

Exam 1



Insert Legal Case Study Employment contracts should contain all the rules of engagement, what an employee is going to be in an organization; how long the agreement will take; remuneration and benefits; and clauses that guide the termination of the contract. In light of these conditions, Jill needs to prove that the employer has breached the contract in several respects: first, by violating the duration of the contract by wrongfully dismissing her; secondly, by assigning to her responsibilities that were not spelled out during the selection process; and finally by denying her of the benefits, and compensation.

As an Arbiter

Jill would likely claim damages and remedies for suffering 'injury' and damaged reputation following the employer's concealment of some sections of the contract to her during recruitment. Additionally, she may claim damages for wrongful dismissal from the job; and her denial of benefits despite the purported validity of the contract. As an arbiter I would ask the employer to reinstate Jill from the date of dismissal with compensation entitlements for the time the employee has been away, but under new and clearer terms that would not be injurious to her morals and reputation as a staunch Christian. She would then withdraw the notice she had issued to the Justice Department. Usually, any monetary compensation is not applicable in her case because she served for less than six months.

Wrongful dismissal

According to Palmer, if she brought the issue to the Federal Court, the judges would order the implementation of any of the two primary remedies for illegal termination of the employment contract (158): first, the two parties can either be ordered to honor the contract and perform what it entails in

letter and spirit throughout the remaining period of the agreement or order the payment of damages to Jill for the injuries she has suffered. As a Federal Judge, I would not recommend the implementation of a specific performance of the employment agreement because a substantial amount of time may have elapsed between the period of the purported breach of the contract or dismissal and when the verdict of the Supreme Court is given. The Federal Court deliberates mainly on appeal cases, which may have lasted several years under lower jurisdictions.

Secondly, I would be unwilling to force the two parties to carry on their employment relationship when frosty ties may have already set in. For instance, Jill's decision to contact the Justice Department following what she perceived to 'unethical' responsibilities bestowed upon her by the employer, which definitely led to the breach of the contract, may have caused irreparable loss of trust between the two parties. According to Palmer, compensation would be the most appropriate remedy for Jill's wrongful dismissal (175). I would award her damages for loss of wages and other compensation; and the injuries stemming from the termination of the contract, such as psychological trauma.

Conclusion

Damages for salaries and allowances generally encompass the sum all benefits that Jill was entitled to under the agreement. I would however not include any bonuses that the employer may have given to her. For compensation, she would be entitled to a salary and allowances calculated for a period of five years when the contract was expected to be legally terminated. Owing to the fact that the legal doctrine provides that compensation measures be made to put the wronged party in the same level

as if the agreement had been implemented according to its provisions, I would grant Jill damages amounting to \$650, 000. The extra \$200, 000 being any allowances and compensation for injuries she has suffered.

Works Cited

Palmer, Gardner Gill. *Employment Relations*. Sydney: Macmillan Education.