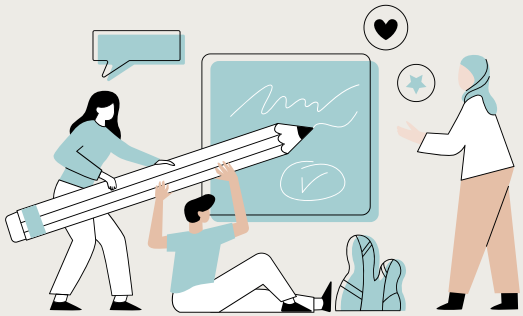
The 1998 Working Time Regulations:
These rules control employee entitlements to yearly leave, as well as working hours and rest periods. They also contain restrictions on weekly working hours and guidelines for night employment.

The legal foundation for occupational health and safety rules is established by the **Health and Safety at Work Act of 1974**. Employers are required to protect the welfare, health, and safety of both their workers and anybody else who might be impacted by their employment.

⇒ **The Trade Union and Labour Relations (Consolidation) Act of 1992** established regulations pertaining to trade union rights and activities. These include the rights of workers to form unions, take part in collective bargaining, and go on industrial action (strikes).

Relevant Laws

- The Employment Act of 2002
- The Employment Relations Act of 2004
- The Small Business Enterprise and Employment Act of 2015
- The Transfer of Undertakings (Protection of Employment) Regulations of 2006
- The Pensions Act of 2008 & 1995
- The Employment Tribunals Act of 1996



CHAPTER THREE

Recent Amendments

April 6th, 2024:

- Starting **April 6th, 2024**, a new statutory carer's leave entitlement will be introduced. This allows eligible employees to take unpaid leave from the first day of employment to care for a dependent with long-term care needs. If an employee meets the eligibility criteria, they can take up to one week of unpaid leave per year for caregiving responsibilities. Employees have the flexibility to choose when to take this leave, provided they give notice equivalent to double the time off they plan to take or three days, whichever is longer.

- As an employer, you cannot refuse a carer's leave request. However, if granting the leave would significantly disrupt your business operations, you have the authority to postpone the leave until a more suitable time for all parties involved.

Start of October 2024:

- Beginning **October 2024**, a new statutory leave provision will be introduced for parents or guardians of infants requiring neonatal care.
- This allows employees with babies in neonatal care to take additional time off work, in addition to their parental leave entitlement. This right will be accessible to them from their first day of employment.

- The rationale behind this initiative is to address situations where spending an unforeseen and necessary two weeks in the hospital due to neonatal care could deplete an employee's entire paternity leave.

- Statutory neonatal care leave aims to provide these individuals with extended time to bond with their babies once they are discharged from the hospital, as well as to recuperate from what can often be a distressing and emotionally taxing experience.

- As an employer, it's important to note that employees can only avail themselves of a maximum of 12 weeks of neonatal leave.

- If eligible, you'll be required to compensate them for this leave at the same rate as parental leave.

CHAPTER THREE

Recent Amendments

April 6th, 2024

- Employees will gain the right to submit flexible working requests from their first day of employment, a significant change from the previous requirement of having 26 weeks of continuous employment. Previously, employees were limited to one request per year, but under the new regulations, they will be permitted to make two requests annually. Additionally, employees will no longer be obliged to provide explanations regarding the potential impact of their proposed flexible working arrangements on the workplace.
- As an employer, it will become your legal obligation to engage in consultation with your employees regarding their requests and to render a decision within two months of receipt. The criteria for refusing a flexible working request will remain unchanged.

September 2024,

- A new significant right will be introduced, granting workers with irregular or unpredictable schedules the legal entitlement to request more consistent and predictable working patterns.
- This right applies to various categories of workers, including zero-hour workers, agency employees, regular employees, and individuals on fixed-term contracts lasting less than a year.
- As an employer, it will be important to note that eligible workers with a minimum of 26 weeks of service will have the authority to request greater stability in their hours. Generally, you will be expected to approve these requests unless there are valid legal grounds for refusal.

