

# SPEAKING

Work in pairs. Think of two jobs which:

- require absolutely no intelligence
- are overpaid
- children typically want to do
- can be done from home
- you would never do

# READING

**Task 1.** Read the text given below and find English equivalents for:

- stosunek pracy
- zakład pracy
- umowa o pracę
- przepisy bhp
- wynagrodzenie

**1.1.** The Labour Code regulates the basic principles of employment law which primarily specify the basic rights and duties of parties in an **employment relationship** [ɪm'plɔɪmənt rɪ'leɪʃənʃɪp] (Art. 10 – art. 18<sup>3</sup> of the Labour Code). Among these we can distinguish: the right to a **minimum wage** ['mɪnɪməm 'weɪdʒ], the right to equal treatment, lack of discrimination in employment, the right to rest, the employee privilege principle, and **health and safety provisions** ['helθ ənd ,seɪftɪ prə'vɪʒənz]

**1.2.** The basic institution of employment law is an employment relationship created between two entities. One of the parties is an **employee** [ɪm'plɔɪi: / ,ɪmplɔɪ'i:] who is obliged to carry out certain work under the guidance of an **employer** [ɪm'plɔɪə], in the location and time **designated**<sup>(1)</sup> [ˌdeɪzɪg'neɪtɪd] by the employer. The other party is an employer who is obliged to employ the employee in return for **remuneration** [rɪ,mjʊnə'reɪʃən] (Art. 22 § 1 of the Labour Code).

(1) wyznaczony

**1.3.** The parties to an employment relationship are an employer and an employee. The employer is regarded as an organisation, even if they are not a legal person or a natural person, if they employ employees (Art. 3 of the Labour Code). The employer is not the work establishment, which is only a **workplace** ['wɜ:kpleɪs]. The capacity to act as an employer who is a natural person is established on the grounds of the provisions of the Civil Code. The second party in the employment relation is an employee, who may be a natural person who has attained the age of 18 (Art. 22 § 2 of the Labour Code). An employee may also be a person who has not attained 18 years of age but he/she must be between 16 and 18 years old, when work is carried out work as part of **vocational**<sup>(1)</sup> [vəʊ'keɪʃənəl] training or constitutes light work.

(1) zawodowy

**1.4.** An employment relation is established under an **employment contract** [ɪm'plɔɪmənt 'kɒntrækt], appointment, election, nomination or under a co-operative employment contract. The most popular form of employment is a contract of employment which should specify: the parties, the type of contract, the date on which it is made and the terms of work and payment, in particular: the type of work, the usual location of work, remuneration, working hours, the date when the work shall commence. There are the following types of employment contracts:

- an employment contract for a **probationary period** [prə'beɪʃənəri 'pɪəriəd],
- a fixed term employment contract,
- a fixed term employment contract to cover long term leave,
- an employment contract for a period needed to perform certain work,
- a permanent employment contract.

**Task 2.** Read the text on Employment Law again and decide which paragraph or paragraphs contain the information given in the chart. Tick (✓) in the right box(es).

	1	2	3	4
<b>Who the parties to an employment relationship are</b>				
<b>Types of employment contracts</b>				
<b>The elements of an employment contract</b>				

**Task 3.** What are Polish equivalents for the different types of employment contract mentioned in the text?



# SPEAKING & LANGUAGE CHECK

## Question forms

**Task 1. Complete the interview questions with the appropriate auxiliary verbs:**

### Interview Questions: Work History

- What ..... your responsibilities?
- What major challenges and problems \_\_\_\_ you face? How \_\_\_\_ you handle them?
- Who ..... your best boss and who \_\_\_\_ the worst?
- What ..... you been doing since your last job?

### Job Interview Questions About You

- What ..... your greatest weakness / greatest strength?
- ..... you take work home with you?
- How ..... you handle stress and pressure?
- What ..... your salary expectations?
- What ..... been the greatest disappointment in your life?
- What ..... people most often criticize about you?
- What type of work environment ..... you prefer?
- How ..... you evaluate success?
- If you knew your boss is 100% wrong about something how ..... you react?

### Job Interview Questions About the New Job and the Company

- Why ..... you want this job?
- Why ..... you the best person for the job?
- What ..... you know about this company?
- What challenges ..... you looking for in the position?
- ..... you willing to travel?

### Interview Questions: The Future

- What ..... you looking for in your next job? What is important to you?
- What ..... your goals for the next five years / ten years?
- How ..... you plan to achieve those goals?
- What ..... your salary requirements - both short-term and long-term?
- What ..... you do if you don't get this position?

**Task 2. Work in pairs. Imagine you are:**

- a) the owner of a law firm and you are looking for a partner;
- b) a business executive and you are looking for an assistant.

