



CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma

Unit 19 – The Practice of Employment Law

Case study materials

January 2025

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are allowed to take your own unmarked copy of the following designated statute book into the examination – ***Blackstone's Statutes on Employment Law, 32nd edition, Richard Kidner, Oxford University Press, 2023.***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

CASE STUDY MATERIALS

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempston's, The Manor House, Bedford, MK42 7AB. Your supervising partner is Shaneeze Taylor. You arrive at work and are given the following documentation to review and consider.

DOCUMENT 1: Memorandum from Shaneeze Taylor dated 5 November 2024

DOCUMENT 2: Email from Zulika Patrick to Shaneeze Taylor dated 7 November 2024

DOCUMENT 3: Email from Zulika Patrick to Shaneeze Taylor dated 11 November 2024

DOCUMENT 4: Email from Ian Ito to Shaneeze Taylor dated 12 November 2024

DOCUMENT 5: Attendance note dated 15 November 2024 attended by Shaneeze Taylor (advocate) and Eli Yasheem (client)

DOCUMENT 1

MEMORANDUM

To: Trainee Lawyer

From: Shaneeze Taylor

Client: Adam Bertroy

Date: 5 November 2024

Hi

Please read the notes below and prepare to assist me with this client.

Thanks

Shaneeze

Issue One: Meeting attended by Adam Bertroy, owner of a marketing company, Comet90 Ltd. The head of marketing for Comet90 Ltd, Dimitri Ellery, resigned from the company six weeks ago. Mr Ellery received payment in lieu of notice from Comet90 Ltd, as per Clause 3.7 in his contract (excerpt found below). Mr Bertroy found out last week that Mr Ellery has been working for another local marketing company since the day after he left his employment at Comet90 Ltd.

Issue Two: Comet90 Ltd hired a new head of marketing, Leena Patel, two weeks ago. One week into her employment, Ms Patel notified her HR manager that she suffers with a medical condition that causes seizures. She explained that these seizures can be triggered if she is exposed to bright lights, including screens. Ms Patel confirmed that her condition has been controlled for the past five years with prescription medication and the limited use of screens. Ms Patel has requested permission to take a 20-minute break for every 60 minutes of screen use when at work. Mr Bertroy states that these changes would 'inconvenience' the working practices of the other Comet90 Ltd heads of department.

Mr Bertroy seeks advice on the rights of Comet90 Ltd as per the above.

Excerpt from Clause 3.7 'upon notice being given to terminate the contract of employment... Comet90 Ltd reserves the right to place the employee on Garden Leave for a period of two full calendar months... the employee will remain on full pay and benefits for this period, but will not be working for Comet90 Ltd in any capacity... nor will they engage in any work for another employer... nor as an independent contractor....The purpose of this clause is to protect the interests of Comet90 Ltd from competitors....'.

CASE STUDY MATERIALS

DOCUMENT 2

EMAIL

From: Zulika Patrick

Sent: 7 November 2024, 17:10

To: Shaneeze Taylor

Subject: Maternity Leave

Hello

My name is Zulika Patrick. I am employed as a senior manager for HeartsandDarts Ltd, a sports goods retailer. I have worked for the company for the past nine years and I have been relatively happy during that time. However, certain issues have recently arisen, and I am hoping you will be able to clarify some legal points for me.

I fell pregnant last year and notified my manager at HeartsandDarts Ltd, Mrs. Sahir, that I would be taking six months' maternity leave following the birth of my child. I gave birth to my son five months ago and am now into the sixth month of my leave. However, I would now like to extend my maternity leave to 12 months, so as to allow full bonding with my child.

I had a meeting with Mrs Sahir last week, during which I informed her of my preference to take 12 months' maternity leave. On explaining this, Mrs Sahir told me 'off the record' that she had not taken maternity leave following either of her pregnancies and that I should not extend my leave if I wanted to keep my standing in the company. She then added that none of my male colleagues had taken any leave after their children were born and that it was a shame that I 'could not show a similar level of commitment' to my job. I told Mrs Sahir that I found her comments very offensive and undermining; she claimed that I misunderstood her intention and that she was just looking out for my interests.

Yesterday, I received an email from HeartsandDarts Ltd confirming that it is happy for me to extend my maternity leave to 12 months. However, the reply contained the following passage '...we feel it necessary to notify you that, while your maternity leave can be extended to 12 months, we cannot guarantee your return to the same role within our organisation should you take 12 months' leave. We are in the process of making certain managerial and structural changes that may result in your taking on a new role within HeartsandDarts Ltd upon your return from maternity leave'.

