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Zajmuje się nauczaniem języków specjalistycznych
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Współpracuje jako metodyk i trener ze szkołami języków obcych.

Lesson Thirteen

Employment Law

As The Free Dictionary (www.thefreedictionary.com) defines **employment law** as *the body of law that governs:*

- *the **employer-employee** relationship, including individual **employment contracts**,*
- *the application of **tort** and contract doctrines,*
- *the issues such as the right to organise and negotiate **collective bargaining** agreements, protection from **discrimination**, **wages** and hours, and **health and safety**.*

Contract of Employment

The basic feature of employment law in almost every country is that the rights and obligations of the worker and the employer between one another are mediated through the **contract of employment** or an **employment contract** between the two. It is an agreement between an employer and an employee which sets out their employment **rights**, **responsibilities** and **duties**. These are called the **'terms' of the contract**.

In the UK your employment contract doesn't have to be in writing. However, you are entitled to a written statement of your main employment terms within two months of starting work. Having a written contract could cut out **disputes** with your employer at a later date, and will help you understand your **employment rights**.

You and your employer are bound to the employment contract until it ends (usually by **giving notice**) or until the terms are changed (usually in an agreement between you and your employer).

The main sections of the employment contract may include:

1. **Term of employment**
2. **Probation**
3. **Compensation and benefits / Salary**
4. **Duties and responsibilities**
5. **Termination and notice**
6. **Confidentiality**
7. **Working hours**
8. **Annual leave**
9. **Sick leave**

EXERCISE 1

Below you will find the excerpts from contracts of employment. Label them with the appropriate headings listed above.

A:

Your duties as ... are as follows:

- Developing ...
- Implementing ...
- Conducting ...
- Supervising ...
- Increasing ...
- Improving ...
- Reporting to ...

B:

The parties hereto agree that the initial six (6) month period of this agreement is "**probationary**".

C:

The Employee acknowledges that, in the course of performing and fulfilling his duties **hereunder**, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the **disclosure** of any of which confidential information to **competitors** of the Employer would be highly **detrimental** to the interests of the Employer.

D:

Besides the **gazetted** public holidays, the Employee is entitled to fourteen (14) days paid annual leave upon the completion of one year's service from the date of confirmation of the Employee's employment.

The Employee is entitled to five (5) days of **compassionate leave** per calendar year upon the completion of the first year of service.

E:

The Employee's starting basic monthly salary will be £ ... per month (...)

In addition, the Employee is entitled to receive **benefits** in accordance with the Employer's standard benefit package, as **amended** from time to time.

F:

The Employee may **terminate** his employment at any time by providing the Employer with at least eight (8) weeks **advance notice** of his intention to **resign**.

G:

The Company's working hours are Monday to Friday, from 9am to 6pm . The Employee is **entitled** to one hour of lunch break every day.

H:

The employment of the Employee shall **commence** the date **hereof** and continue for an indefinite term until terminated in accordance with the **provisions** of this agreement.

I:

The Employee must notify the Company and/or his/her immediate supervisor as soon as practicable if the Employee is unable to work for medical reasons. Such notice shall be given within the first four (4) hours of the working day.

Minimum Wage

Exercise 2

In the text below use the verbs in brackets in their correct form.

The National Minimum Wage (NMW) is a minimum amount per hour that most workers in the UK 1..... (entitle) to be paid. If you 2..... (pay) below the NMW you can contact the Pay and Work Rights helpline for confidential help. The minimum wage usually 3..... (differ) from the lowest wage which 4..... (determine) by the forces of supply and demand in a free market. In the UK the different levels of NMW 5.....(depend) on your age. The current rates (from 1 October 2009) 6..... (amount) to:

- £5.80 - the main rate for workers aged 22 and over
- £4.83 - the 18-21 rate
- £3.57 - the 16-17 rate for workers above school leaving age but under 18

If you are of compulsory school age you 7..... (not/entitle) to the NMW. Some of your other employment rights are also different.

In 2009 the minimum wage in Poland 8..... (calculate) at the level of PLN 1,276.

Being made redundant

Redundancy is a form of **dismissal** from the job, caused by the employer needing to reduce the workforce for various reasons, e.g. implementing new system or technology which makes some jobs unnecessary, the need to cut costs or closing down the business.

If the employer is **making** 20 or more **employees redundant** in one establishment within a 90 day period, this is a **collective redundancy**. If the employer is thinking about making collective redundancies, they have a duty to consult with the representatives of the employees' **trade union**. If the employer fails to consult the representatives then a **claim** may be made to an **Employment Tribunal** for a **protective award** (a monetary award of up to 90 days pay).