**Choose five most interesting questions and ask your classmate. Would you employ her/him if you were the boss? Why (not)? Swap roles.**

# GUIDED WRITING

Read the sample of a CV given below. What would your ideal CV look like? Rewrite the CV model so it contains relevant information.

## SAMPLE LAWYER CV\*

	John February Maxwell
	2123 Massachusetts, Arizona
	Mobile No: 123 2334 344
	Telephone No: 123 43 2334
	Email: johnfebruarymax@mailing.com
	<b>Career Objective:</b>
	Corporate Lawyer with 3 years experience in the field of corporate law seeking a position as a lawyer in a financial firm. The position should allow the application of creative problem solving, communication and research skills. The firm should be dynamic and allow for the growth and development of further skills in corporate law.
	<b>Educational Background:</b>
	LLB in Corporate Law Brooklyn University - 2003-2005
	Bachelor of Arts in Law Massachusetts River University - 1998-2002
	Diploma in Communication New York School of Humanities - 1997-1998
	<b>Professional Experience:</b>
	<b>2006-2007:</b> Junior Lawyer at Sid and General Savings and Loans Cooperative
	Responsibilities:
	<ul style="list-style-type: none"><li>• assisting senior lawyers in research of lawsuits and other cases brought against the company</li><li>• assisting counsel in court cases the company has brought against other companies</li><li>• filing of court case paper work</li><li>• releasing of appropriate information to the media according to company guidelines</li><li>• organizing press conferences</li><li>• organizing workshops and educational conferences for the corporate law team</li></ul>
	<b>2002-2006:</b> Junior lawyer at Brandon and Brady Brooklyn Law Associates
	Responsibilities:
	<ul style="list-style-type: none"><li>• Assisting Senior lawyers and partners in research for their court cases</li><li>• Representing clients in litigation</li><li>• Assisting counsel in court cases</li></ul>
	<b>Achievements:</b>
	<ul style="list-style-type: none"><li>• First junior lawyer in Sid and General Savings and Loans Cooperative's corporate law team to represent the company as an assisting counsel in court</li><li>• organized several successful corporate conferences and workshops for the Sid and General Savings and Loans Cooperative's corporate law team with the help of a dedicated team</li><li>• Editor of the Brooklyn Law Brief, a magazine that documented and analyzed court cases in the Brooklyn area for study by law students at Brooklyn University</li></ul>

\* Sample CV <http://www.samplecvs.org/legal-services-cv/lawyer-cv.html>



# VOCABULARY WORK

**Task 1. What is the difference? Use the dictionary if necessary.**

- employer / employee
- fired / made redundant
- unemployment benefit / on the dole
- wage / salary
- sick leave / annual leave
- bonus / perks
- retire / resign
- full time / part-time
- temporary work / permanent work
- overtime / working hours

**Task 2. Match the headings with the descriptions of the clauses in an employment contract.**

<i>Annual Leave</i>	<i>Remuneration</i>	<i>Position</i>	<i>Termination</i>	<i>Non-Compete</i>
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- a) This clause describes your entitlement to take a holiday from work.
- b) This clause describes how much you will earn for your work.
- c) This clause describes how your employment contract may be ended.
- d) This clause says that you have to be loyal to your employer.
- e) This clause describes what you will have to do at work

**Task 3. Complete the chart with the words.**

*interview*  
*recruitment*  
*candidate*  
*application letter*  
*employee*

*shifts*  
*unfair dismissal*  
*harassment*  
*notice*  
*vacancy*

*flexitime*  
*occupational disease*  
*employment contract*  
*unemployed*  
*job-share*

<b>PEOPLE</b>			
<b>LOOKING FOR A JOB</b>			
<b>WORK TIME</b>			
<b>PROBLEMS AT WORK</b>			
<b>DOCUMENTS</b>			

# SPEAKING

Work in groups. Imagine that you have an unlimited budget to design your perfect workplace. What would you include or want to avoid? Compare your perfect workplace with other groups. Are they similar or different? Do you think that a pleasant working environment is as important as a good salary? Discuss.

## READING & VOCABULARY WORK

**Task 1.** Read the employment contract and match the clause headings with the appropriate clause.

Severability	Confidentiality of Proprietary Information	Salary
Oral Modifications Not Binding	Assistance in Litigation	
Termination of Agreement	Employee to Devote Full Time to Company	
Term of Employment	Reimbursement of Expenses	Vacation
Duties and Position	Effect of Prior Agreements	
Restriction on Post Employment	Settlement by Arbitration.	
Death Benefit	Disability	

### EMPLOYMENT AGREEMENT<sup>1</sup>

Employment Agreement, between .....  
(the "Company") and ..... (the "Employee").

