

## Employment Case Record 2

Client is 62, white, British, single, not disabled and lives in his own home without a mortgage. Client stated that they had over £16,000 in savings/capital. Client has been employed for nearly a year by \* and % as a personal security guard. However, the employer has now said they are going to have to let him go was that he was late on several occasions. Client agreed he had been late but thought he should have been given a second chance. His lateness was due to not realising he could lose his job through poor timekeeping. He thought he would be given a written warning first as in previous jobs he had. His employer had discussed his lateness with him on a couple of occasions. He has a written contract but it just covers pay and holiday entitlement. No mention of notice or dismissal procedures. Dismissed verbally by the employer yesterday.

Client stated that they have given him one month notice. Advised this was more than the statutory minimum (6.8.10.6). They are not paying holiday pay but client is aware he has 28 days a year + bank holidays and has already taken all holidays due to him. Client stated that he isn't happy at being let go and asked if there was anything he could do about it.

Advised client that as he had not worked for the employer for 2 years, they have few rights unless he was dismissed for trying to enforce a statutory right or had been treated differently due to age, sex, religion etc. (6.8.10.1). Read out the list of protected characteristics and the client confirmed they hadn't been treated any differently to anyone else at the workplace. There was no evidence that the processes used discriminated against one group. Therefore facts of the matter do not indicate that the client has been discriminated against.

There have been no other dismissals while he's been at work so he's not aware of what the usual process is. Advised employers should follow a fair process which includes writing a letter and arranging a meeting. The client could write to his employer asking to appeal internally for his job back. However, as client doesn't have a claim for unfair dismissal he wouldn't be able to take action at an ET to get any compensation for the employer not using a fair process (see 6.8.10.2). The client could ask for a statement of terms and conditions which should cover disciplinary procedures. He must ask for it within 3 months of his employment ending (6.3.0.8 paras 20-20d). He could go to an ET if not sent terms and conditions but no compensation would be payable, the ET would only determine what the terms and

conditions were (para 21d). 3 months time limit less 1 day from the date of leaving the job to apply to an ET i.e. by 16th of May this year (6.9.3.8 Appendix). There are costs involved with going to an ET. Client didn't want to take action against his employer as would like his job back. Client to return for further advice on costs and ET process if he changes his mind.

Offered client a benefit check but client declined. Client is happy to write to his employer himself apologising for repeated lateness, assuring his employer it wouldn't happen again and asking for details of how to make an internal appeal to try to get his job back.