



CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma

Unit 4 – Employment Law

Question paper

June 2025

Time allowed: 3 hours and 15 minutes (includes 15 minutes reading time)

Instructions and information

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- There are **two** sections in this question paper — Section A and Section B. Each section has four questions.
- You must answer **four** of the eight questions — at least **one** question must be from **Section A** and at least **one** question must be from **Section B**.
- This question paper is out of 100 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to make notes on your scrap paper during the examination.
- A basic calculator is provided should you require the use of one.
- You can use your own unmarked copy of the following designated statute book - ***Blackstone's Statutes on Employment Law, 32nd edition, Richard Kidner, Oxford University Press, 2023.***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

SECTION A

Answer at least one question from this section.

1. 'The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) aim to protect an employee's rights when there is a transfer of activity or services made under those regulations. However, TUPE allows employers to make certain changes to the employment contract for economic, technical, or organisational (ETO) reasons. The existence of the 'ETO' exception to the rule that no changes may be made to the contract of employment significantly lessens the protection given to employees under TUPE 2006.'

Critically assess, with reference to the statement above, the protection given to employees under TUPE 2006 and case law.

(25 marks)

2. An employee's rights must be protected in a redundancy situation. However, while legislation requires proper selection and consultation processes in a redundancy, these measures do not adequately protect the employee's rights.

Critically evaluate the statement above, with reference to statute and case law in relation to:

(a) the redundancy consultation process; **(10 marks)**

(b) selection for redundancy. **(15 marks)**

(Total: 25 marks)

3. A claim of constructive dismissal, resulting in a wrongful dismissal, requires proof there has been a 'serious breach' of the employment contract. However, what constitutes a 'serious breach' may differ from the employee's and employer's perspectives.

Critically analyse case law and tribunal interpretation of what constitutes a 'serious' breach of the employment contract and whether the law sufficiently protects employees in this regard.

(25 marks)

4. 'Statute and case law do not sufficiently protect the rights of an employee where they have been dismissed for reasons of conduct (misconduct).'

Critically analyse the statement above.

(25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Ami was recently hired by a restaurant, Bistro4U, as a server. Bistro4U requires its male servers to wear a uniform of trousers and a shirt, and its female employees to wear a uniform of a shirt and a skirt.

On her first day of work, Ami wore trousers rather than a skirt. The manager of Bistro4U, Deana, asked Ami why she had worn the 'male uniform'. Ami explained that her religion does not allow women to wear skirts, so she assumed it would be okay for her to wear the uniform worn by male servers. Deana told Ami that she would have to wear a skirt as 'customers would expect to see a female in a skirt'.

Ronaldo also works for Bistro4U as a server and overheard this exchange between Ami and Deana. Ronaldo told Deana that he disagreed with her decision and that 'no customers would care if a female server wore trousers'. Deana responded by telling Ronaldo that 'a gay person' like him would have 'no idea what normal people would expect to see a woman wearing'. Ronaldo is a heterosexual male but Deana has always assumed him to be homosexual.

The following week, Ronaldo found out that his application for a promotion at Bistro4U was being taken no further and that he was not being invited for a second interview. Ronaldo asked Deana why he had been excluded as she had previously told him that the first interview went 'extremely well'. Deana told Ronaldo that the position required a 'loyal' person and she has since found out that he is 'not loyal to company policies on gender and uniform'.

Advise Ami and Ronaldo as to whether their rights have been breached under the Equality Act 2010. **(Do not consider remedies.)**

(25 marks)

Turn over

Question 2

Jamal works for ThirdCount Ltd, a business consultancy firm; he is employed as a contract negotiator. Jamal has worked for the company for the past 18 months and earns a salary of £31,000 per annum. Jamal and his partner applied to adopt a child and decided that Jamal would take adoption leave once they were matched with a child.

Jamal recently found out that the application to adopt was successful and that he and his partner had been matched with a child to adopt. Jamal sent his manager an email confirming that the adoption would take place in the first week of August and requesting six months' adoption leave. Jamal sent this email ten days after receiving confirmation of the adoption.