1. The Company employs the Employee on the following terms and conditions.
2. [...] Subject to the provisions for termination set forth below this agreement will begin on .....  
20....., unless sooner terminated.
3. [...] The Company shall pay the Employee a salary of \$..... per year, for the services of the Employee,  
payable at regular payroll periods.
4. [...] the Company hires the Employee in the capacity of .....  
The Employee's duties may be reasonably modified at the Company's discretion from time to time.
5. [...] the Employee will devote full time, attention, and energies to the business of the Company, and, during  
this employment, will not engage in any other business activity, regardless of whether such activity is pursued  
for profit, gain, or other pecuniary advantage. The Employee is not prohibited from making personal investments  
in any other businesses provided those investments do not require active involvement in the operation of said  
companies.
6. [...] The Employee agrees, during or after the term of this employment, not to reveal confidential information,  
or trade secrets to any person, firm, corporation, or entity. Should the Employee reveal or threaten to reveal this  
information, the Company shall be entitled to an injunction restraining the Employee from disclosing same, or  
from rendering any services to any entity to whom said information has been or is threatened to be disclosed,  
the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against  
the Employee for a breach or threatened breach of this condition, including the recovery of damages from the  
Employee.

<sup>1</sup> Employment Agreement (Basic) - Free Legal Forms and Contracts <http://www.karemar.com/blog/employment-agreement-basic-free-legal-forms-and-contracts>



7. [...] *The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse the Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Company policy.*
8. [...] *The Employee shall be entitled to a yearly vacation of ..... weeks at full pay.*
9. [...] *In the event that the Employee cannot perform the duties because of illness or incapacity for a period of more than ..... weeks, the compensation otherwise due during said illness or incapacity will be reduced by ..... ( ..... percent) . The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over ..... months, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.*
10. [...] *Without cause, the Company may terminate this agreement at any time upon ..... days written notice to the Employee. If the Company requests, the Employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination. In addition, the Company will pay the Employee on the date of the termination a severance allowance of \$ ..... less taxes and social security required to be withheld, without cause, the Employee may terminate employment upon ..... days' written notice to the Company. The Employee may be required to perform his or her duties and will be paid the regular salary to date of termination but shall not receive severance allowance.*
11. [...] *Should the Employee die during the term of employment, the Company shall pay to the Employee's estate any compensation due through to the end of the month in which death occurred.*
12. [...] *For a period of ..... ( ..... ) years after the end of employment, the Employee shall not control, consult to or be employed by any business similar to that conducted by the company, either by soliciting any of its accounts or by operating within Employer's general trading area.*
13. [...] *The Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.*
14. [...] *This Agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.*
15. [...] *Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the ABC Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.*
16. [...] *If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.*
17. [...] *This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.*

Signed this ..... day of ..... 20.....

.....

Company

Employee

**Task 2. Read the contract again and find the words which mean:**

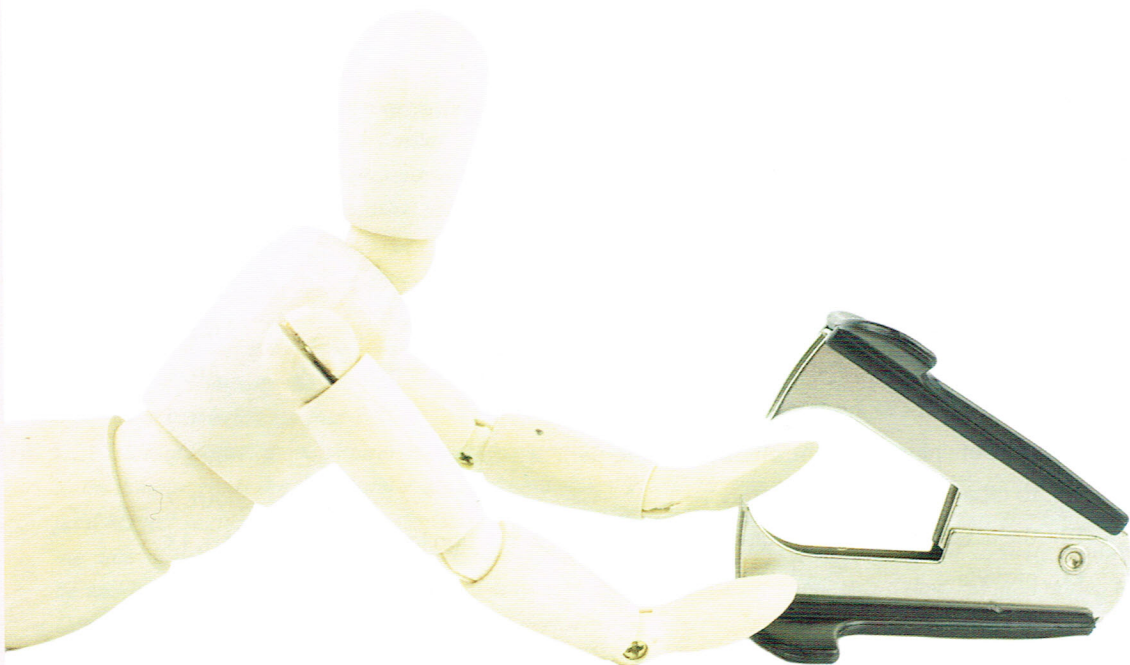
- |  |         |
|--|---------|
| 1. a list of employees receiving wages or salaries                       | Art. 3  |
| 2. the position in which one functions; role                             | Art. 4  |
| 3. freedom to act or judge on one's own                                  | Art. 4  |
| 4. monetary  | Art. 5  |
| 5. present, show   | Art. 6  |
| 6. a court order prohibiting a party from a specific course of action    | Art. 6  |
| 7. to give or make available; provide:                                   | Art. 6  |
| 8. the obtaining of a right, etc., by the judgment of a court            | Art. 6  |
| 9. to repay (money spent); refund.                                       | Art. 7  |
| 10. the act or process of bringing or contesting a legal action in court | Art. 13 |
| 11. provide  | Art. 13 |
| 12. to take the place of; replace  | Art. 14 |
| 13. mutual agreement without resorting to legal proceedings              | Art. 15 |
| 14. put into action  | Art. 16 |
| 15. bring back into original existence, use, function, or position;      | Art. 16 |

