



THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

UNIT 4 – EMPLOYMENT LAW*

Time allowed: 3 hours plus 15 minutes' reading time

Instructions to Candidates

- You have **FIFTEEN** minutes to read through this question paper before the start of the examination.
- **It is strongly recommended that you use the reading time to read this question paper fully.** However, you may make notes on this question paper or in your answer booklet during this time, if you wish.
- **All questions carry 25 marks. Answer FOUR only of the following EIGHT questions. This question paper is divided into TWO sections. You MUST answer at least ONE question from Section A and at least ONE question from Section B.**
- Write in full sentences – a yes or no answer will earn no marks.
- **Candidates may use in the examination their own unmarked copy of the designated statute book: Blackstone's Statutes on Employment Law 2019-2020, 29th edition. Richard Kidner, Oxford University Press, 2019.**
- Candidates must comply with the CILEx Examination Regulations.
- Full reasoning must be shown in answers. Statutory authorities, decided cases and examples should be used where appropriate.

Information for Candidates

- The mark allocation for each question and part-question is given and you are advised to take this into account in planning your work.
- Write in blue or black ink or ballpoint pen.
- Attention should be paid to clear, neat handwriting and tidy alterations.
- Complete all rough work in your answer booklet. Cross through any work you do not want marked.

Do not turn over this page until instructed by the Invigilator.

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

SECTION A

(Answer at least one question from this section)

1. Critically assess the effectiveness of the Equality Act 2010 in protecting disabled employees.

Do not consider remedies for breach of this legislation.

(25 marks)

2. (a) Explain, with case law examples, the definition of a transfer under The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE 2006).

(13 marks)

- (b) Critically analyse the definition of an Economic, Technical or Organisational (ETO) Reason under TUPE 2006.

(12 marks)

(Total: 25 marks)

3. Explain paternity leave and shared parental leave regulations and analyse whether these measures achieve a 'fairer' distribution of parental responsibilities between partners.

(25 marks)

4. Critically analyse whether case law, governing the implied duties of an employer, sufficiently protects the interests of an employee.

Do not consider remedies for breach of implied duties.

(25 marks)

SECTION B
(Answer at least one question from this section)

Question 1

Jamie has been employed as head chef at Le Bistro for over five years. A new supplier has recently taken over the provision of all meat products to the restaurant. Jamie does not like the new supplier and suspects they are sending sub-standard products to the restaurant.

One busy Saturday evening, Jamie received a complaint from a customer regarding the taste of the meat in one of the dishes he had prepared; the customer suggested Jamie's preparation of the meat was the issue at fault.

Jamie took this complaint very personally. He immediately stated to the customer that his food preparation had been faultless and that the reason the meat had tasted bad was because Le Bistro uses a sub-standard supplier who sends them 'expired meat'.

Jamie's manager, Kareem, heard about this incident the following day and immediately sent Jamie an email terminating his employment with Le Bistro.

Jamie believes the decision to terminate his employment was based upon his gender, rather than his statement about the restaurant. Jamie believes this, because a female chef at Le Bistro, Susan, had also raised concerns about the quality of the meat sent by the new supplier. In doing so, Susan had followed proper procedure and had privately raised this complaint to her manager, Kareem, three months earlier. No action had been taken against her.

Advise Le Bistro on:

- (a) whether they had a valid reason for dismissing Jamie; **(12 marks)**
- (b) whether proper procedure was followed in Jamie's dismissal; **(8 marks)**
- (c) the validity of Jamie's claim that his dismissal was based upon his gender.

(5 marks)

(Total: 25 marks)

Turn over

Question 2

Saleem has been an employee at Scores Ltd, a casino, for 2 years. Saleem has been dating one of his co-workers, Jolene, for six months but recently broke off their relationship.

Since ending their relationship, Saleem found that Jolene would follow him whenever he went to the staff room, where she then made jokes about their intimate relationship. Saleem has avoided the staff room for the past month as these 'jokes' were becoming more personal and graphic in nature and he found the situation extremely distressing.

Saleem had raised this issue with Edward, his manager, who had replied that there was, "no way Jolene would do that and, if anything, you must have been the one making the jokes as it is 'typical male behaviour'". Saleem found this suggestion particularly humiliating and felt his employer was effectively accusing him of lying about the incidents.

Two days after this exchange, Edward told Saleem that he would be moved to a different casino, five miles away, due to his expertise being needed at that location. Saleem was given two weeks' notice of this change and, although there was nothing in his contract requiring him to change working location, he initially accepted the change for fear of losing his job if he refused. However, the day before he was due to start working at the new location, Saleem resigned, as he did not feel able to cope with moving to a new work environment.

Advise Saleem of any claims he may have against Scores Ltd for;

(a) the actions of Jolene and Edward (**do not** consider remedies);

(13 marks)

(b) his resignation (**including remedies**).

(12 marks)

(Total: 25 marks)

Question 3

Best Nursery Ltd is a company providing day care to children aged two years to five years of age. The company has been experiencing financial difficulties due to several of their clients moving to a newly opened day care centre in the same area. The managing director, Anna, has decided Best Nursery Ltd will need to make cutbacks in several areas of expenditure, including staff, if the business is to survive.

Anna held a staff meeting where she announced that the company would need to make several cost cutting changes over the coming months due to the decrease in clients and consequential loss of profits. The first such change would be the 'unfortunate and unavoidable' redundancy of several employees. At the meeting, Anna informed the attendees that redundancies would be announced within the next week once she had a chance to consider all her options.

The next week, Anna decided to make Keith, one of the three client experience managers, redundant. This decision was made after consultation with the company accountants. Keith was the most senior member of staff in terms of age and service; being 52 years of age and having been with the company for 15 years.

Anna was reluctant to make Keith redundant as he had an impeccable record within the company. Nonetheless, she felt that she had to put the needs of the company first as Keith is 'getting on in years' and his removal would save the company £40,000 a year.

A formal letter of redundancy was sent to Keith, the day after this decision was taken.

Advise Anna whether she followed a proper **selection procedure** when making Keith redundant and the potential consequences of failure to do so.

(25 marks)

Turn over

Question 4

Nina is an employee of Beauty Solutions Ltd. She has been working at the company as a junior make-up artist for six months. She recently decided to leave the job, as the company had introduced new mandatory uniforms. Nina considers these uniforms to be quite revealing and the wearing of such clothing is forbidden by her religion. The company claimed the uniforms were brought in to make staff more recognisable to customers and to build a brand image.

Nina was offered a job at another local make up company, Lips Ltd, and handed in her notice to her manager at Beauty Solutions Ltd. However, upon receiving her notice, Nina's manager told her that she could not accept the other job with Lips Ltd as there is a clause in all employee contracts that states they 'cannot work for any competitor of the company within a 100 mile radius for three years after leaving the company'.

Zack has been employed by Beauty Solutions Ltd as a cleaner since he was 20 years old. He has been with the company for six years and both his role within the company and his wages (£5.30 per hour) have remained the same throughout the duration of his employment.

Zack noticed that his wages this month were less than usual. When he queried this with his manager, Zack was told that a total of 2.5 working hours had been deducted from his wages to reflect the fact that he had arrived 30 minutes late to work each morning in the previous week. Zack admits he arrived late to work but thought it was okay as he would always finish all his cleaning duties on time. The deduction to his wages meant that Zack was unable to pay his gas bill on time and incurred a late payment penalty fee of £50.

Advise Nina and Zack of their legal rights.

(25 marks)

End of Examination Paper

BLANK PAGE

BLANK PAGE