April 6th, 2024:

- Pregnant employees will be granted extended legal protection against redundancy, aligning their rights and safeguards with those currently enjoyed by employees on maternity leave.
- As an employer, it will be imperative to prioritize retaining pregnant staff in the event of redundancies, as failing to do so could lead to potential allegations of sex discrimination, unfair dismissal claims, and substantial compensation pay-outs.
- When exploring alternative roles within the organization, pregnant employees will be given precedence, with protection commencing upon disclosure of pregnancy and extending up to 18 months after the birth of their child. Similar safeguards will also apply to employees commencing maternity, adoption, or shared parental leave.

CHAPTER THREE

Case Example: *Dobson v North Cumbria Integrated Care NHS Foundation Trust*

The case of **Dobson v North Cumbria Integrated Care NHS Foundation Trust** highlights the significance of flexible working policies in the context of indirect discrimination and childcare disparities. This ruling underscores the understanding that women still predominantly bear the primary responsibility for childcare, making it challenging for them to work certain hours.

Easier Establishment of Group Disadvantage:

- The decision in Dobson v North Cumbria Integrated Care NHS Foundation Trust simplifies the process for women to establish group disadvantage in cases of indirect sex discrimination. Women are more likely to face difficulties in working certain hours or dealing with changeable schedules due to childcare responsibilities. This means that women no longer need to provide individual supporting evidence to demonstrate the impact of childcare-related factors on their ability to work.

Support for Indirect Sex Discrimination Claims:

- The ruling supports women in pursuing claims of indirect sex discrimination by acknowledging the challenges they face due to childcare responsibilities. It recognizes that policies or practices that disproportionately affect women due to childcare obligations may constitute indirect discrimination.

Consideration of Policy Impacts:

- While the ruling facilitates the establishment of group disadvantage, it does not guarantee that a particular policy will be deemed discriminatory. Tribunals will assess whether a policy or requirement, such as flexible working arrangements, genuinely puts women at a disadvantage compared to men. For instance, if a flexible working policy allows for reasonable adjustments that accommodate childcare responsibilities without unduly burdening employees, it may not be considered discriminatory.

Balancing Factors in Discrimination Claims:

- Tribunals will consider various factors, including the nature of the policy, its impact on different groups, and the reasonableness of any associated requirements. In cases where a policy is deemed necessary for legitimate business reasons and does not disproportionately affect women, it may not be found to constitute discrimination.

The Dobson case highlights the importance of recognizing childcare-related challenges in indirect sex discrimination claims. It stresses the need to assess each case's specifics to determine discrimination, urging employers to consider childcare responsibilities in flexible work policies while balancing business need.

Dobson v North Cumbria Integrated Care NHS Foundation Trust (Sex Discrimination; Flexible working) [2021] UKEAT 0220_19_2206 (22 June 2021)

CHAPTER THREE

Recent Amendments

A pro-active duty to prevent sexual harassment at work:

- From October 2024, employers will need to take reasonable steps to help prevent sexual harassment in their workplace as per the Worker Protection Act.
- Currently, the onus is on you as an employer if your employee makes a claim for harassment and you can't show that you did anything to help prevent it. And yet, despite being strongly recommended, there's no legal requirement to take proactive steps to prevent harassment (like having a policy or giving training). While it's strongly recommended, it's not currently a requirement.

- The **Worker Protection Act** imposes liability on employers for failing to proactively prevent harassment within their business, regardless of whether an actual incident has occurred. Under this act, employees will have the right to lodge official complaints with the Equality and Human Rights Commission if they perceive that adequate preventative measures have not been taken by the employer. This necessitates that employers demonstrate proactive measures even in the absence of specific claims or allegations. Failure to do so could result in substantial compensation payments, which tribunals may have the authority to increase by up to 25%.

- **Calculating holiday pay and leave** – for leave years starting on or after April 2024. Currently, holiday pay must be awarded at the time your staff take their annual leave – you can't sneak it into their hourly rate, a practice affectionately known as "rolled-up holiday pay." As of April 2024, businesses will have the green light to provide rolled-up holiday pay once again, with a catch: this perk is exclusively reserved for employees working irregular hours, such as zero-hour contracts and part-year employees.

- For leave years commencing **on or after April 2024**, there will be a change in how holiday pay and leave are calculated. Presently, holiday pay must be provided at the time when employees take their annual leave, and the practice of "rolled-up holiday pay" is not permitted, wherein holiday pay is incorporated into the hourly rate.