## **SPEAKING** *Problematic issues*

**Discuss the questions given below in pairs or small groups**

1. Which groups are most affected by unemployment: the disabled, women or the middle-aged? Can you think of any other groups?
2. Do you think that it is not important what you know but who you know to get a job?
3. Do you agree that more and more people live to work rather than work to live?
4. Do you agree that schools and universities do not prepare students for real work but rather provide worthless certificates?
5. Do you think that there is a problem of sex discrimination in Poland?





## PROBLEM! *Accident at work*

### Background

Jakub S. had been working as an assembly line<sup>(1)</sup> worker in the chicken factory 'DROBEX' for two years when the accident happened. On 15<sup>th</sup> October he had an accident at work. While he was cleaning some machinery, his colleague Józef T. turned it on. As a result, Jakub S. got seriously injured: his arm was broken and two fingers were cut off. In cases of an accident occurring at work the procedure is as follows:

1. The employee should inform a superior about an accident at work.
2. The circumstances and causes of an accident are determined<sup>(2)</sup> by an accident investigation team<sup>(3)</sup>.
3. The team is composed of: a health and safety officer<sup>(4)</sup> and a departmental inspector of works<sup>(5)</sup>.
4. The accident team:
  - a) inspects the site of the accident and technical condition of equipment and machinery,
  - b) interviews the injured person and witnesses,
  - c) undertakes a legal assessment<sup>(6)</sup> of the accident at the workplace, prepares a report on the accident,
  - d) the accident team shows the accident report to the employee and informs him/her about the right to add comments and complaints.
5. The group presents the report to the employer for his/her approval.
6. The employer approves the accident report.
7. After his/her approval, the employer delivers the report to the employee without undue delay<sup>(7)</sup>.
8. The employer keeps the report in the register of accidents at work.

(1) linia montażowa

(2) są ustalane

(3) zespół

powypadkowy

(4) pracownik BHP

(5) inspektor pracy

(6) ocena prawna

(7) niezwłocznie



**Task 1. Read the background to the case.**

**Task 2. Role play the stages 1-4b of the procedure.**

**Student A: The employer:** You are obliged to determine the circumstances and causes of the accident. You call up the accident team. You are afraid that the factory may be closed down because the workplace was not safe enough. Prepare your arguments.

**Student B: The employee:** You spent six months in hospital and you have not recovered completely you decide to apply for some compensation for the injury suffered. Prepare your arguments.

**Student C: The witness(es) – Józef T. and other workers.** You are interviewed by the accident team. Take notes of what you remember about the accident, add new details.

**Student D: The health and safety officer:** You are a member of the accident team. Your task is:

- to inspect the site of the accident and the technical condition of the equipment and machinery,
- to interview the injured person and witnesses (prepare your own questions),
- to undertake a legal assessment of the accident at the workplace.

**Student E: The departmental inspector of works:** You are a member of the accident team. Your task is:

- to inspect the site of the accident and technical condition of the equipment and machinery,
- to interview the injured person and witnesses (prepare your own questions),
- to undertake a legal assessment of the accident at the workplace,

**Task 3. Work in groups and complete the accident work form given below on the basis of the role play you have just performed.**