

COLLECTIVE BARGAINING

Read about collective bargaining (which is usually carried out by trade unions on behalf of the employees) and summarize its purpose.

What are synonyms for the following words and phrases (try to find some before reading, and then find the synonyms used in the text):

- duty _____; salary _____; trade union representatives _____
- dealing with workers' complaints _____; provisions _____; process for _____
- was breached _____; unbiased _____

1 Collective bargaining contracts govern the rights and obligations of employers and employees in many private and public sector employment relations. Under
 3 collective bargaining, representatives of the employees bargain with a single employer or a group of employers for an agreement on wages, hours, and working
 5 conditions for the employees. The agreement worked out by the representatives of the employees, usually union officials, is generally subject to a ratification vote
 7 by the employees.

Terms usually found in collective bargaining contracts are: [1] identification of the work belonging exclusively to designated classes of employees, [2] wage and benefits clauses, [3] promotion and lay-off clauses, which are generally tied in
 11 part to seniority, [4] a management's rights clause, and [5] a grievance procedure by which persons contending the contract was violated or that they were
 13 disciplined or discharged without "just cause" may ultimately have their cases decided by impartial labor arbitrators.

R.A. Anderson, I.Fox, D.P. Twomey, *Business Law*

DUTIES OF EMPLOYERS, RIGHTS OF EMPLOYEES

1 General duties of employers. Duties of employers are, for the most part, rights of employees. In addition to payment of wages, employers owe various common law
 3 obligations to employees, which constitute implied terms in the contract of employment in the absence of express agreement to the contrary.
 5 Special statutory rights of employees. In recent years, legislation has given increasing rights to employees. Some rights apply generally, such as those to
 7 written notification of terms, and itemized pay statements, and to minimum periods of notice. Other rights apply only to particular types of employee, or in
 9 special situations.

S.B. Marsh, J. Soulsby, *Business Law*

'Lay(-)off' as a noun means a termination (temporary or permanent) of employment at the will of employer. The verb is irregular: to lay off/laid, laid, laying.

WAGES

Wages are usually defined as the amount paid periodically, especially by the day or week or month, for the labour or service of an employee. The term is commonly used in plural. The singular has a rather rhetorical flavour, but it has sometimes a special convenience with reference to a particular instance or amount (*day's wage, minimum wage*). Wages should be distinguished from salary, traditionally defined as a fixed payment made periodically to a person as compensation for regular work, however, restricted now to payments made for *non-manual* or *non-mechanical* work (as opposed to *wages*).

Read the following text which further elaborates on the role of wages in an employment relationship.

1 The amount of wages may be fixed by negotiation, may depend upon a collective bargain, may be implied from the custom or practice of the trade, or stem from a
 3 combination of these. Exceptionally, in the absence of any agreement, there is an obligation to pay a reasonable amount.
 5 To a limited extent, there is Government intervention. We have seen that the Wages Councils exist to help some workers with inadequate bargaining power.
 7 The EQUAL PAY ACT aims to ensure equal pay for men and women doing the same work. The Government also makes provision for families living with a child,
 9 where either parent is employed but on low pay. If the family's income is below a certain level, the parent(s) will be entitled to 'family credit' under the SOCIAL SECURITY ACTS 1992. A person on low income may also be entitled to a housing benefit in the form of rent rebate, and he may only have to pay part of the
 13 community charge or poll tax. If he is at a disadvantage in obtaining work because of some physical or mental handicap, he may, from 1992, claim a disability working allowance.

S.B. Marsh, J. Soulsby, *Business Law*

a. Think of the following phrases and try to explain them:

to fix by negotiation; in the absence of an agreement; reasonable amount; government intervention; inadequate bargaining power; person on low income; community charge; poll tax.

Find in the text synonyms for: low salary _____; non-existence _____; family contributions _____

a. Explain the following phrases:

General duties; agreement to the contrary; notification of terms; pay statement; period of notice.

b. Find the key sentence in the preceding text which expresses the general idea of rights and duties in an employment relationship.

c. What are two kinds of terms contained in a contract of employment?

i. those written explicitly are _____ terms;
 ii. those resulting from a wider (legal) context or which can be established by circumstantial evidence are _____ terms

Chrona

Employment law

Complete the words into the text below.

- express term
- minimum
- indefinite period
- waive his right
- continuous employment
- reasonable notice
- unfair dismissal
- redundancy payment
- maximum
- statutory
- fixed term

1 A contract for 4. _____ or a particular piece of work normally ends automatically on the expiration of the time or completion of the work. If 3 as is more usual, employment is for an 2. _____, either party may end it by giving notice to the other, and the length of notice required is 5 frequently an 3. _____ in the contract. Even in a fixed period contract there may be a term entitling one or both parties to terminate earlier by 7 notice. If there is no prior agreement on the notice period, 4. _____ must be given.

9 The statutory 5. _____ periods of notice are set out in the Employment Protection (Consolidation) Act. After two years' employment the worker 11 is entitled to at least two weeks and, thenceforth, at least one week's notice for each year of 6. _____ up to a maximum statutory 13 entitlement of 12 weeks.

15 The employer has a corresponding right to at least one week's notice from the worker after continuous employment of one month, but there is no 17 sliding scale thereafter, however long the employment, one week is the 19 statutory notice which the worker need give.

21 It should be noted again that these periods are 8. _____ minima. The individual contract of employment can expressly or impliedly provide for longer periods of notice, but never less. On the other hand at any time, for 23 example on leaving or dismissal, either party can 9. _____ to notice. It should be emphasized that, even if proper notice is given, an employee 25 may still be entitled to 10. _____ or statutory compensation for 11. _____

S.B. Marsh, J. Soulsby, *Business Law*

I. The following text deals with duties of employees - put the headings to the right paragraphs according to their contents:

- A - to take care and exercise reasonable skill
- B - to give loyal and faithful service
- C - to obey instructions
- D - to render personal service

- As well as rights, employees obviously have duties:
- (1) _____: The worker must be prepared to work within the terms of his contract. The work must be carried out personally and cannot be delegated to a substitute.
 - (2) _____: The worker must take reasonable care in exercising his duties. He must take responsible care of his employer's property, and be careful that his conduct does not harm fellow workers or outsiders so as not to impose vicarious liability on his employer. Negligence may entitle the employer to dismiss the employee, and also to be reimbursed by him.
 - (3) _____: All reasonable and legitimate orders which are within the terms of the employment must be obeyed.
 - (4) _____: A number of important applications may be given of this rather vague expression: an employee must carry out his duties at work in an honest and responsible manner; an employee indulging in "moonlighting" (working in his own time either for himself or another employer) may break his contract if the other work competes with and damages that of his employer.

II. Find verbs in the preceding text for the definitions:

- _____ to pay money back for some loss
- _____ to perform
- _____ to do what someone in authority tells you to do
- _____ to take part in an activity

III. The following text outlines situations in which an employee may be justifiably dismissed. Put the right prefixes (DIS-, MIS-, NON-, IN-) to create negative nouns:

- An employer may be justified in discharging an employee because of the employee's
- (1) _____ performance of duties,
 - (2) _____ representation or fraud in obtaining the employment,
 - (3) _____ obedience to proper directions,
 - (4) _____ loyalty,
 - (5) theft or other _____ honesty,
 - (6) possession or use of drugs or intoxicants,
 - (7) wrongful _____ conduct, or
 - (8) _____ competency.