

**CASE STUDY MATERIALS**

January 2017  
Level 6  
THE PRACTICE OF EMPLOYMENT LAW  
Subject Code L6-19



**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**

**UNIT 19 – THE PRACTICE OF EMPLOYMENT LAW\***

**CASE STUDY MATERIALS**

**Information for Candidates on Using the Case Study Materials**

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

**Instructions to Candidates Before the Examination**

- You will be provided with a clean copy of the case study materials in the examination.
- You are **NOT** permitted to take your own copy of the case study materials or any other materials including notes or text books except a Statute Book, where permitted, into the examination.
- In the examination, candidates must comply with the CILEx Examination Regulations.

***Turn over***

\* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE** and the **LEVEL 6 DIPLOMA IN LEGAL PRACTICE**

## ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. You are in the Employment Law team and your supervising partner is Deepa Shah. Your local Employment Tribunal is situated in Bedford.

You arrive at work to learn that Deepa went into labour overnight and gave birth to a baby girl early this morning. Another partner in the Employment Law team, Monica Allin, is on her way to the Central London Employment Tribunal for a three-day hearing, but has left you instructions to cover Deepa's work during this time, including checking her post and progressing any matters that require attention.

Monica's instructions briefly mention the following matters:

1. The Burwood file (file ref: DS 8933). We act for Simone Burwood. You will see from the attendance note (**Document 1**) that Deepa saw her recently regarding a work-related incident. Deepa told Simone that she would be contacted this morning with an update.
2. The Haggerty file (file ref: DS 8869). We act for Carina Haggerty, who has recently returned to work. Further details can be obtained from the attendance note (**Document 2**).
3. The Apollo file (file ref: DS 8102). We act for Apollo Coding Solutions Ltd. It recently sold part of its business, but two former employees have raised complaints. Further details can be obtained from Deepa's attendance note and correspondence from the company (**Documents 3, 4 and 5**).
4. The Agar file (file ref: DS 8917). We act for Alka Agar. You will see from the attendance note (**Document 6**) that Alka has a dilemma at work. Alka has given us a copy of her Statement of Terms (**Document 7**). Deepa promised to contact her today.

**DOCUMENT 1** Attendance note recording interview with Simone Burwood

**DOCUMENT 2** Attendance note recording interview with Carina Haggerty

**DOCUMENT 3** Attendance note recording interview with John Sanders

**DOCUMENT 4** Email from John Sanders

**DOCUMENT 5** Gene Hudson's ET1 (Section 8.2)

**DOCUMENT 6** Attendance note recording interview with Alka Agar

**DOCUMENT 7** Alka Agar's Statement of Employment Terms

**DOCUMENT 1**

**Attendance Note**

DS attending Simone Burwood (file ref: DS 8933)

2 January 2017: 9.30 am

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Simone was made aware that Legal Aid is not available and confirmed she has no relevant legal expenses insurance. I restated my hourly rate of £150 plus VAT. Simone was happy to proceed on this basis.

Simone works as a Grocery Sales Assistant at Consume 24, a national chain of supermarkets. Two weeks ago, she attended the supermarket's Christmas party, which is 20% centrally funded by Consume 24, with the remainder made up from ticket sales to both staff and customers. It took place in the evening at a local hotel and consisted of a buffet dinner and a small disco. Around 50 people attended, with 30 being workers from the supermarket. After dinner, Simone was drinking cocktails with colleagues from Grocery Sales, when Raj Patel, one of the supermarket's Petroleum Transfer Engineers came up to her and asked her out. Simone was hugely embarrassed, but politely declined by saying 'no thanks'. Raj was taken aback and replied loudly, 'You should be grateful that I offered you a chance to open those legs' and immediately threw his glass of red wine over her new £40 blouse.

Simone just froze and did not reply, as she was in a state of shock and worried about her blouse staining – which it did. Nearby friends and colleagues quickly intervened and ushered Raj away. Simone phoned in sick the following morning, as she was too upset to go to work. On her return to work, she did not know who to contact within the organisation about what had happened. After much searching, one of her colleagues finally found an equal opportunities policy on a noticeboard at the back of the staff canteen. Simone then reported what had happened to the supermarket's Regional HR Manager, Bill Franklin, who initially was not sure whether he was the correct person to deal with the matter, but later apologised and confirmed that he was.

Simone joined Consume 24 in August 2004. She is 45 years old. Her contract stipulates a 35-hour week. Simone is currently paid £9.60 per hour (reviewed last August). Consume 24 does not operate a contractual sick pay scheme.

Simone has never been subject to any disciplinary proceedings. Her annual appraisals are consistently positive and she was Grocery Sales Assistant of the Year in 2014. Simone had been thinking about enrolling in the supermarket's management trainee course before the incident.

Consume 24 employs around 4,000 people nationally including 50 people at Simone's branch.

