



June 2022
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 permitted to take your own clean/unannotated copy of the case study materials and a statute book, where permitted, into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.
- In the examination, candidates must comply with the CILEX Examination Regulations.

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CASE STUDY MATERIALS
ADVANCE INSTRUCTIONS TO CANDIDATES

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

DOCUMENT 1: Email from Conrad Carter to Peng Ortise dated 5 April 2022

DOCUMENT 2: Attendance note dated 11 April 2022, Peng Ortise (Advocate) and Faisal Finnish (Client)

DOCUMENT 3: Email from Imran Zaman to Peng Ortise dated 12 April 2022

DOCUMENT 4: Memorandum from Peng Ortise dated 12 April 2022

DOCUMENT 5: Email from Katie Kachchhi to Peng Ortise dated 28 April 2022

EMAIL

From: Conrad Carter

Sent: 5 April 2022, 11:17

To: Peng Ortise

Subject: Employee Dismissal

Good morning,

I have recently become the managing director of a company, Acute Aims Ltd, that specialises in the monitoring of CCTV security systems. Upon joining the company, I decided that we needed a more up-to-date system for security monitoring; the company's existing system had not been modernised in over two decades.

Acute Aims Ltd agreed to this change and a state-of-the-art system for remote monitoring of client premises was installed at the company's main offices. This new system has already improved the quality of the services we provide to our clients.

All members of staff were given one month's training on the new system, as well as an additional month to adapt. I am pleased to say that each member of staff adapted well to this change and learned how to use this new system, with the single exception of Barbie Butler. Ms Butler had been working at Acute Aims Ltd for 18 years and had been using the old system for the entirety of her employment. I therefore gave Ms Butler an extra month of training on the new system; meaning she had two months of training plus one month to adapt. I explained to Ms Butler that the new system provided increased protection for our clients and this change was essential to the company's ability to compete in the industry market. Ms Butler replied that 'the old system was good enough'.

Eventually, after a total of three months training and adaption, Ms Butler was still unable, and seemingly unwilling, to use the new system, leaving me no option but to terminate her employment. I gave Ms Butler the required level of notice and held a meeting with her to explain that she was being dismissed for refusing to adapt to the new system. Despite taking these proper steps, I received a letter notifying me that Ms Butler is taking legal action against Acute Aims Ltd on the grounds of her dismissal.

Ms Butler is 68 years old and was our most senior member of staff in terms of age. With hindsight, I believe Ms Butler's age, while not at all relevant in the decision to dismiss her, may have been a factor in her refusal to adapt to the new system. I am therefore considering introducing a mandatory retirement age as I need to ensure the company evolves and all employees remain viable.

I await your advice on the matters above.

Regards,

Conrad Carter

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ATTENDANCE NOTE

Meeting attended by: Peng Ortise (Advocate) Faisal Finnish (Client)

Date: 11 April 2022

Background: Details01 Ltd is a company that makes wedding dresses. The department responsible for making veils for the dresses was transferred from Details01 Ltd to EveforEver on 1 April 2022. Seven employees were transferred from Details01 Ltd to EveforEver, including the employee representative for the department, Faisal Finnish.

Mr Finnish informed me that he was called to a meeting with the director of Details01 Ltd, Zayn Zackary, on 29 March 2022. The meeting took a total of 15 minutes and Mr Finnish was informed that the veil making department was to be transferred from Details01 Ltd to EveforEver, and all relevant staff would have their contracts moved to EveforEver.

Mr Finnish requested a further meeting with Mr Zachary, as the meeting had not clarified for him the extent and manner in which transferred employees would be affected practically. This request was denied on the basis that the transfer was taking place within the next three days and all arrangements had already been made, leaving 'no opportunity or need' for a further meeting.

The transfer of the veil making department from Details01 Ltd to EveforEver took place on 1 April 2022. Five days after the transfer, Mr Finnish attempted to arrange a meeting with, Greta Girish, a manager at EveforEver, to discuss how the transfer would affect employees. Greta Girish denied this request and informed Mr Finnish that he was no longer recognised as an employee representative. Mr Finnish was told that EveforEver has its own employee representatives and trade union, and a meeting would be held with this representative, in due course.

Mr Finnish informed me he has since received a complaint from Greta Girish, that he, as the representative for Details01 Ltd at that time, should have informed EveforEver of the disciplinary record of Hubert Hodges, one of the transferred employees.

Mr Finnish seeks advice as to his rights and liabilities.

EMAIL

From: Imran Zaman
Sent: 12 April 2022, 10:11
To: Peng Ortise
Subject: Employment Issue

Hello,

I am writing to you in the hope you will be able to help me with some problems I am having at work.

