

Employment law FAQ's for employees

If I get made redundant will I be entitled to any compensation?

Yes. If you are made redundant and you have been employed by your employer for 2 years or more, you will be entitled to a statutory redundancy payment.

How much is this?

The amount is worked out according to how long you worked for your employer, how much you earned and your age. It is subject to a statutory maximum figure, which is regularly updated. Some employers have schemes that are more generous than the statutory scheme. Your employer should provide you with a written statement showing how the payment has been worked out.

What if my employer doesn't pay up?

If your employer doesn't make the redundancy payment, you would be able to apply to the Employment Tribunal which would then force your employer to pay.

What is unfair dismissal?

The law says that there are only a limited number of reasons for which you can be fairly dismissed. These include things like your job becoming redundant, you being incapable of doing your job, or if you are guilty of misconduct.

There are some cases where a dismissal is automatically considered to be unfair, such as where someone is sacked for a reason connected with pregnancy.

If you feel unfairly treated, it's possible to make a claim for unfair dismissal to the Employment Tribunal, and your employer would then have to satisfy the Tribunal that it had dismissed you for a fair reason and that it had also acted fairly and reasonably in all the circumstances.

As part of this, your employer must follow the correct procedures and if it failed to do so, your dismissal could be found to be unfair, even if the employer had valid grounds to dismiss you. For instance, your employer should normally offer you the right to appeal against the dismissal and the Tribunal would normally expect you to use the appeal procedure.



Article author:

Richard Giles

Partner

*Dispute Resolution and
Litigation Partner*

Email:

richard.giles@hatten-wyatt.com

If you wish to discuss these matters further, please do not hesitate to contact Richard Giles on:

01474 351199 or alternatively
richard.giles@hatten-wyatt.com

Telephone: (01474) 351 199 www.hatten-wyatt.com

18/21 Wrotham Road, Gravesend, Kent, DA11 0PF

51/54 Windmill Street, Gravesend, Kent, DA12 1BD



Who can make a claim?

Generally, you must have worked for your employer for at least a year – although there are some exceptions to this, for example where discrimination is involved, so it's always worth getting advice.

What can the Employment Tribunal do?

In an unfair dismissal case, the tribunal could order your employer to give you your job back, or to take you on in another role. It is up to you whether you want this. Most commonly the Tribunals will award compensation, where a claim is successful.

How much can it award?

In an unfair dismissal case, the award comes in 2 parts – the basic award, which is very similar to a statutory redundancy payment, and the compensatory award, which is to cover the actual losses you have suffered in losing your job. This includes things like your loss of earnings. There is a statutory limit to the amount of the compensatory award in most cases, which is regularly updated.

What can I do if I feel that my employer has discriminated against me?

The law recognises a number of different types of discrimination. These are discrimination on the grounds of race, sex, religion or belief, age, disability and sexual orientation. The first thing you should do is to raise the issue informally with your employer. If this does not resolve it, then raise it through your employer's formal grievance procedure.

If you remain dissatisfied you can bring a claim to the Employment Tribunal.

Are there any time limits for bringing a claim?

Yes, there are strict time limits that apply to bringing claims in the Employment Tribunal. In unfair dismissal cases, you must start your claim within 3 months of the effective date of your employment ending. In a redundancy claim, you generally have to claim within 6 months. Where you are complaining of discrimination, you have to claim within 3 months of the act of discrimination concerned. Do not delay for any reason - you should seek legal advice as soon as you think you may have grounds for a claim

Should I sign a Compromise Agreement?

Compromise Agreements are a way of resolving issues between employers and employees when the employee's job comes to an end. In essence, the employee agrees to sign away the right to bring Tribunal or other claims in return for a payment (usually called a "Termination Payment"). To be valid and binding, the Compromise Agreement must comply with detailed legal requirements. The employee must have received independent legal advice before signing. Employers will usually pay or contribute to the cost of getting advice. We are able to advise you on all aspects of Compromise Agreements and may be able to do so at no cost to you.