Dismissal

Dismissal is when the employer ends the employee's employment. This could happen in several ways, including:

- the employer the employee's employment, with or without **notice**
- the employer **constructively dismisses** the employee by **breaching** the employment **contract** so badly that the employee is forced to leave
- **fixed-term contract** is not renewed.

A contract of employment is a legally binding agreement between the employee and the employer. A **breach of contract** happens when either one of the parties breaks one of the terms (for example, if the employer doesn't pay the employee **wages**, or the employee doesn't work the agreed hours). If you do decide to **take legal action**, it can either be through an **Employment Tribunal**, which is usually cheaper and quicker, or through a **civil court**.

If the employee breaches the contract, the employer should try to settle the matter with the employee informally. If the employer suffers a financial loss because of the breach, they could **make a complaint** for **damages** against the employee.

The most common breaches of contract by an employee are when they **quit** without **giving** proper **notice**, or when they go to work for a competitor when their contract doesn't allow it.

Unfair dismissal

Unfair dismissal is where the employer **sacks** the employee (or forces them to leave) without good reason or fails to follow fair dismissal procedures.

A dismissal could be automatically unfair if the employee is dismissed because they tried to claim one of their **statutory** employment **rights**. In most cases they need at least a year's service before they can **make** an unfair dismissal **claim**.

Wrongful dismissal

Wrongful dismissal is when the employer breaches the contract in dismissing the employee or forcing them to leave. For example, they could dismiss the employee **without notice** or without following their disciplinary and dismissal process.

Constructive dismissal

Constructive dismissal occurs when the employee is forced to **quit** their job against their will because of their employer's behaviour occurs when employees **resign** because their employer's behaviour has become so **heinous** or made life so difficult that they may consider themselves to have been fired. The employee must prove that the behaviour was **unlawful**. The reason for leaving your job must be serious - there must be a fundamental **breach of contract**, e.g.:

- not paying the employee or suddenly **demoting** for no reason
- forcing the employee to accept unreasonable changes to the conditions of employment without their agreement (e.g. suddenly telling them to **relocate** to another town, or making them work **night shifts** when the contract is only for day work)
- **bullying, harassment** or **violence** against the employee by work colleagues
- making the employee work in dangerous conditions.

Exercise 3

Scan the text above to find the words and phrases which are synonymous to the verbs:

to employ	to dismiss

Then use your dictionary and try to add as many words as you can.

Discrimination

Discrimination means treating some people differently from others. There are certain reasons that your employer can't discriminate against you for. You can't be discriminated against because of your:

1. **gender**
2. **marital status**
3. **gender reassignment**
4. pregnancy
5. sexual orientation
6. **disability**
7. race
8. colour
9. ethnic background
10. nationality
11. religion or belief
12. age

Exercise 4

Read the descriptions of certain examples of recent discrimination cases. Use the words in brackets in the correct form. Later discuss on what grounds the claims could have been made. (all descriptions come from: www.emplaw.co.uk)

1. Ms Sarah Smith after having her fourth child she asked for a computer to (install) at her home so that she could do more of her work from home and to have flexible working hours so that she could have more contact with her children. Her requests (refuse).
2. Adam Michael applied for a job with British Fruit but (not shortlist) and (complain) to an employment tribunal that this was because he was of black Caribbean origin.
3. John Brown (refuse) a job in a coffee shop in the Waitrose store in Gillingham, Dorset, because of his beard. Paul Clarkson (dismiss) by his employers because he (grow) and (refuse) to cut a pony tail in contravention of his agreement to **abide** by the company's dress code.
4. Mrs Diane Knight..... (claim) she "almost" had a **miscarriage** as a result of (bully) by her boss Michael Hymes at American Express.
5. Judy Hawk (wear) a trouser suit at her new job as a training manager with the Professional Golf Association. This..... (not allow) by their dress code which (require) women to wear skirts or dresses.
6. Maria King, a senior lawyer in the Crown Prosecution Service with 12 years' service, (win) a claim against the CPS on the basis that her male former superior

repeatedly (fail) to promote her after she (achieve) the required performance targets while white lawyers (promote) to management levels.

7. A female employed solicitor named Harriet Parker, who was pregnant, (dismiss) for misconduct. She had to(have) her baby (induce) at 23 weeks. The baby, Maria, was born alive but (die) soon afterwards as a result of being premature.