Rita is also employed by ThirdCount Ltd. Rita's role with ThirdCount Ltd is that of business consultant. Rita also works as a freelance consultant, in the same industry, to supplement her income. Recently, in her capacity as a ThirdCount Ltd employee, Rita had a meeting with Mylo. Mylo is the owner of a company called Key Aims Ltd, an existing client of ThirdCount Ltd. The purpose of the meeting was to discuss a potential business agreement between ThirdCount Ltd and Key Aims Ltd.

In this meeting, Rita mentioned to Mylo that she did not think that ThirdCount Ltd would be interested in the contract as it had many other client commitments at that time. Rita added that she was happy to accept the contract on a personal basis as it was not something that ThirdCount Ltd would benefit from in any case and it was well within her expertise as a freelance consultant. Mylo agreed to give Rita the contract. Rita did not mention this to ThirdCount Ltd.

(a) Advise Jamal:

(i) on his entitlement to adoption leave; **(9 marks)**

(ii) whether his request for adoption leave is valid. **(7 marks)**

(b) Advise Rita if she has breached her obligations to ThirdCount Ltd. **(9 marks)**

(Total: 25 marks)

Question 3

Olia has worked for Junk77 Ltd as a delivery driver for one year. Olia recently resigned from Junk77 Ltd as she was offered a higher-paying job as a delivery driver with another local delivery company. Olia gave the required two weeks' notice to Junk77 Ltd, however, her manager told her that, under Clause 4 of her employment contract with Junk77 Ltd, Olia would be required to 'stay at home' during her notice period and was also prohibited from accepting any other work during this notice period. Olia would still be paid her full wages during her notice period.

Olia's manager also stated that Clause 4 further 'prohibits all employees from working for any other delivery company within a 50-mile radius for 18 months after leaving their employment'. This would mean that Olia would be unable to accept her new job.

Helene is also employed by Junk Ltd 77 Ltd. Owing to an error in the accounts department, Helene's wages in her first month of employment contained an overpayment of £200. When Junk77 Ltd realised this error had occurred, it deducted the overpayment from Helene's wages the following month. Helene made a complaint against the company as she felt she was entitled to keep the £200 as the error was the company's and not hers. Helene requested a statement showing her wages and the deduction. Junk77 Ltd did not provide her with this.

- (a) Advise Olia on the nature and enforceability of Clause 4.

(15 marks)

- (b) Advise Helene if her rights have been breached.
(Do not consider remedies.)

(10 marks)

(Total: 25 marks)

Turn over

Question 4

Erdogan has been working as a receptionist at a gym, Fit Ltd, for the past nine months. Erdogan is an agency worker and was sent to Fit Ltd from 'AAAgency Ltd'. Erdogan's contract with Fit Ltd states that he works on a self-employed basis and he is given a weekly work schedule. One day, Erdogan is feeling unwell so asks his manager if he can send one of his co-workers to cover his shift; this request is refused. Erdogan is allowed to wear his own clothing at work. However, one day, he wore a bright yellow shirt and his manager told him that the shirt was 'not suitable' work attire. Erdogan was sent home to change his clothing. Erdogan is paid on a monthly basis and he pays his own tax and national insurance.

Liam is also a receptionist at Fit Ltd. All reception staff are required to stand during their shifts. Liam requested the use of a chair to sit on when covering the reception area as his feet swell if he stands for long periods of time. Liam has had this issue for the past six months. He has not sought any medical advice nor does he take any medication to treat the issue.

Penny works at Fit Ltd as a membership consultant. Penny was hired on a six-month contract to cover the busy spring and summer months. Fit Ltd allows all permanent membership consultants access to the gym facilities and a 20% discount on food and drinks purchased in the gym canteen. Penny does not receive these benefits.

(a) Applying relevant tests, advise Erdogan of his employment status.

(12 marks)

(b) Advise Liam whether he has a disability recognised under statute.

(6 marks)

(c) Advise Penny if her rights have been breached.

(7 marks)

(Total: 25 marks)

End of the examination

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