

**CASE STUDY MATERIALS**

January 2013  
Level 6  
THE PRACTICE OF EMPLOYMENT LAW  
Subject Code L6-19



CHARTERED INSTITUTE  
OF LEGAL EXECUTIVES

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**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 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 text books 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 of The Manor House, Bedford, MK42 7AB. The firm deals with both employer and employee matters and your Supervising Fellow is Sheryl Warden. Your local County Court and Employment Tribunal are situated in Bedford.

There are a number of files which Sheryl requires you to advise on and in some instances draft appropriate documentation for her to check:

### 1. Maxime Pyro Products Ltd

Simon Jaggard is the Managing Director of Maxime Pyro Products Ltd, a company which manufactures fireworks. Kempstons deal with all the company's legal issues. He has telephoned the firm and will require some advice (**Document 1**).

### 2. Saanvi Chander

Saanvi Chander works for Johnson & Kimberly Training as a trainer, coaching middle management to improve their management techniques. She has worked for the business for the past eight months. The partners in the firm, Maria Johnson and Henry Kimberly, have started to find fault with everything that Saanvi has done and she has received a letter from Maria Johnson (**Document 2**). Saanvi has just found out that she is pregnant and does not think that the partners know.

### 3. Lotus Taxi Services Ltd

Lotus Taxi Services Ltd is a new client which seeks to overhaul its current employment documentation. There is an email from David Simpson, the Managing Director of the company, to Sheryl Warden on the file (**Document 3**) and a copy of the company's current contract of employment for taxi drivers (**Document 4**).

### 4. Kate Peterson

Kate Peterson worked as an accountant for Bhoola, Davis & Merydith Accountants LLP. She wishes to bring a claim against the partnership. There is an attendance note on file (**Document 5**).

Document 1

**Telephone Message from Simon Jaggard for Sheryl Warden**

**Date:** [Today's date]  
**For:** Sheryl Warden  
**Taken by:** Helen Pollock  
**Re:** The Maxime Pyro Products Ltd File  
**Time:** Call taken at 09.20

Call from Simon Jaggard who explained he had seen Sheryl on the 13 November 2012.

He informed me that he forgot to tell Sheryl that he has an issue with one of his employees Agnieszka Wirkus, who is Polish. She is constantly late and has had a fight with two other members of staff.

I looked at the file during the call and noted that the file relates to the sale of the business to Simply Bang Fireworks Ltd.

I informed him that Sheryl would contact him as soon as possible to update him on the way the matter was progressing and to advise on his employee issue.

*Turn over*

Letter from Maria Johnson to Saanvi Chander

## **Johnson & Kimberly Training**

11 Royston Avenue  
Bedford  
MK12 5LB

[Date]

Saanvi Chander  
14b Alexander Road  
Kempston  
Bedford  
MK13 3AS

Dear Saanvi

### **Re: Termination of Employment**

It is with great regret that I have to inform you that we are terminating your employment from today. We cannot continue to employ you in the current economic climate.

Can I remind you of your contractual responsibilities on the termination of your contract and wish you well in the future.

Yours sincerely

*Maria Johnson*

Maria Johnson BEd

**Email from David Simpson to Sheryl Warden**

**To:** Sheryl.Warden@kempstons.org.uk

**From:** dsimpson@lotustaxi.co.uk

**Sent:** [Today's date]

**Subject:** Employment Matters

Dear Ms Warden

Further to our telephone conversation last Thursday, I confirm that the company wish your firm to act on our behalf in respect of the following:

1. Overhaul of our current contract of employment in respect of our taxi drivers (copy attached).
2. Preparation of appropriate policies relating to our office staff.
3. That the firm will deal with any employment issues that may arise over the next 12 months and specifically deal with the discrimination claim of Gary Montgomery.

I look forward to receiving your terms and conditions in due course.

Regards

David Simpson

**Turn over**

**Draft Contract of Employment from Lotus Taxi Services Ltd**

**Contract of employment**

**Employer's name:** Lotus Taxi Services Ltd

**Employee's name:** XXXXXXXXXXXXXXXXX

**Date of commencement of employment:** XXXXXXXX

**Main place of work:** The Cabin, 43 High Street, Bedford, MK41 7LC

**Job title:** Taxi Driver

**Duties and responsibilities:** Drive a taxi supplied by Lotus Taxi Services Ltd and all associated responsibilities including, but not exclusively, picking up and dropping off customers, looking after the vehicle and ensuring that the car is full of petrol for each shift. The employee will be reimbursed for filling the vehicle with petrol.

**Hours of work:** The employee will work alternate shifts, six in the morning until six in the evening and six at night until six in the morning. This will be for four days/nights at a time with forty eight hours rest before starting the next shift.

**Lateness:** If you are late for your shift then 5% of your daily rate will be deducted.

**Salary:** You will receive £9.00 per hour. All tips received will be given to the employer.

**Pension:** The employee is entitled to a pension supplied by the employer, further details will be provided separately from this document.

**Holiday entitlement:** 10 days per year. Bank holidays are not included in the holiday entitlement and you will not be entitled to carry holiday over to the next year.

**Sick leave:** The employee is entitled to one month's sick leave on full pay after the employee has been employed for one year. Thereafter they will receive statutory sick pay.

**DOCUMENT 5**

**Attendance Note**

Attendance on: Ms Kate Peterson  
Attended by: Sheryl Warden  
Date: [Date]  
Time taken: 15 minutes – attendance  
5 minutes - dictating attendance note

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Kate Peterson is 34 years old and is a single parent. Kate is a fully qualified accountant who has been employed by Bhoola, Davis & Merydith Accountants LLP for the last 14 years, the last nine months of which has been in her current position as head accountant for small businesses. She earned £45,000 per year and was entitled to a 0.1% bonus on the profits of the business each tax year.

She had a warning for arriving at work late in January 2012 and a further warning in June (2012) for not attending a weekend bonding course which all employees of the partnership were required to attend.

Kate agreed that she was late but that was due to her child being ill. She also stated that she did not attend the course because it was her turn to have contact with her child. She had explained to Crispin Merydith that she would not be attending five weeks before the course and he had told her that having her child over the weekend was not an acceptable reason for not attending and had reminded her that her contract of employment stipulated attendance at such training events was mandatory.

Three weeks ago Richard Davis asked her to come into his office and informed her that he was concerned about a number of accounting errors that had been found which were her responsibility. He also informed her that she should consider leaving the business before she was asked to leave.

Kate was distressed as she has always maintained a professional and dedicated approach to her work. She believes that the partners are penalising her for having a child and that although she accepts responsibility for the errors they were carried out by her assistant, not her. She was given no opportunity at the meeting to explain herself and took the view that it was best if she left with a good reference.

Having had time to think about the way she was required to leave the partnership she feels that she was forced to do so and now wishes to bring a claim.

**End of Case Study Materials**

