

NATIONAL OPEN UNIVERSITY OF NIGERIA

PLOT 91, CADASTRAL ZONE, NNAMDI AZIKWE EXPRESS WAY, JABI – ABUJA

FACULTY OF LAW

JANUARY2018 EXAMINATION

COURSE CODE: CIL 231

COURSE TITLE: LABOUR LAW I

CREDIT UNIT: 4

TIME ALLOWED: 2 ½ hrs

INSTRUCTIONS: ANSWER QUESTION ONE AND ANY OTHER THREE QUESTIONS.

1. Your friend Harry has recently been appointed the Human Resource manager of a new investment company. He has been asked by his Manager to draft a policy on employer/employee relations in order to come up with an appropriate set of labour rules that will be applicable in the company. He has come to you for help in relation to any relevant sources that will be useful to drafting the policy. Advice Harry.
2. “A preposition put by one party (the offeror) to another in dire need of a means of survival in terms of a gainful employment.” *AGOMO V GUINNESS (NIG) LTD (1995)2 N.W.L.R (PT380) P.672*. Discuss the validity of this statement in light of the elements, the absence of which will render a contract of employment invalid.
3. Distinguish between an express and implied term of a contract of employment.
4. In what way is the distinction of an employee and an independent contractor a “mere question of semantics”
5. You have recently been appointed the legal officer of Loanforall Bank Plc. You have also been asked to draft an appropriate contract of employment for the managers of your bank. What clauses do you think should be included in the contract and why?
6. Bigboy is a successful musician who broke into the limelight two years ago. He is signed to firstwave entertainment record label. He has come to you because he plans on leaving his record label for another but he is confused due to the clauses in the contract he signed with firstwave. The contract includes: that Bigboy is exclusively under firstwave for five years, firstwave had full copyright of all Bigboy’s music and Bigboy is not to perform or accept any endorsement deal without the consent and approval of firstwave. Advise Bigboy. Would your advise be different if the contract was renewable annually?