Exercise 5

Complete the table with missing verbs or nouns.

Verb	Noun	Verb	Noun
to employ	employment ----- -----	to bully	----- a -----
to dismiss	-----	to breach	-----
to -----	discrimination	to complain	-----
to -----	competition competitor	to -----	resignation
to amend	-----	to demote	-----
to -----	termination	to harass	-----
to provide	-----	to -----	redundancy

Glossary

to abide - przestrzegać
 advance notice – wypowiedzenie z wyprzedzeniem
 to amend - poprawić
 annual leave - urlop
 benefit – świadczenie, dodatek
 breach of contract – naruszenie umowy
 bullying - zastraszanie
 civil court – sąd cywilny
 claim - pozew
 collective bargaining – negocjacje w sprawie umowy zbiorowej
 collective redundancy – zwolnienie grupowe
 to commence - zaczynać
 compassionate leave – urlop okolicznościowy
 competitor - konkurencja
 complaint – pozew, skarga
 confidentiality - poufność
 constructive dismissal – przymuszenie do rozwiązania stosunku pracy
 contract of employment – umowa o pracę
 damages - odszkodowanie
 to demote - zdegradować

detrimental - szkodliwy
 disability - kalectwo
 disclosure – wyjawienie informacji
 discrimination - dyskryminacja
 dismissal - zwolnienie
 dispute - spór
 duty - obowiązek
 employee - pracownik
 employer - pracodawca
 employment contract – umowa o pracę
 employment law – prawo pracy
 employment rights – prawa pracownika
 employment tribunal – sąd pracy
 to entitle - upoważniać
 fixed-term contract – umowa na czas nieokreślony
 to gazette – ogłaszać w monitorze
 gender - płeć
 gender reassignment – zmiana płci
 to give notice – wręczyć zwolnienie
 harassment - molestowanie
 health and safety - BHP
 heinous - ohydny

hereof – od tej chwili
 hereunder – zgodnie z niniejszą umową
 to make a claim – złożyć pozew
 to make sb. redundant – zwolnić
 marital status – stan cywilny
 miscarriage - poronienie
 night shift – nocna zmiana
 notice – wypowiedzenie
 the parties herto – strony zainteresowane
 probation – okres próbny
 probationary - próbny
 protective award – odszkodowanie z tyt.
 zwolnienia grupowego
 provision - postanowienie
 to quit – zwolnić się z pracy
 to relocate - przenieść
 to resign – ustąpić ze stanowiska
 responsibility – odpowiedzialność, obowiązek

right - prawo
 to sack - zwolnić
 sick leave – zwolnienie lekarskie
 statutory right – prawo ustawowe
 take legal action – wystąpić na drogę sądową
 term of employment – okres zatrudnienia
 to terminate – wypowiedzieć (umowę)
 termination – wypowiedzenie (umowy)
 terms of the contract – warunki umowy
 tort - delikt
 trade union – związki zawodowe
 unfair dismissal – nieuzasadnione zwolnienie z
 pracy
 unlawful – bezprawny
 wrongful dismissal – bezprawne zwolnienie
 violence - przemoc
 wages – płaca
 without notice – bez wypowiedzenia

ANSWERS

Exercise 1:

A: Duties and responsibilities
 B: Probation
 C: Confidentiality
 D: Annual leave
 E: Compensation and benefits / Salary
 F: Termination and notice
 G: Working hours
 H: Term of employment
 I: Sick Leave

Exercise 3:

to **employ** = to hire, to take on, recruit, to appoint
 to **dismiss** = to make redundant, to sack, to give the
 sack, to fire, to give notice, to terminate (the
 employment), to lay off, to clean out, to retire, to
 quit

Exercise 2:

1. are entitled
2. are paid / are being paid
3. differ
4. is determined
5. depend
6. amount
7. are not entitled
8. has been calculated

Exercise 4:

1. be installed, were refused
2. was not shortlisted, complained
3. was refused, was dismissed, grew, refused
4. claimed, bullying
5. wore, was not allowed, required
6. won, failed, had achieved, were promoted
7. was dismissed, have her baby induced, died

Exercise 5:

Verb	Noun	Verb	Noun
to employ	employment employee employer	to bully	bullying a bully
to dismiss	dismissal	to breach	breach
to discriminate	discrimination	to complain	complaint
to compete	competition competitor	to resign	resignation
to amend	amendment	to demote	demotion
to terminate	termination	to harass	harassment
to provide	provision	to make redundant	redundancy