This statement troubled me as I feel that my job is no longer secure if I take my full 12 months' maternity leave. A few of my colleagues had previously warned me that HeartsandDarts Ltd does not have a good reputation in relation to maternity issues. I found that out for myself during my pregnancy when they would not allow me time off to attend two of my ante-natal appointments as they clashed with meetings for which my attendance was essential. I previously accepted this decision so as to retain my good standing as a senior manager, however I now feel it necessary to get some advice on my rights.

Many thanks,

Zulika Patrick

CASE STUDY MATERIALS

DOCUMENT 3

EMAIL

From: Zulika Patrick

Sent: 11 November 2024, 11:10

To: Shaneeze Taylor

Subject: Further Queries – Maternity Leave/Bonus

Hello

I wrote to your firm last week seeking clarification on my maternity rights. A further matter has arisen on which I also would appreciate your guidance.

I have come to learn from one of my colleagues that all senior managers who were part of a team that secured a lucrative contract for HeartsandDarts Ltd received written notice last week that they would receive a bonus of £2,000 in their next wages. I was a part of the team that secured the contract, and I am a senior manager. However, I have not received any notification of this payment being made to me.

Thanks again,

Zulika Patrick

EMAIL

From: Ian Ito

Sent: 12 November 2024, 13:09

To: Shaneeze Taylor

Subject: Dismissal

Hello,

I am the principal of BeeBee Academy Ltd, a maths tuition centre for children aged eight to 12. I am due to meet with you next week. Ahead of our meeting, I have included certain key points below, giving you some background to my issues.

I recently had to dismiss one of our teachers, Ms Bradshaw, for using her mobile phone while conducting a maths class for a group of eight-year-olds. Ms Bradshaw became distracted by a personal phone call and failed to see that one of the children had climbed up on a chair to see out of the window. The child in question then fell from the chair, suffering minor injury.

While it was the first such incident in Ms Bradshaw's three years of employment with BeeBee Academy Ltd, it made me doubt her suitability for the role; particularly as the child's parents were understandably very upset that their young son had suffered injury while in our care. Ms Bradshaw did not dispute that she was distracted by her phone call and therefore did not see the child until after he fell from the chair.

A meeting was scheduled to be held the day following this incident, during which Ms Bradshaw's future in the school was to be discussed. Ms Bradshaw was invited to join the meeting, but she did not attend. In the meeting, it was decided that it would be in the best interests of the school that Ms Bradshaw not return to the classroom. An email was sent to Ms Bradshaw the same day, notifying her that her employment with BeeBee Academy Ltd had been terminated with immediate effect on the grounds of unacceptable conduct.

One week later (last week), I received a letter from Ms Bradshaw's legal representative, stating that she intends to take BeeBee Academy Ltd to tribunal as she believes her dismissal was not fair.

Given the negative publicity that the school suffered as a result of this incident, we are keen to avoid any further disruption. BeeBee Academy Ltd is therefore considering offering Ms Bradshaw a one-off payment to agree to take the matter no further.

I look forward to meeting with you next week.

Best regards

Ian Ito

CASE STUDY MATERIALS

DOCUMENT 5

ATTENDANCE NOTE

Meeting attended by: Shaneeze Taylor (advocate) and Eli Yasheem (client)

Date: 15 November 2024

Eli Yasheem, owner of a marketing business, MakeMe400 Ltd, attended a meeting to discuss the two (non-related) issues below.

Issue One: MakeMe400 Ltd took on three new employees in October 2024 as part of a transfer of social media services from another marketing business, CCJ Ltd, to the social media department of MakeMe400 Ltd. One of the three transferred employees was Sammy Otterbon, who had worked for CCJ Ltd for 14 months prior to his transfer to MakeMe400 Ltd.

MakeMe400 Ltd dismissed Sammy Otterbon five weeks after the transfer. The reason for his dismissal was cited as 'a need to cut costs and retain profits following a planned move to larger offices'. The move was planned prior to the transfer and the costs of the new premises were known to MakeMe400 Ltd. Sammy Otterbon is threatening legal action against MakeMe400 Ltd.

Issue Two: MakeMe400 Ltd dismissed an employee, Jack Kenny, in October 2024. Mr Kenny took the company to tribunal for unfair dismissal and lost the case. Last week, Mr Kenny wrote to MakeMe400 Ltd stating that he intends to appeal the decision as a key witness did not attend the tribunal.

Eli Yasheem seeks confirmation of the rights of MakeMe400 Ltd on both of the above issues.

End of the case study materials