

The pitfalls of recovering stolen confidential documents disclosed in litigation

The Court of Appeal has allowed a party's disclosure in Tribunal proceedings to be used in subsequent proceedings even though the party seeking to rely on these documents erroneously forgot to ask the permission of the Tribunal to do so.

Employer failed to make reasonable adjustments to redeploy disabled employee being made redundant

The Employment Appeal Tribunal has held that an employer failed to make reasonable adjustments to redeploy one of its disabled employees who was at risk of redundancy and could not attend interviews. The EAT held that the employer should have made reasonable adjustments and offered an alternative way of assessing the employee's suitability for redeployment roles, even though the employee had been unresponsive when HR suggested alternative roles.

Government launches consultation on loopholes in ban on exclusivity clauses in zero hours contracts

After the controversy surrounding zero hours contracts, the Government is proposing to ban employers from using exclusivity clauses in them. On 25 August 2014, the Government launched a consultation to examine the potential loopholes employers could use to get around its proposed changes to the Small Business, Enterprise and Employment Bill.

Employment tribunal holds that an employee was not liable for PAYE under-deductions

The employment tribunal has held that an employee was not liable for PAYE under-deductions because their employer had not taken reasonable care in complying with the PAYE Regulations. Instead the employer had delegated the matter to a payroll agent without liaising with them or making enquiries of them.

High Court finds that assessment of bonus pool does involve contractual discretion

The High Court has held that the calculation of a bonus pool by an employer bank involved an exercise of discretion and therefore the bank was under a duty, by virtue of an implied contractual term, to exercise its discretion honestly and in good faith and not arbitrarily, capriciously or irrationally.

Employee's previous breaches did not bar a constructive dismissal claim

The Employment Appeal Tribunal has held that an employee's previous breach of contract did not prevent him from bringing a claim for constructive dismissal against his former employer. However, the EAT noted that if the employer established that it could have fairly dismissed the employee had it known about his previous breach of contract, the employee's compensation could be reduced by up to 100%.