

CASE STUDY MATERIALS

January 2011

Level 6

THE PRACTICE OF EMPLOYMENT LAW

Subject Code L6-19

ilex

StudentBounty.com

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 civil litigation team and your supervising partner is Mark Jones. Your local County Court and Employment Tribunal are situated in Bedford.

You arrive at work Monday morning and receive a call from Mark. He advises you that he is unable to come to the office and asks that you cover his appointments. He has also asked that you check his post and progress any matters that require attention.

He briefly mentions the following cases:

1) Claire Berry

Claire is employed by Karma Telemarketing Ltd. Last week she was told that due to financial restraints it will have to cut back on staff and unfortunately she has been one of those chosen to go. (**Document 1**)

2) Tim Tom Limited

The managing director of Tim Tom Limited has sought advice on the activities of one of their employees. Boris, a junior manager, started a sexual relationship with his secretary, Kate, three months ago. He is a married man and has worked for the company for three years. In this time he has shown himself to be a good employee who is well liked by the employees he manages. A week ago he broke off the relationship with Kate and started another with Susan, another member of staff he manages. Kate is very distraught and has had an informal chat with the managing director, 'to make sure Boris gets what's coming to him.'

3) Spencer & Roberts Partnership

A number of issues have arisen and the partners are anxious to know whether the approach taken by the HR Manager is acceptable. There is a memo on file from the said manager. (**Document 2**)

4) Paresh Singh

Mr Singh seeks your legal advice having been dismissed from his present employment. (**Document 3**)

EXTRACT FROM CONTRACT OF EMPLOYMENT**NAME:** CLAIRE BERRY**ADDRESS:** 12 EDINBURGH CRESCENT, BEDFORD, MK11 9BA**DATE:** 1 OCTOBER 2009

The basic terms and conditions of your employment are as set out in this Contract of Employment (the "Contract"), your offer letter, the Employer's Handbook (the "Handbook") and the Employer's policies, procedures and rules as may be introduced and/or amended from time to time. Together these documents incorporate the written particulars of employment required to be given to you by statute. There are no collective agreements affecting your terms and conditions of employment.

Duration of Contract

Your employment with the Employer under this Contract commenced on 1 October 2009 and shall continue subject to your terms and conditions of employment.

Period of Continuous Employment

No period of employment prior to your start date counts as part of your period of continuous employment and accordingly your period of continuous employment commenced on the Commencement Date.....

Job Title

- 3.1 You are employed as a Telemarketing Executive.
- 3.2 You are expected to perform all duties which may be required of you in this role and as set out in the attached Job Description. You must comply with all directions given to you and observe all the policies, procedures and rules of the Employer as may be introduced and/or amended from time to time.....

General Obligations During Employment

- 6.1 During your normal working hours and at such other times as may reasonably be required of you, you shall devote the whole of your time, attention, skill and abilities to the performance of your duties under this Contract and shall act in the best interests of the Employer. You shall not undertake any work or employment, other than for the Employer, during your hours of work.
- 6.2 Save in the proper performance of your duties you shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information which you receive or obtain during the course of or as a result of your employment with the Employer.....

CASE STUDY MATERIALS

- 15.1 Once notice to terminate your employment has been given either by you or by the Employer, the Employer shall be entitled, at its absolute discretion to require you to remain in the employment of the Employer throughout the notice period or any part of it, but without being provided with any work and the Employer shall be entitled to exclude you from any premises occupied by or belonging to the Employer.

END OF EXTRACT

DOCUMENT 2

**SPENCER AND ROBERTS PARTNERSHIP
MEMO**

To: All Supervisors
From: HR Manager
Date: Yesterday
Re: Staffing Issues

There are real concerns about the number of staff who are currently taking time off through illness. Last week no less than 9 out of 48 staff were off for between 1 and 5 days. This level of sick leave is not acceptable and all supervisors are required to consider which members of their staff should be disciplined for their lack of commitment to the business.

We should also be aware of the current number of staff who feel it is acceptable to leave work early to pick children up or to look after sick relatives. They are here to work and the expectation of the management is that they will not take time off in this way. Again supervisors are advised that they should consider which members of their teams are not giving their all to the business and should be disciplined.

Maternity cover continues to be an issue. Those who are currently working and pregnant should be advised that appointments connected with maternity should be kept to a minimum during working time, wherever possible they should attend in their own time or make up time missed.

As usual the details of this memorandum are confidential and as such should not be discussed or shown to any other member of staff.

HR Manager

Preliminary Statement of Paresh Singh

I have worked for Holly Benson for the last six years, my contract of employment confirms that I am an employee of the business. She is a sole trader who has a business making and selling novelty chocolate confectionary. She trades under the name Chocolate Nirvana. I am a master chocolatier and have 20 years experience in the profession. A great deal of the work I undertook while employed by Ms Benson was fairly basic and did not require me to make use of my skills in full.

About three months ago I was told by Ms Benson that she intended to start selling novelty chocolate shoes and boots. I advised her that this would not be a problem and enquired when she was going to get the moulds. She informed me that part of my job was to design and make the moulds myself. I was very unhappy about this as I have never in the past been required to make the actual moulds by Ms Benson, they have always been supplied.

I designed two moulds and put them into operation. These were to my mind successful and the chocolates produced were of a high standard. A fortnight ago Ms Benson visited the kitchens and on seeing the chocolates produced by the moulds, told me that a child could have done a better job and perhaps it would be better if I thought through my options if that was the sum total of my ability. I was very upset by these comments and I shouted at her that she knew nothing about the art of chocolate making. She tapped my cheek and said she was sacking me for incompetence. I left the business premises unhappy with the way I had been treated.

I telephoned her a week ago hoping that she would have calmed down. She answered the phone, swearing at me and told me that as far as she was concerned I had resigned. This was not the case, she sacked me. I did not deserve to be treated in that way and I want compensation for the loss of my job.

End of Case Study Materials

© 2014 The StudentBounty.com