Consume 24's address is 102–106 Sunrise Avenue, Bedford, MK25 9TS.

Simone's postal address is 67 Percy Street, Bedford, MK23 1PQ. Her mobile is 07544 609722. Her email is simonebw1971@icloud.com.

40 minutes.

**Turn over**

## DOCUMENT 2

### Attendance Note

DS attending Carina Haggerty (file ref: DS 8869)

3 January 2017: 11.15 am

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Carina was made aware that Legal Aid is not available and confirmed she has no relevant legal expenses insurance. I told her my hourly rate was £150 plus VAT. Carina was happy to proceed on this basis.

Carina works as a part-time Receptionist at Dodsons Estate Agents (Dodsons), Luton branch. She has worked there since September 2010 and works Monday, Wednesday and Friday. Carina recently returned to work from maternity leave. The owner of the agency, John Dodson, is visiting family in Australia. Amy Leung is in charge of the office while he is away. Amy joined the firm a few months ago and, whilst initially pleasant enough, she has become difficult to work for due to her strong focus on profit and timekeeping. In this regard, Amy has been constantly criticising the speed at which Reception forwards phone messages to the surveyors.

Last Friday, Amy called Carina into her room and told her that she talks far too much to the clients on the phone and should curtail the pleasantries, as other clients may be trying to get through. Carina replied that clients welcome her friendly approach and John Dodson had no problem with it. Carina later checked the phone system and only two or three calls per week go to voicemail.

Yesterday, Amy was in an angry mood and shouted at Carina because she had not been at her desk when Amy had previously passed by. In fact, Carina had been on her lunch break, and did not appreciate being spoken to in that way.

The reason why Carina does sometimes leave her desk, on other occasions, is that she is expressing milk for her baby. With John's agreement, she has been doing this in an empty interview room, which has a lock on the door. Carina always makes up the time by working later than her contractual hours or by using part of her lunch break. The breast milk is kept in a marked sealed container within a plastic bag on the bottom shelf of the office refrigerator.

Carina is wondering what she should do.

Carina is 38 and her address is 3 Andelle Way, Luton, LU1 9SD. She earns £21,632 per annum and has never received any form of written contract, but all the staff work on the assumption that their rights are the same as the legal minimum.

Her contact number is 01582 404001.

30 minutes.

**DOCUMENT 3**

**Attendance Note**

DS attending John Sanders (file ref: DS 8102)

3 January 2017: 4.30 pm

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Apollo Coding Solutions Ltd (Apollo) is an existing client with a pre-agreed hourly rate of £200 plus VAT. John Sanders is the Managing Director of Apollo, which is an independent software house employing 87 staff. Its core business involves the creation and maintenance of bespoke tracking and logistical software for a number of industries. However, its work for road-based businesses, such as haulage companies, taxi firms and the ambulance service, is no longer generating sufficient profits. The board of Apollo has therefore decided to sell off this aspect of its business – known as Tantalum Coding (TC) – to Roadhog Logistics plc (Roadhog) for £157,000. Completion is due to take place on 1 February 2017, but because Roadhog's office refurbishment is running behind schedule, it has generously offered the TC staff 10 days' paid leave, to enable the works to be completed.

TC has a ten-strong coding team, including Brad Hunter, a team leader who ensures that deadlines are met and deals with holiday requests and other simple personnel-related matters. TC also has a client manager, Alicia Forrester, who spends part of her week liaising with clients. Only five of the team are joining Roadhog, as Alicia has decided to retire and her four assistant managers are being redeployed elsewhere within Apollo.

John confirmed that the current generation of coding software (including its related trademarks) is included as part of the deal, along with seven of the 10 clients. The other three of them, (Erbium Systems, Morris & Co, and B.C. Barnes & Sons Ltd) have already informed John that they will not be renewing their existing contracts when they all expire next month. Each contract lasts for three years and is worth between £15,000 and £30,000 depending upon the client's requirements. All of the PC equipment is remaining with Apollo, as is the office furniture, with the exception of two specially designed chairs for two coders who will be joining Roadhog.

John also confirmed that he has recently received an ET1 from Gene Hudson, who until recently was part of the TC team going to Roadhog, and is 'trouble'. Gene claims he was unfairly dismissed, because Roadhog's IT Director, Sandra King, holds a personal grudge against him following his jilting her the day before their planned wedding. John has spoken with Sandra and, while she admits that this aspect of her past personal life is true, she agrees with him that it is ludicrous to suggest Gene's dismissal was to do with anyone other than himself. John had previously instructed his HR Director, Harry Jackson, to decline any attempt by ACAS to conciliate, as it would achieve nothing.

John will email me further details.

35 minutes.

