

# Employment law

Law



Employment Law al Affiliation) Summary of Issues Tomas worked for a total of 200 hours of overtime. He took 50 hours of lieu time and 150 hours remained. Tomas complains that he is entitled to the remaining payment of hours in lieu time. Tomas worked for over fifty-five hours per week as a manager and should be eligible for overtime payment. He needs compensation for the time off not taken. For the public holidays, Tomas complains that he has been working without getting time off on another day for the time worked. The loss of major clients affected his salary without prior notice. The health benefits withdrawn from his salary were not appropriate. He complains of unfair elimination of his unused vacation. There was no proper written notice of termination of Tomas employment. The company provided a two-week termination payment in lieu of notice.

#### Issues

Tomas promotion to a data entry manager made him work for about 55 hours in a week. This made him eligible for overtime because he worked for more than 44 hours in a week. This is because he was promoted a month after his overtime work that is within three months as stated in the Employment Standards Act of 2000. In *Zsoldos v. MMMC Inc. Architects*, 2005 CanLII, it the plaintiff signed an agreement with the defendant that was legally binding to both parties.

Tomas needs compensation for the time off not taken, in addition to the hours he worked during public holidays. He should get time off for the holidays he worked in addition to the three weeks off as stated in the Employment Standards Act. It was not appropriate to eliminate the unused vacation because it could only be legally binding if there was a proper agreement signed in writing and not an oral agreement. This should be <https://assignbuster.com/employment-law-essay-samples-3/>

effective within seven days of employment termination.

The withdrawal of the health benefits was inappropriate because Tomas was still an employee before the major clients ceased to do business with Crowne Company. The company should provide the health benefits for the period stated in the contract agreement with the employee. In case of termination of the health benefits, there must be a written notice to the employee.

Tomas termination of employment was inappropriate, as his employment with Crown Company lasted for more than three months. In addition, the employer did not give him a proper written notice informing him of the termination of his employment or a pay for the termination. The termination pay in lieu of notice was inappropriate. This is because in case of employment termination the pay in lieu of notice is effective within seven days after the termination date. In the case of *MacWilliam v. Rudy's Petroleum Services Ltd.*, 1990 (CanLII 514), it was held that the plaintiff was dismissed without a reasonable notice or termination in lieu of notice.

#### Conclusion

Tomas needs to recover the overtime through Back Pay Awards such as the salary he lost when his overtime after the promotion. He could seek for reemployment because the employer wrongfully dismissed him from employment. Tomas needs compensatory damages for the inappropriate withdrawal of the health benefits. He could also seek for an injunction to stop the company from further dismissal of the employees. The court could also ask the company to pay the attorney fees for Tomas. For the holidays worked and vacation not taken by Tomas, the company could give financial compensation to the extent of hours worked.

#### Reference

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" Employment Standards Act, 2000, S. O. 2000, c. 41." Employment Standards Act, 2000, S. O. 2000, c. 41. N. p., n. d. Web. 30 Oct. 2014. .