- However, from April 2024 onwards, businesses will be permitted to reintroduce rolled-up holiday pay, but with a caveat: this option will be restricted to employees working irregular hours, including those under zero-hour contracts and part-year employees.

- The reintroduction of rolled-up holiday pay presents a significant change for employers, particularly concerning the calculation of annual leave for workers with irregular hours. Employers will now have the authority to utilize the 12.07% accrual method, a previously banned approach, in determining annual leave entitlement for such employees. This change offers employers more flexibility in managing holiday pay for workers with non-standard working arrangements.

CHAPTER FOUR

Rights of employees:

Minimum rights regarding working hours include:

- Employees should not work more than 48 hours per week unless there is a written 'opt-out' agreement.
- Night workers should not work more than an average of eight hours per 24-hour period.
- Minors should not work between the period of 10pm and 6am.
- Workers are entitled to the following rest periods/breaks:
- At least one full day's rest per week.
- A daily rest period of not less than 11 consecutive hours in each 24-hour period.
- A 20-minute break away from their workstation after six hours worked.

Regarding salary and wages:

- Statutory minimum wages are determined by age and are subject to annual increases.
- The national minimum wage rises annually.
- In April 2024, significant changes are expected. Currently, workers aged 23 and over receive the highest rate of pay for the national minimum wage, while there's a lower rate for workers aged 21 and 22. However, the lower rate band for workers aged 21 and 22 is slated to be eliminated, resulting in these individuals being moved into the highest band bracket.

New Rates:
Regarding the statutory minimum wages:

- For individuals over compulsory school age but not yet 18 years old, the minimum wage is £6.40 per hour (increased from £5.28).
- For apprentices aged 19 and under (or 19 and over but in their first year of their apprenticeship), the minimum wage is £6.40 per hour (increased from £5.28).
- For individuals aged 18 to 20, the minimum wage is £8.60 per hour (increased from £7.49).
- The national living wage, applicable to anyone aged 21 and over, is £11.44 per hour (up from £10.42).
- Every employee is entitled to receive a pay statement from their employer.

Employers are legally prohibited from deducting from a worker's wages, except under specific circumstances:

- (A) When authorized by the employment contract.
- (B) With the written consent of the employee.
- (C) For the lawful deduction of income tax.
- (D) When court orders permit such deductions.

It's crucial to ensure that you pay your staff the correct wage, especially if they earn on or around the national minimum wage. Failing to do so, even inadvertently, could result in significant compensation payouts and inclusion on the government's name and shame list.

CHAPTER FOUR

Case example: *Brazel v Harpur Trust*

In the case of ***Brazel v Harpur Trust***, Mrs. Brazel contested the legality of receiving a 12.07% allowance for holiday pay, arguing that as a term-time worker, her holiday pay should have been calculated based on her average pay before her holiday was taken.

- The court ruled in Mrs. Brazel's favor, stating that the practice of paying a 12.07% allowance did not accurately reflect the holiday pay entitlement of a worker who was permanently employed but only worked part of the year. The 12.07% calculation was based on the presumption that work would be carried out throughout the entire year, which was not the case for term-time workers like Mrs. Brazel. Instead, the court emphasized that a worker is entitled to 5.6 weeks of paid holiday leave per year at their normal pay rate, regardless of their working pattern.

- The key takeaway from this decision is that the principle of applying a pro-rata reduction to the accrual of holiday entitlement applies to the hours worked over a week, not the weeks worked over a year. Therefore, paying an additional 12.07% in wages may lead to an underpayment for part-year workers like Mrs. Brazel. This ruling serves as a reminder to employers to accurately calculate holiday pay based on statutory entitlements rather than applying generalized allowances that may not reflect the individual circumstances of their workers.

- It was anticipated that this ruling would have an effect on a variety of settings due to the nature of employment in schools for specific professions.

- The Supreme Court recognised that there might be abnormalities in its ruling after considering the case. Through consultation, the government aimed to resolve these irregularities and guarantee that each worker's yearly leave benefit corresponded to the duration of their employment.

