

CASE STUDY MATERIALS

September 2020
Level 3
THE PRACTICE OF EMPLOYMENT LAW
Subject Code L3-13



THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

UNIT 13 – 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 textbooks into the examination.
- In the examination, candidates must comply with the CILEx Examination Regulations.

Turn over

* This unit is a component of the **CILEx LEVEL 3 PROFESSIONAL QUALIFICATIONS** and **LEVEL 3 LEGAL SERVICES KNOWLEDGE QUALIFICATIONS**

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer at Kempstons, The Manor House, Bedford, MK42 7AB. You work in the employment department and your supervising partner is Radi Wakim. Radi would like you to continue with your training and, to this end, he has left some files on your desk that he would like you to work on. He has also provided you with a memorandum, which sets out further information on the files he has given you. The documents are as follows:

- Document 1** Memorandum from Radi Wakim to Trainee Lawyer
- Document 2** Letter from Sonia Terrence to Daina Jansons t/a Jansons Antiques
- Document 3** Telephone Message from Daina Jansons
- Document 4** Extract from Contract of Employment of Kerry Maidestone
- Document 5** Email from Geoffrey Mint to Radi Wakim
- Document 6** Memorandum from Holly Richards to Trainee Lawyer

DOCUMENT 1

MEMORANDUM FROM RADI WAKIM TO TRAINEE LAWYER

To: Trainee Lawyer

From: Radi Wakim

Date: [Today's date]

I have left the relevant files on your desk. Please read through them carefully and ensure that you carry out the required work.

1. **Daina Jansons** (file ref: DJ/RW/97/20). Daina Jansons owns and manages Jansons Antiques and, until recently, she has dealt with employment matters herself. She now feels that expert advice from Kempstons is required. You will find on file a letter (**Document 2**) relating to an interview she held to fill a vacancy, and a telephone message from Daina Jansons (**Document 3**). Please deal with these issues as a matter of urgency.
2. **Kerry Maidestone** (file ref: KM/RW/181/20). Kerry Maidestone worked for Biddlington Insurance Ltd, until she was given notice to terminate. Her employment was terminated due to her employer finding out that she intended to leave to work for a competitor. You will find on the file an extract from her contract of employment (**Document 4**). Please advise her accordingly.
3. **Geoffrey Mint** (file ref: GM/RW/114/20). Geoffrey Mint was dismissed, after being told that his work was 'not up to scratch'. You will find on the file an email from Geoffrey Mint (**Document 5**), providing a brief outline of the circumstances of the dismissal. Please arrange a meeting.
4. You will also find on your desk a memorandum from Holly Richards concerning the law clinic (**Document 6**). As I will be unable to cover the law clinic this week, I would like you to do so.

Turn over

DOCUMENT 2

**LETTER FROM SONIA TERRENCE TO DAINA JANSONS
t/a JANSONS ANTIQUES**

Sonia Terrence
3 Parkview Road
Kempston
MK47 3JM

[Date]

Daina Jansons
Jansons Antiques
High Street
Kempston
MK42 3BA

Dear Ms Jansons

Re: Interview for the position of online customer service adviser

After the way I was treated at the interview, I was not surprised that my application for the customer service role was unsuccessful.

My mobility problems meant that I had difficulty in getting into the office, despite telling you about my requirements on the application form. Clearly, once you began the interview, you found that it was likely to be too much trouble to employ someone with a disability.

Comments like 'I am surprised you managed to make it here today' and 'People like you tend to be slower' clearly indicated that you were unwilling to give me a chance in the role.

I believe I have been discriminated against, and I will be taking this further. You cannot treat people this way, and others need to know about your discriminatory ways.

Yours sincerely

Sonia Terrence

DOCUMENT 3

TELEPHONE MESSAGE FROM DAINA JANSONS

Name: Daina Jansons
Time and Date: 10:43 [Date]
Message Taker: Holly Richards
Telephone No.: 0233864845

Message

Further to your meeting last week, Daina Jansons has decided to cease trading through the shops and to concentrate on the online business. The shops are too expensive and are not breaking even.

In total, six staff will be affected by this decision. She is looking to inform them in the next couple of days that they will be made redundant.

