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The COVID-19 emergency directly impacts on employment relationships both from a health & safety perspective, and regarding general management of relationships (i.e. salary obligations, effects of Government orders, co-determination rights for measures adopted).

Health & Safety

The employer, with the support of any other medical/technical expert provided by local law, must (i) inform the employees about the situation and (ii) adopt and keep a policy updated, providing all the measures & best practices aimed at excluding and reducing the risk of contagion as much as possible. These measures may include:

- Hygiene rules at the workplace;
- Safety distance among employees in the office;
- Prohibition of physical meetings and business travel unless strictly necessary; and
- Prohibition of going to work for those who have any symptom of flu, pregnant women etc.

Despite the fact that, in principle, employers cannot oblige employees to stay at (or work from) home, the competent Authorities of some Countries allow or encourage the employer to put employees on holidays or working from home as a measure to limit the contagion.

Save for different local rules, the employer cannot order health checks (like temperature checks when employees access the workplace) and, as such, can only impose the employee to follow any relevant guidelines issued by the competent Authorities.

In principle, there is no co-determination right for health & safety measures, however it is advisable to at least share any material decision which impacts on the business organization & employment relationship management with the unions.

In the event that an employee is – or is suspected to be – infected, the employer must immediately keep the employee at home and liaise with any medical/technical expert provided by local law to assess whether there is any additional risk posed to other employees and adopt

any relevant measure to limit such risk.

Management of the relationship

Save for different orders issued by competent authorities, the employer is not obliged to suspend its business, unless it is objectively impossible to carry out the business in compliance with the hygiene-safety rules issued by the competent Authorities.

If the business continues, and the employer is compliant with health & safety obligations, the employee cannot refuse to work for fear of contagion (even if, depending on local situations, sanctioning the employee for such refusal could not be considered fair or appropriate).

The employer could meet employees' concerns by putting them on smart-working or holiday/paid leave (and, as such, entitled to fully salary). The same measures could be applied in the event that Authorities prevent employees from going to the office (for instance, if the Authorities limit movement among different cities and the employee lives in a city different from the one where the office is located).

In the event of competent Authority orders to suspend/stop business, the employees remain entitled to full salary, save for different local provisions.

Employees are also entitled to full salary (or sick pay, depending on local laws) in the event that they are mandatorily quarantined (i.e. they are infected by COVID-19 or live/have been in contact with someone who is infected).

In addition to specific agreements with employees/unions aimed at reducing the employment costs, employers can try facing the business decrease determined by the COVID-19 emergency by also benefiting from any social program made available by the local laws (Governments around the world are working on specific programs to support businesses impacted by the COVID-19 emergency).

Contacts



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