The Harpur Trust v Brazel **[2019] EWCA Civ 1402**

https://www.bailii.org/ew/cases/EWCA/Civ/2019/1402.html

CHAPTER FIVE

Employer and employee agreements:

In the UK, it's a legal requirement for employers to provide each person employed with a written statement detailing the terms of their engagement. Even in cases where there might not be an employment contract or written statement, certain "minimum rights" are protected by law for all employees. As a business owner, it's not only important to ensure that your employees' statutory rights are met, but also to manage their expectations effectively.

Although the UK labour law framework doesn't mandate employers to have written employment contracts with employees, the **Employment Rights Act 1996** stipulates that all workers must be given a statement of particulars outlining all applicable terms and conditions of their employment. A common and effective way to meet these requirements is by having a written employment contract that defines the relevant obligations and privileges of the intended arrangement.

An individual employment contract should include, at a minimum:

- The names of the employer and employee.
- The start date of employment.
- The date when the period of continuous service began, which may differ from the start date if employment at a previous employer will be included.
- Job title or a brief description of the role.
- Details of any probationary period.
- Place of work.
- The employee's salary, overtime, and other benefits paid, as well as when payment will be made.
- The hours of work, including the maximum number of hours allowed and any overtime.
- The extent of allowed holiday and subsequent holiday pay.
- Sick leave and sick pay entitlements.
- Any training the employee may be entitled to.
- The length of notice required by either party to terminate the contract.
- Reference to a Disciplinary Policy and Procedure.
- Information regarding to whom an employee should appeal against a disciplinary or grievance decision.

Clauses related to issues such as working hours and employees' annual leave are governed by statutory regulations, so the agreement must comply with the relevant applicable legislation. Significant variations to the terms of an employment contract can generally only be made with the employee's consent.

CHAPTER FIVE

Employer and employee agreements:

Workplace policies are essential components of your employment toolkit as they articulate an organization's mission, and values, and set standards for employee behaviour and performance. They provide a decision-making framework to ensure integrity and fairness and help minimize legal and safety risks for your business. Formalizing policies can prevent disputes among workers, particularly new team members who may be unsure how to conduct themselves in various situations. Additionally, having documented policies saves time and money in resolving HR issues. Policies must apply to all employees and are easily accessible.

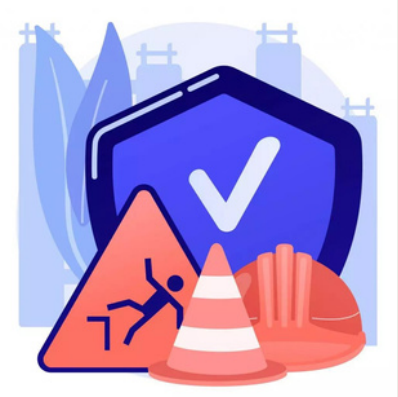
Consider implementing the following workplace policies for your business:

- Anti-Harassment and Bullying Policy
- Health and Safety Policy
- Sickness Absence Policy
- Non-Discrimination and Equal Opportunity Policy
- Disciplinary Policy: This should include clear guidelines on unacceptable conduct and the procedure for addressing misconduct or gross misconduct. For example, it may outline the consequences for employees found using drugs or alcohol in the workplace or working under their influence.
- Capability Policy: This policy should outline the process for addressing cases where an employee's performance falls below expectations.
- Grievance Policy
- Use of the Internet and Social Media Policy
- Business Property (including intellectual property) Use Policy

Clear agreements between employees and employers are vital for establishing expectations and obligations.

Here are the key types:

- Employment Contracts: Outline job details, compensation, and terms.
- Offer Letters: Formalize job offers with start dates and terms.
- NDAs (Non-Disclosure Agreements): Protect confidential information.
- Non-Compete Agreements: Limit competitive activities post-employment.
- Arbitration Agreements: Specify dispute resolution procedures.
- Policy Acknowledgments: Confirm understanding of company policies.



These agreements ensure clarity, legal compliance, and a positive work environment!