Please contact her as a matter of urgency, to arrange a further meeting.

Thanks

Holly

Secretary to Radi Wakim

Turn over

DOCUMENT 4

EXTRACT FROM CONTRACT OF EMPLOYMENT OF KERRY MAIDESTONE

Employer:	Biddlington Insurance Ltd of 14a Terrington Road, Kempston, MK42 5AG
Employee:	Kerry Maidestone of 1 Stephenson Way, Kempston, MK42 3JC
Date of commencement of employment:	3 January 2014
Main place of work:	14a Terrington Road, Kempston, MK42 5AG
Job title:	Sales Executive

1. Duties and responsibilities

1.1. As set out in the job description. The Employer may require the Employee to carry out other reasonable duties as required.

2. Probationary period

2.1. The Employee is subject to a probationary period of six months. At the end of this period the position will be reviewed and if satisfactory the continuation of the Employee's employment will be confirmed. During the probationary period either party can terminate employment by giving one week's notice.

3. Termination of employment

3.1. During the probationary period either party requires one week's notice.

3.2. Up to one year of continuous service the Employee will be given one week's notice.

3.3. After one year's continuous service the Employee will be given one additional week's notice for each completed year up to a maximum of four weeks' notice.

4. Competition

4.1. At the absolute discretion of the Employer, the Employer may require the Employee not to attend at work and not to undertake all or any of their duties hereunder during any period of notice (whether given by the Employer or the Employee), provided always that the Employer shall continue to pay the Employee's salary and contractual benefits. The Employee will not be entitled to work on their own account or on account of any other person, firm or company during that period.

4.2. The Employee expressly agrees that for a period of six months after the termination of this contract they will not work in any capacity for a competitor within a 50-mile radius of the main place of work.

5. Gross misconduct

5.1. The Employer reserves the right to dismiss the Employee without notice in cases of serious breach of the terms of employment, gross misconduct or gross negligence. The Employer will have absolute discretion as to what will amount to gross misconduct or gross negligence.

...

DOCUMENT 5

EMAIL FROM GEOFFREY MINT TO RADI WAKIM

From: geoffrey.mint@absolve.co.uk
Sent: [Today's date]
To: Radi.Wakim@Kempstons.co.uk
Subject: Dismissal

Hello Mr Wakim

I can tell you more when we meet, but I thought it might be useful to give you some information before we do.

I worked for Brndon Bros Engineering for six years as a lathe operator and was on £29,000 per year. I had not been in any trouble before I was dismissed. In fact, the manager seemed very happy with the quality of my work.

About a month ago, my manager informed me that I would have to do more hours, as we had an increase in orders. Although I was happy to do one or two extra hours, I was informed that I would have to do another 20 hours a week on top of my normal 40 hours for the foreseeable future. I refused and told him that this was too many.

Nothing more was said about having to do more hours, then last week I was told that my work was not up to standard and therefore they were having to 'let me go'. I don't think there was anything wrong with the quality of my work. I think I was sacked because I would not do the overtime.

Regards

Geoffrey Mint

Turn over

DOCUMENT 6

MEMORANDUM FROM HOLLY RICHARDS TO TRAINEE LAWYER

To: Trainee Lawyer

From: Holly Richards, Secretary to Radi Wakim

Date: [Today's date]

Re: Advice Clinic

Radi has asked me to write a brief memorandum about who you will be seeing at this week's advice clinic. The following people have confirmed their attendance:

1. Fiona Holmes, 5.00 pm

Ms Holmes has worked for Gemini Designs Ltd for the last four years as a product designer. Last Tuesday, she was told to clear her desk and leave, as she was being made redundant. She was paid her 'redundancy money', but she is concerned that she was the only one in her department who was made redundant and that there was no indication that the company was having to lay people off.

2. Jasmine Lu, 5.30 pm

Jasmine Lu works as a customer relations officer for Medshire County Council. She recently told her supervisor that she was pregnant. She told him that she would need to attend an antenatal appointment in the next couple of weeks. Her supervisor told her that normally this would not be a problem, but as they were particularly busy, it would not be possible and she would have to attend outside of work hours.

End of Case Study Materials