**Turn over**

DOCUMENT 4

EMAIL

Deepa Shah

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From: John Sanders <John.Sanders@ApolloCSL.co.uk>  
Sent: 5 January 2017 19:15  
To: Deepa Shah  
Subject: Fwd: Employment issue

Hi Deepa

Thanks again for seeing me today at such short notice.

Please find below further details concerning Gene Hudson. I have also attached a copy of the ET1 form that we have received (**Document 5**).

On another matter, while I was attending your office, one of our new coders, Nic Perrera, complained to Harry concerning being denied time off (it's a busy time for us, as many of our client systems are having major annual check-ups). I will get back to you on this, if we cannot resolve it.

Best wishes

John

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From: Harry Jackson  
Sent: 4 January 2017 18:25  
To: John Sanders  
Subject: Employment issue

Hi John

As requested, I have looked into the circumstances surrounding Gene Hudson's dismissal.

As you know, Gene was employed as a Coder with particular responsibility for developing enterprise resource management applications that run in the R/3 subsystem of our TC software. He had been with us since 9 February 2015. He was issued with our standard (statutory minimum) written statement of terms on 12 February 2015. He was paid £38,750 per annum.

Everyone had high hopes for Gene – he was in his first year and was initially quite popular (we can all remember his 30th birthday party last summer). However, in recent times, his output fell far below the TC production targets. He often arrived late for work and took longer rest breaks than his colleagues.

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Gene was formally warned about his timekeeping on three occasions. He was given an oral warning on 22 July 2016, a written warning on 14 November 2016 and a final written warning on 6 December 2016. After the final written warning, Gene's attitude had improved until last Wednesday (28 December 2016), when he arrived at work at 10.20 (he should be at his desk by 9.00 am). When Brad questioned him about it, Gene explained that his lateness was due to signalling problems on the Thameslink train line. However, National Rail Enquiries confirmed to Brad that there were no signalling problems that morning. Brad relayed this to my assistant, Ash Khan, the following day.

Ash then went into the TC den to have a quiet word with Gene about it. When Ash poked his head around the door, Gene swore at him and then slammed the door in Ash's face, causing a little bruising to his cheek. This all happened in front of three members of staff (Brad, Michael Stoll and Deedee Douglas – all of whom have confirmed their willingness to provide written statements if required). Ash immediately contacted Celia Doherty, the Deputy HR Director, who then summoned Gene into her office.

Celia explained to Gene why he had been called in and asked him whether he had anything to say. Gene admitted to lying about the signalling problem and said he had never intended to hurt Ash or swear at him. Celia told him that he was dismissed and his belongings would be forwarded to him, to which Gene agreed. He was then escorted off the premises by security and his personal belongings were posted to him later that day.

The consensus seems to be that it is for the best that Gene has gone – definitely a shame given his initial potential, but no business could tolerate such behaviour.

Please do shout if you have any further questions.

Harry  
**HR Director**

***Turn over***

**DOCUMENT 5**

**Section 8.2 of Gene Hudson's ET1**

Please set out the background and details of your claim in the space below. The details of your claim should include the date(s) when the event(s) you are complaining about happened. Please use the blank sheet at the end of the form if needed.

1. I started working for the Respondent as a Coder on 9 February 2015.
2. The Respondent is a large IT company, which provides logistical software solutions for business. It employs approximately 100 staff.
3. On 12 February 2015, I was given a written statement of terms by the HR department.
4. In, or about, November 2016, I was informed by my team leader, Brad Hunter, that my coding section was being sold to Roadhog Logistics plc.
5. My former fiancée, Sandra King, is the IT Director of Roadhog Logistics and she has had it in for me ever since I called off our wedding at the last minute.
6. A few days later, I saw Sandra's car parked outside the office. She must have been attending talks about the sale with John Sanders, the MD. Throughout the day, I could sense she was watching me. Then, the next day, I received a verbal warning for being 20 minutes late – clearly not a coincidence.
7. On 28 December 2016, I was a little late for work due to train problems. I explained everything to Brad, who made a note of the reason and I thought the matter was closed.
8. The following day, I am working at my desk, when Ash Khan, an HR assistant, knocked on the door (despite it saying DO NOT DISTURB), and started to query what I had told Brad. I told him not to disturb me when I was coding, especially with deadlines to meet. I then closed the door and got back to work.
9. A couple of hours later, I am asked to go and see the HR Director, who then tells me I am dismissed. I am then frogmarched to the entrance, without being able to collect my private effects on my desk and in its drawers.
10. I received no notice pay – I am entitled to this as per my written statement.
11. I never had a disciplinary meeting to discuss the matter and I was therefore denied the chance to make proper representations and to be accompanied.
12. I was unfairly dismissed for two reasons. First, because of my personal connection to Sandra and that Roadhog would not therefore want me going to work for them after the sale. Second, because the Respondent did not act fairly in dismissing me without having a disciplinary meeting.

