

CASE STUDY MATERIALS

June 2011
Level 6
THE PRACTICE OF EMPLOYMENT LAW
Subject Code L6-19

The logo for ILEX, consisting of the word "ilex" in a blue, lowercase, sans-serif font.A diagonal banner in the top right corner with the text "StudentBounty.com" in a white, sans-serif font on a dark grey background.

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 that will relate to the case study materials. You will be required to answer all the questions on the examination paper.
- You should familiarise yourself with the case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss the 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 relates to the 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 ILEX Examination Regulations.

Turn over

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

ADVANCE INSTRUCTIONS TO STUDENTS

You are a trainee Legal Executive in the firm of Kempstons of The Manor House, Bedford, MK42 7AB. You are in the employment law team and your supervising partner is Jun Liu. Your local Employment Tribunal is situated in Bedford.

Jun Liu is taking two weeks off for paternity leave. He is leaving you in charge of his caseload asking that you check his post and progress any matters that require attention.

You have the following cases which need to be dealt with:

- 1) **Sarah Carver**
There is an attendance note of Jun Liu's initial meeting with Sarah Carver on the file (**Document 1**).

- 2) **Treble Top Conservatories Ltd/First Build Conservatories Ltd**
The firm is dealing with the transfer of Treble Top Conservatories to our client First Build Conservatories. Negotiations are presently taking place with regard to the employees currently employed by Treble Top Conservatories.

- 3) **Heera Chopra**
Heera Chopra is currently employed by Trundle Holiday Park in Kempston. There is a telephone record on the file (**Document 2**); it is likely that you will have a further conversation with Heera while your supervisor is away.

- 4) **David and Danielle Frobisher Furnishings (DDF Furnishings)**
A new client, DDF Furnishings, David and Danielle Frobisher run a soft furnishings business and employ a number of staff. They currently are using an old contract of employment written by a friend, a copy of it is on the file (**Document 3 (Extract Only)**).

- 5) **Conor Daly**
You have had some input into this case already, although you may want to remind yourself of the facts by looking through the client's preliminary statement (**Document 4**).

DOCUMENT 1

Interview Record

Date: 24/4/2011
Client: Sarah Carver
Matter: Employment – Age Discrimination

Personal

Name: Sarah Carver
D.O.B: 13/4/1960
Address: 15 Dovedale Row Kempston Bedford MK42 5NB
Telephone No: 01234 779494
Preference for Contact: Post
Capacity Acting: Claimant

Other Parties: No Claims 2 Small Ltd
Address: Unit 4 Earl Monkton Business Centre Kempston
Bedford MK9 4TA
Telephone No: 01234 875068

Basis of Claim/Response

Sarah Carver has been employed as a claims clerk by No Claims 2 Small Ltd since the 1 September 2008. The company deals with personal injury claims and Ms Carver takes calls as they come in and deals with the basic paperwork. A senior claims advisor position came up at the company on 1 March. As Ms Carver had just completed her law degree she applied for the position.

Just before the interview (scheduled for the afternoon of the 28 March) she was told by her immediate supervisor there was no point her attending because she was too old for the job, the company are looking for more dynamic younger people. Ms Carver believes that she would be very good at the job and thinks her age is irrelevant.

Other Relevant Information

She continues to work for the business as she cannot currently find another similar position. Works 37 hours per week, £23,000 per year received after tax £17,794, not part of the employers' pension scheme.

Potential Outcome

Good claim should be able to achieve £15,000 to reflect basic award and compensatory award.

DOCUMENT 2

Telephone Record

Date: 25/4/2011

Time: 11.20

Duration: 10 mins

Conversation Between: Jun Liu/Heera Chopra

Details of Conversation

Heera Chopra phoned up very distressed about the way she was being treated at work by her employer.

She has just found out that she is pregnant and she was so happy about the prospect that she told her employer as soon as she could.

Employer was not happy with the announcement and was concerned about having to find someone to replace her when she goes on maternity leave.

This was not the way she expected her employer to react and she is now concerned about how they will react to her in the future.

Assured her that she had rights protecting her employment and she promised to phone back if anything else was said at work.

Extract from Employment Contract – DDF Furnishings

.... Clause 2 – Definitions

Employer – DDF Furnishings (DDF)

Customer – Any person, organisation or business which has had contact with DDF....

.... Clause 9 – Restrictive Covenant

Immediately following the termination of your employment with DDF (whosoever terminates the contract and for whatever reason) you will not for a period of 6 months:

- i) Work in the furnishing business in direct competition with DDF within a radius of 50 miles.
- ii) Solicit previous customers of the business, regardless of whether you have had contact with the said customers or not.
- iii) Take any action which may have the effect of damaging the integrity of DDF.

Preliminary Statement Conor Daly

I have been employed by Topnotch University for the last four years as a lecturer in bio-physics. I was employed full time at the university until 10 May this year when Rebecca Wright, the Head of Personnel, wrote to me to confirm that my employment had ended. The reason given for my dismissal was gross misconduct relating to a relationship with a student.

In late September 2010 Laura Christianson started her degree in bio-physics at the university. I am single and have never had a relationship with a student before. I found myself drawn to Laura and it was clear that she felt the same way about me. Despite teaching her, we started a sexual relationship in late October 2010.

Our relationship was going well until another student, Jenny Alstow, discovered that we were in a relationship. She reported me to the Head of the Science Department, Marcin Gorski, who immediately suspended me on the 21 April 2011.

I have not attended the university since the date of my suspension and I have had no further contact with Laura Christianson. I regret the relationship and now realise that it could have been construed as inappropriate. I do not think that my actions amounted to gross misconduct and they did not warrant dismissal. I therefore wish to claim unfair dismissal.

End of Case Study Materials

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