I have been working as a manager for Knights200 Ltd, a supermarket, for the past four years. Everything has always been good between myself and my boss, Jocelyn Jacob, until my wife fell pregnant last year, then it all went downhill.

Jocelyn's bad attitude started in September of last year (on 30 September to be precise), when she told me that I would not be allowed time off to go along with my wife for any of her antenatal appointments. She gave me no other reason than to say, 'men only get in the way at such appointments, anyway'. Then, the following month, Jocelyn also refused my application to take my two weeks paternity leave on the days I requested, even though I made my application in the right way. She told me I could only take my leave when she can arrange for someone to cover my shifts. I gave Jocelyn four months' notice of my leave, but she still apparently couldn't find anyone to cover me. (I made my request on 15 October, , giving more than enough time, and my request was refused the same day.).

Things didn't get any better with Jocelyn once my son was born. Just last Monday (4 April), I was at work when I got a call from my wife saying our son had been taken to hospital. I told Jocelyn I needed to leave because my son was ill. Not only did she refuse to let me go, she also told me that I need to stop asking for leave as my wife was the one who gave birth, not me.

Jocelyn has always had a bit of a reputation as a bully at work, but she was ok with me until recently; but then, I had never asked for any kind of family-related leave before as this is my first child. Now, Jocelyn makes little jokes about me to other people. In fact, just yesterday she stated that I keep asking for leave since my son was born as I am the one breastfeeding him. I don't find it funny and she's making me look like an idiot in front of the junior staff, even though I'm meant to be their manager.

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I want to take Jocelyn to court and sue her for what she is doing. I hope you will be able to tell me how I can officially complain and also help me to write my court documents.

Thank you,

Imran Zaman

MEMORANDUM

To: Trainee Lawyer

From: Peng Ortise

Client: Imran Zaman

Date: 12 April 2022

Hi,

Please read the email from Imran Zaman, sent earlier this morning (**Document 3**).

I've included further particulars below. Kindly review these details and prepare to assist me with this case.

Thank you,

Peng

Name: Imran Zaman

D.O.B 11.12.1982

Address: 1404 Solar Road, Ketes, KT3 EEJ

Position and Employer: Stockroom manager at Knights200 Ltd

Employer's Address: 222 June Street, KT4 YTT

Employer's Head Office: 100 Hounslow Road, KT3 JJT

Employment duration from 03.03.2018 to present (four years)

Current Salary: £30,500 pa

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DOCUMENT 5

EMAIL

From: Katie Kachchhi

Sent: 28 April 2022, 13:09

To: Peng Ortise

Subject: Contract Issues

Good afternoon,

I am considering resigning from my job, and I would appreciate your advice on the enforceability of certain parts of my employment agreement.

I am currently working at LightLime, a recruitment agency, as a junior sales consultant. I am reasonably happy in my job, however, despite being with the company for over three years, I am still in a very junior role. I had hoped this job would be a steppingstone, allowing me to learn more about the industry and build up contacts. However, I do not get a chance to work directly with company clients, nor am I involved in any contractual discussions or even allowed to sit in on company meetings.

I'm not entirely sure why this is the case. I know some of my co-workers, who started the job at the same time as me, have progressed within the company while I have remained in the same role. At times, I think it is because of my surname, which is Kachchhi. I believe the presumptions based on my surname have resulted in my not being more integrated into the company. LightLime is not very diverse, and I am the only person in my entire department with a Gujarati surname (I am English, my husband is of Gujarati heritage and I have taken his surname).

Nonetheless, irrespective of the reason, I have learned very little to advance my knowledge of the industry during my time at this job; hence my considering resigning and finding a role that will allow me to grow.

However, certain clauses in my contract, included below, now concern me. When I joined LightLime I was very keen to get employment, so I signed the contract despite these clauses.

Firstly, there is a clause (Clause 2.1) which prohibits me from working for 'any competitor' for three months after leaving my job, and within a five-mile radius.

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The contract also states that once I resign, I will no longer be required to perform my job and will spend my notice period, one month, at home. During this time, I will, again, be unable to work for anyone else, or even set up any kind of business of my own within the industry (Clause 2.2). This means I will essentially be sitting at home for four months after I resign. I already feel like I've wasted quite a lot of time at this job as I have not learned much, I don't want to lose another four months.

I appreciate that I signed the agreement, however I am hoping you will be able to find a way for me to avoid being bound by these two particular clauses.

Thank you.

Best regards,

Katie Kachchhi

End of Case Study Materials