INTERNATIONAL UNIVERSITY OF EAST AFRICA
'Learning to Succeed'

FACULTY OF LAW

END OF SEMESTER EXAMINATIONS - DECEMBER 2025

PROGRAMME: LLB
YEAR/SEM: YEAR 4/SEMESTER 1
COURSE CODE: LLB 4110
NAME: LABOUR LAW I

DATE:
TIME:

INSTRUCTIONS TO CANDIDATES:

SECTION A

This question is compulsory

Question 1:

Sera Mathew was employed with M/S BPN Bank as a financial analyst and head of department with a salary of 45million Shillings and the contract was expiring in 2026.In March 2019, she was reprimanded and issued with a written warning on allegations of Negligence, incompetence and fraud. A week later, she was suspended on the same allegations for a month and upon expiration of one month the suspension was extended for another month. Upon expiration of the extension, Sera was served with a termination letter which took immediate effect. The bank offered to pay her two months in lieu of notice which payment Sera rejected. The bank did not state reason(s) for her termination. At the time of termination Sera had worked for the bank for 25 years and her salary had not been paid for the last 8months preceding her termination. Discuss the legal issues and the possible steps Sera would take to enforce her rights as well as the available remedies. (25marks).

1.

Question 2:

Kiboko Enterprises Ltd is a large private Company that conducts business at multiple locations in Uganda. Due to mandatory Government lockdown and effects of Covid-19 pandemic; the company recently lost a significant customer ANAKONDA INTERNATIONAL SCHOOL. To avoid being a going concern, due the obligation to pay colossal sums of money in form of salaries, Kiboko Enterprises Ltd has resorted to the restructuring of some of its areas of operation by doing away with non-essential positions. At Kampala branch, the customer service call center department has since been phased out leading to the termination of over 92 employees whose contracts of service range from 1-10 years. Mukasa O'Connor is one of the employees whose positions have been eliminated. He was asked to leave immediately and was assured that Kiboko Enterprises Ltd would meet all the requirements of the Employment Act,2006 as amended. He has also been advised that he may not be eligible for severance pay under the Act, which he protests. Also he had been employed continuously by Kiboko Enterprises Ltd for 12 years with UGX, 5,000,000/= as his net monthly salary but claims that he has not been paid for the last 6months preceding his termination. He has also discovered that his NSSF benefits were not remitted by the company to NSSF for the last 3 years of his employment.

a) Assume you are the legal counsel for Kiboko Enterprises Ltd, what are the necessary steps you would take to successfully terminate the 92 employees. (12marks)

b) Advise Mukasa O'Connor on his rights and remedies in the circumstances. (13marks)

1.

Question 3:

1. Highlight the different institutions that are instrumental in the dispute settlement of employees in Uganda**. (25marks)**

SECTION B

Choose any 1 from 2

Question 1:

Briefly explain any three of the following

a) summary dismissal (10 marks)

b) vicarious liability of employers (5 marks)

c) Immunity of Labour Unions (5 marks)

d) Paternity Leave (5 marks)

Question 2:

Explain the relevance, rights, immunities and privileges of Labour Unions (25marks)

Question 3:

Citing the relevant case law and provisions, write short notes on the following

a) Attestation of employment contract (10 marks)

b) Severance allowance (5 marks)

c) Constructive dismissal (5 marks)

d) Employment of children (5 marks)

Question 4:

Write short notes on the following

a) Repatriation of employees (5 marks)

b) Probationary contracts (5 marks)

c) Types of leave under the employment Act (5 marks)

d) Employment contract of services (5 marks)

e) Employment contract for services (5 marks)

SECTION C

Choose any 2 from 4

Question 1:

Terms Implied by Employment Law are of limited number, they need Pedigree. At the Heart of these Implied Terms is the Duty of Mutual Trust, Confidence and Co-Operation.These Implied Terms apply to Both Employees and Employers although in Practice It Usually Seems to be used against Employees. **In Light of the foregoing, Discuss the Law relating to Implied Terms in a Contract of Employment Clearly Highlighting the mode by which they suffice. (25marks)**

Question 2:

1. Discuss the circumstances under which a contact of employment can be terminated. **(25marks**)

Question 3:

1. Examine the tests that determine whether there is a master servant relationship in employment contracts in Uganda**. (25marks**)

Question 4:

1. Discuss how Labour Law Unions are enhancing the welfare of workers in Uganda. (25marks)

Question 5:

1. Highlight the different institutions that are instrumental in the dispute settlement of employees in Uganda**. (25marks)**