CHAPTER FIVE

Case Example: *Norman and Others v National Audit Office*

- In the case of **Norman and others v National Audit Office**, the employees worked for the National Audit Office (NAO) and were represented by the Public and Commercial Services Union (PCS). Clause 2 of their offer letters stipulated that their terms and conditions were subject to amendment. Significant changes affecting staff in general would be notified through Management Circulars (MCs), Policy Circulars (PCs), or General Orders (GOs), while changes affecting their specific terms and conditions would be communicated separately to each employee.

- Additionally, sections of the HR manual, including one titled "Settlement of disputes," were incorporated into the contracts. This section outlined that management and the Trade Union Side (TUS) would endeavor to reach agreement before implementing any changes affecting staff. Changes to working practices or terms and conditions would not be implemented during negotiations or while the issue was under referral to ACAS, unless management deemed it essential for the operation of the NAO.

- In the case described, the National Audit Office (NAO) sought to reduce leave and sick pay entitlements. However, when the Public and Commercial Services Union (PCS) refused to consent to the changes, the NAO implemented them regardless, citing clause 2 of the employment contracts in conjunction with the "Settlement of disputes" section from the HR manual. The changes were communicated to the employees via letter and policy circular.

- Subsequently, the employees initiated Tribunal claims, alleging breach of contract. They argued that their existing terms and conditions remained unchanged. However, the Tribunal ruled in favor of the NAO, holding that clause 2, combined with the provisions outlined in the HR manual's "Settlement of Disputes" section, granted the NAO the right to unilaterally vary the terms and conditions of employment.

CHAPTER FIVE

Case Example: *Norman and Others v National Audit Office*

- The employees appealed to the Employment Appeal Tribunal (EAT), which allowed the appeal and reinstated the employees' original terms of employment. The EAT determined that the changes were not effectively incorporated into the employment contracts because the language "subject to amendment" did not meet the standard of being clear and unambiguous. The EAT emphasized that these words established nothing more than the potential for amendment and did not clearly indicate the employer's right to unilaterally vary the terms of employment.

- The EAT clarified that for a flexibility clause to be effective, it must explicitly and unambiguously identify the employer's right to vary the employment contract unilaterally. This typically involves specific wording such as "The employer reserves the right at any time during your employment to..." The EAT concluded that the wording of clause 2 did not constitute a valid flexibility clause. Instead, it was considered a general statement that did not specify the mechanism for amendment or the circumstances under which it could be invoked.

- The Employment Appeal Tribunal (EAT) similarly found that the provision in the employer's HR manual had not been effectively incorporated into the employees' contracts. Even if it had been incorporated, the EAT determined that it would not have supported the National Audit Office's (NAO) case because the provision could only be relied upon in specific, limited circumstances, which had not been demonstrated to apply in this instance.

- These cases highlight the challenges employers face when attempting to rely on unilateral variation clauses, particularly when the changes are detrimental to employees. Simply stating that terms are "subject to variation" is unlikely to be sufficient. Overall, if an employer lacks a clear right to unilaterally vary terms and conditions and cannot obtain employee agreement to the changes, it should consider terminating and re-engaging employees on the new terms.

Norman and others v National Audit Office [2014] UKEAT/0276/14

CHAPTER SIX

DIFFERENCE BETWEEN CONTRACTOR & EMPLOYEE

Employees:

- Hired under a contract of services (also known as an employment contract).
- Generally, only work for the employer.
- Receive all minimum employment rights under statute, including:
- At least a minimum wage
- Holiday leave pay
- Maternity or paternity leave
- Sick pay
- Defined working hours
- Equal opportunities
- Enjoy additional rights such as fair disciplinary procedures and personal grievances

Contractors:

- Self-employed and perform services under a contract for services/independent contractor agreement.
- Assume responsibility for business successes and failures.
- Most labour-related laws and regulations do not cover contractors.
- Still enjoy health and safety protection and may be protected against different forms of discrimination like disability, sex, and race.
- Usually provide their own tools, equipment, and work gear and incur related costs.
- Employers must maintain employee records, including employment contracts, wages, time, holidays, and leave records.
- Contractors manage their own documents.
- Personal performance of tasks required, although delegation of tasks is often permitted.

Case example: *Smith v Pimlico Plumbers*

- This case illustrates the importance of properly defining the nature of the employment relationship between a worker and a company, particularly regarding the distinction between employees and independent contractors.