## DOCUMENT 6

### Attendance Note

DS attending Alka Agar (file ref: 8917)

13 December 2016: 11.15 am

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Alka was made aware that Legal Aid is not available and confirmed she has no relevant legal expenses insurance. I told her my hourly rate was £150 plus VAT. She was happy to proceed on this basis.

Alka works as a Pharmacist at Healglow Pharmacies Ltd (Healglow), which has several shops throughout Bedfordshire. Alka works at the Bedford shop. Neeraj Kapoor is the owner and Managing Director of Healglow. Whilst he is a qualified pharmacist, Neeraj rarely comes to any of the shops and is usually only contactable by mobile phone.

Alka has worked at Healglow for six months. It is her first job as a qualified pharmacist and she has tried hard to make a good impression, as she knows future jobs may depend upon good references from former employers. She is currently paid £465 net per week, although this will rise as she takes on more management functions.

Neeraj has always instructed his staff to forward to him any queries from the NHS relating to rebates for drugs prescribed. However, last week, an NHS administrator phoned the Bedford shop with a query about two prescriptions. Alka tried to contact Neeraj, but his mobile phone was switched off and would not go to voicemail. Since the shop was quiet that day and because the NHS administrator was keen for someone to help with the query, Alka decided to review the prescriptions and the shop's internal records.

It quickly became apparent there was an error in the paperwork that favoured Healglow. Alka apologised and amended the records.

The same thing happened again this week. Alka is concerned about her job security if she tells Neeraj. She is newly qualified and the current job market for pharmacists is far from good. Alka will drop off her Statement of Terms later today.

Alka is 23 and her address is 3 Andelle Way, Luton, LU1 9SD.

Her contact number is 01582 286851. Her email is AAgar2014@gmail.com

30 minutes.

DOCUMENT 7

**Alka Agar's Statement of Employment Terms**  
**Dated: 10 June 2016**

This statement contains certain particulars, as at the above date, of the terms and conditions of your employment, which are required to be given to you under s.1 Employment Rights Act 1996.

1. Your employment commenced on 3 June 2016. No employment with a previous employer counts as part of your period of continuous employment.
2. The title of your job is Pharmacist and your place of work is Healglow Pharmacies Ltd (Healglow), 122 Anderson Lane, Bedford, MK44 2LX. You may also be required to work at Healglow's other premises in Bedfordshire.
3. Your remuneration is £2,850 per month, payable on the 26th of the month.
4. Your hours of work will be 8.30 am–4.30 pm, five days a week, although you may be required to work later hours, if the needs of the company require it, without receiving overtime pay. You will be given at least one week's notice of any work which requires longer hours and you may take off time in lieu, as agreed with the Managing Director.
5. You are entitled to 30 days' holiday in each calendar year to be taken at times convenient to us, in addition to public holidays. During holidays, you will be entitled to your normal remuneration. On termination of your employment, your entitlement to accrued holiday pay will be in direct proportion to the length of your service during the calendar year in which termination takes place. No holiday may be taken during a period of notice.
6. You will be paid your normal remuneration during absence through sickness or injury up to a maximum of 12 weeks in any period of 12 months, provided that you supply a medical certificate in the event of any such absence for seven or more consecutive days. Such remuneration will discharge our liability to pay you Statutory Sick Pay and you will be required to give credit for any other national insurance sickness benefits payable to you as a result of such absence.
7. You are entitled to join Healglow's pension scheme. Full details are set out in the booklet entitled Healglow Pharmacies Ltd: Pension Policy, a copy of which has been given to you **[not reproduced]**. A contracting-out certificate is in force for the employment in respect of which this statement is given.
  - 8.1. The disciplinary rules which will apply to you are set out in the booklet entitled Healglow Pharmacies Ltd: Disciplinary Procedure, a copy of which has been given to you **[not reproduced]**.
  - 8.2. If you are dissatisfied with any disciplinary decision relating to you, you may apply to the Managing Director for the matter to be reconsidered. Similarly, if you have any grievance relating to your employment, you may seek redress by applying to the Managing Director. The steps consequent upon application of this kind are set out in the booklet entitled Healglow Pharmacies Ltd: Disciplinary Procedure, a copy of which has been given to you **[not reproduced]**.

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9. You agree that you shall maintain in strictest confidence all information pertaining to all aspects of your work, including the internal operations and finances of Healglow and personal information relating to staff and patients and understand that breach of this may lead to dismissal without notice and may result in prosecution or an action for civil damages.

10.1. The length of notice which you are obliged to give to us to terminate your employment is eight weeks.

10.2. The length of notice you are entitled to receive from us to terminate your employment is eight weeks.

Signed by **Neeraj Kapoor**  
on behalf of Healglow Pharmacies Ltd

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**End of Case Study Materials**