- In this instance, Mr. Smith, despite being characterized as an independent contractor in written agreements, exhibited some features typically associated with an employment arrangement, such as wearing a uniform and being expected to personally complete tasks. These factors contributed to the Tribunal's determination that although Mr. Smith was not considered an employee, he still fell under the legal category of "worker".

- As a worker, Mr. Smith was entitled to certain rights and protections under employment law, including the right to claim underpaid wages and payment for accrued holidays. However, the company, Pimlico, had not accounted for these potential liabilities when engaging Mr. Smith as an independent contractor. Consequently, they found themselves liable for additional costs they hadn't anticipated.

- This case underscores the importance for businesses to carefully assess and properly classify the individuals they engage to perform work. Misclassification can lead to unexpected legal consequences, including financial liabilities for unpaid wages, holiday pay, and other benefits to which workers may be entitled. Companies must seek legal advice to ensure compliance with employment laws and regulations regarding worker classification.

.

- One key aspect of the case was the issue of time limitations for claiming accrued holiday pay. Mr. Smith claimed holiday pay dating back over six years, despite never having brought claims for non-payment during that time. The Court of Appeal ruled that his claim was not time-barred because there had been no facility provided for him to take paid leave. In such cases, the usual time limits for claims were not triggered. Instead, the right to holiday pay accrued and carried over from year to year until the contract came to an end.

- This decision highlights a potential risk for businesses that regularly engage self-employed contractors. They may face substantial claims for backdated statutory holiday pay if contractors can successfully argue that they should be classified as workers. To mitigate this risk, businesses should assess whether their contractors could potentially qualify as workers, particularly considering factors such as whether they provide a substitute worker. Taking proactive steps to address these issues can help minimize the risk of facing similar claims in the future.

https://www.supremecourt.uk/cases/uksc-2017-0053.html

***Pimlico Plumbers Ltd and another v (Appellants) Smith (Respondent)* - The Supreme Court**

CHAPTER SEVEN

Interlink between Employment law and worker visas

The interlink between employment law and worker visas underscores the importance of HR compliance in managing a diverse workforce. By navigating the complexities of immigration regulations while ensuring adherence to employment laws, HR professionals contribute to creating a legally compliant and inclusive work environment.

Definition of employment law:
The functioning of the working relationship is governed by employment law. Employee rights, such as rights to pay and notice, protection from discrimination, and unfair dismissal. Disputes between employers and employees are heard by employment tribunals and civil courts. Employees have the right to file a claim if their employer violates employment legislation. If the worker prevails, the employer will typically be required to pay compensation.

Two important components of the legal system that regulate the interaction between employers and employees are worker visas and employment law. These laws vary from country to country, and even within countries, they may change depending on things like the kind of visa and the terms of the job agreement.

Definition of Worker Visas: Worker visas are legal documents granted by a government that let foreign nationals to work in a particular country for a predetermined amount of time.

Types: employment visas come in a variety of forms from various countries, including skilled worker, temporary employment visas, and special visas for particular industries or occupations.

Application procedure: In order to obtain a worker visa, one must typically go through a formal application procedure. This process may include meeting eligibility requirements, providing proof of employment, and receiving employer sponsorship.

Restrictions: Worker visas frequently have limitations on the kinds of jobs that can be performed, the length of stay, and occasionally the company or place of employment.

CHAPTER SEVEN

Interlink between Employment law and worker visas

Important Areas:

Hiring and Termination: Rules governing job postings, interviews, hiring practices, and dismissals.
Laws that forbid discrimination on the basis of race, gender, age, religion, or disability are known as discrimination laws.

Working Hours: Guidelines for regular work hours, overtime, and lunch breaks.

Compensation: Minimum wage, frequency of salary payments, and benefit laws.

Health and Safety: Laws guaranteeing workers a secure work environment.
Policies pertaining to sick days, vacation time, parental leave, and other leave categories.

Collective Bargaining: In certain jurisdictions, employers and labour unions may engage in collective bargaining to discuss terms and conditions of employment.

Worker visas and employment law intersect:

Authorization to Perform: Foreign citizens with worker visas are permitted to work in a particular country, and the extension of this licence frequently depends on the holders adhering to employment laws.

Employment Contracts: Employment contracts have to abide by local employment regulations as well as the requirements of the worker visa.

Employee Rights: In order to ensure fair treatment and avoid exploitation, workers on visas generally have the same legal rights as local employees.

For there to be a legally solid and equitable working relationship, it is imperative that both employers and employees understand and abide by the applicable worker visa requirements and employment laws.

CHAPTER SEVEN

Interlink between Employment law and worker visas

Frequent questions:

What happens if I am fired and I am on Tier 2 General Licence?

Regretfully, the response in this instance is: it depends. In this case, the first thing you should do is get in touch with an immigration expert like us. The facts behind your termination and the adequacy of the process followed will determine how we handle your case moving forward. We might suggest that you hunt for a different position with a different Tier 2 Sponsor Licence holder if the procedure was appropriately followed. You will be eligible to apply for a new visa if you are able to secure employment with a different employer, who will also issue you with a fresh Certificate of Sponsorship (CoS). If the dismissal was unjust, another approach will be more suited.

Can I appeal if due to being sacked I lose my Tier 2 visa?
The guidance you receive from the Home Office will determine this. You may be informed in many situations that you have no right to appeal and that you must either find another job or leave the country. People frequently underestimate the number of possibilities available to them; by speaking with us we can explore your options.

Whatever you choose to do, it's critical that you get in touch with legal experts like us. A prompt decision about your case will be made after your employer contacts the Home Office, as they are required to do within 10 days. Usually, this means that your visa will be restricted and you will be given sixty days to depart this country. It's obvious that you don't have much time to make other plans, but by talking to us, you might learn of another choice you hadn't thought of.

Can someone with a Tier 2 General Visa change jobs?
You certainly can. You are free to look for other work as long as you are still within the terms of your existing visa. It is also necessary for your new company to obtain a Tier 2 Sponsor Licence, unless you are going to be granted Indefinite Leave to Remain (ILR). In essence, you will have to use a Certificate of Sponsorship (CoS) from the new prospective employer to apply for a completely new visa. Your previous visa will expire upon approval of your new one, at which point you will be free to change jobs.

It's a common misconception among Tier 2 General Visa holders that they must remain with their current employment; however, this is untrue. They can go to work for another holder of a Tier 2 Sponsor Licence as long as they can continue to meet the requirements for a Tier 2 General Visa. Please contact us if you need assistance understanding your rights and submitting a new visa application if you are concerned about your Tier 2 General Visa and changing jobs.

CHAPTER SEVEN

You must have HR systems in place that let you:

- Monitor your workers' immigration status.
- Keep copies of relevant documents for each sponsored worker, including evidence you've carried out the relevant right to work checks.
- Track and record workers' attendance.
- Keep worker contact details up to date.
- Report to UKVI if there is a problem, for example if your worker stops coming to work.

By fulfilling these key compliance responsibilities, organisations can not only maintain their sponsor licenses but also contribute to the overall integrity of the immigration system, fostering a culture of responsible sponsorship. Regular monitoring, training, and cooperation with immigration authorities are essential elements in meeting these obligations.

CONCLUSION

In crafting this HR Compliance guide, we have aimed to provide employees with a comprehensive resource that outlines the policies, procedures, and expectations governing their employment. By ensuring compliance with relevant laws and regulations and prioritizing the well-being and rights of our employees, we aim to foster a positive and productive work environment where everyone can thrive.

This guide serves as a valuable reference tool for employees to understand their rights, responsibilities, and available resources within the company. It reinforces our commitment to fairness, equality, and transparency in all aspects of employment.

As regulations and company policies evolve, we will continue to update and enhance this guide to reflect the latest standards and best practices. We encourage all employees to familiarize themselves with the contents of this guide and reach out to the HR department for any clarification or assistance needed. We believe that by upholding high standards of compliance and promoting a culture of respect and inclusivity, we can build a stronger, more resilient workforce and achieve our shared goals together.

The HR guide should be regularly reviewed and updated to reflect any changes in company policies, procedures, or legal requirements. Additionally, it's essential to ensure that all employees have access to the HR guide and understand its contents.

Sponsor Comply

contact@sponsorcomply.com
www.sponsorcomply.com
Telephone: 02035000388