

## **THE IMPACT OF THE LABOUR AMENDMENT ACT 2015** **ON THE TERMINATION OF EMPLOYMENT** **CONTRACT IN ZIMBABWE**

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**Abstract:** *The study was conducted after serious challenges affected sound industrial relations when the long awaited Labour Amendment Act 2015 caused a stir on the conditions governing the termination of employment of an employee by the employer based on its provisions which were not well received by both parties. The study was based on the mixed methodology which used the descriptive survey design using two instruments; the structured questionnaire and an unstructured interview guide. The stratified random and purposive sampling techniques were used. Data was generally presented using tables, as well as means and variances (standard deviations) For the interviews, data was analysed using the content analysis complimented by use of narrative statements in some cases in order to present the exact opinions and feelings of the participants. Since the mixed method was used, the objectives and research questions were synchronised and findings and results were collated. The sample composition was made up of all key stakeholders; namely government, workers, labour bodies and employers representatives. Some of the major results and findings were that; the Labour Amendment Act 2015 was meant to restore sanity at the workplace following massive termination of employment contracts emanating from the ZUVA Petroleum Supreme court ruling of 17 July 2015 The new Labour Act was supposed to align the then Labour Act Chapter 28:01 with the New Constitution of Zimbabwe of 2013. The Act was also meant to cushion those affected by the Supreme Court ruling so that they could be compensated. Employees were not happy about the meagre two*

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*weeks' wages for each year worked as they viewed that as a mockery for someone who had worked for a very long time given the fact that most workers had been underpaid with majority earning below the poverty datum line. Employers were not happy with the retrospective application of the Act to 17 July 2015 requiring them to compensate employees whose contracts were terminated on notice. Lack of consultation among the social partners was exacerbated by the fact that the Tripartite Negotiating Forum had no legal framework to collectively address the challenges regarding termination of employment. There is need for clarification on matters pertaining to the subject matter on salient features regarding termination by use of notice, through dismissal or retrenchment. The Retrenchment Board must expedite processing of an application for retrenchment than to award exemption to pay retrenchment by default.*

**Key words: Common law, Labour amendment act, Retrenchment, Termination of employment contract, Three months' notice, Unfair dismissal**

## **1 Introduction**

### **1.1 Background of the Study**

The Supreme Court of Zimbabwe made a landmark ruling on the 17<sup>th</sup> of July 2015 on a case of Don Nyamande and Kingstone Donga vs Zuva Petroleum (Pvt) Ltd (SC 281/14) (2015) ZWSC 43 (17 July 2015). In accordance with the Common Law position, the late Chief Justice Godfrey Chidyausiku, sitting with other Judges ruled that it is lawful for an employer to terminate an employment contract without compensation or disciplinary hearing provided the employee is given three months' notice.

The ruling set a precedent for the lawful termination of employment across the country. Several firms went on a "rampage" and dismissed thousands of employees on the strength of this judgment. Workers at Pelhams, Steward Bank, TN Harlequin and Croco Motors became the first victims of the wave of termination of contracts on notice and were sent home empty handed (*The Zimbabwe Mail, 21 July 2015*). Approximately 6 000 people (*My Zimbabwe, 23 July 2016*) lost their jobs in the first week after the ruling. More than 20 000 people (*Newsday, 21 August 2015*) lost their jobs within a month respectively after the as employers took advantage of the 17 July 2015 Supreme court ruling to streamline their workforce in the midst of a debilitating economic

crisis. This created poor and irreconcilable labour relations between employers and employees and both parties also blamed the government for causing such chaos. Loss of employment affected the livelihoods of those dismissed and their families as well as the creation of uncertainty for the future of those who were employed in industry and commerce including the usually reserved and stable Public sector.

Initially the ruling was a victory for employers who had been complaining about the rigidity of labour laws in Zimbabwe in terminating a contract of employment, which made it difficult for them to adjust to the prevailing economic climate which adversely affected them of a competitive edge both in regional and wider international markets. Unfortunately, this victory was short-lived as Government fast tracked the process in coming up with the Labour Amendment Act, 2015 to minimise the damage that had been caused by the Supreme court ruling. The Government under pressure from the employees, the trade unions and the public at large rushed to amend the Labour Act Chapter 28:01. In terms of the explanatory memorandum to the Labour Amendment Act 2015, the amendment seeks not only to align labour laws with the Constitution, but to also promote productivity and competitiveness of local industry and commerce.

### **1.2 Statement of the Problem**

The Labour Amendment Act No. 5 of 2015 brought a lot of mixed feelings, uncertainty and short-lived celebrations to both employees and employers because of both lack of clarity and failure to interpret its provisions regarding the termination of employment. The parties criticised both the process and the outcome. Accusations were traded against the Government for stampeding the process whilst ignoring their proposals in coming up with the new Act. Employers were especially bothered by the blanket application of the minimum retrenchment package which includes all forms of terminations including contracts terminated on disciplinary grounds and the retrospective application of the law to terminations that took place on or after 17<sup>th</sup> July 2015 Supreme Court ruling. Employees, on the other hand viewed the minimum retrenchment package as too little and a mockery of fair labour practice.

The purpose of this research was therefore to investigate whether the Labour Amendment Act offered a panacea to thousands of employees who lost employment as a result of the 17<sup>th</sup> July 2015 Supreme Court ruling or offered a relief to employees at work by providing a solution to address the confusion characterising the practical application of the law on termination of an employment contract.

### ***1.3 Research Objectives***

- (a) To establish the intention of the Government in coming up with the Labour Amendment Act 2015.
- (b) To investigate the impact of the Labour Amendment Act 2015 on termination of employment contract at the workplace.
- (c) To find out the extent to which the Labour Amendment Act 2015 addresses termination of employment contract on notice or otherwise.
- (d) To determine the role of the Tripartite Negotiating Forum (TNF) parties in coming up with labour law provisions on termination of employment contract.

### ***1.4 Research Questions***

- (a) What were the reasons of the Government for coming up with the Labour Amendment Act 2015?
- (b) What are the effects of the Labour Amendment Act 2015 provisions on terminating a contract of employment?
- (c) To what extent does the Labour Amendment Act 2015 addresses termination of employment contract on notice?
- (d) What is the role of TNF parties in coming up with labour law provisions on terminating a contract of employment?

### **1.5 Literature Review**

#### **The 3 ways to terminate employment**

##### *1.5.1 Termination of employment on notice (Labour Act Chapter 28:01 Section 12 subsection 4)*

The section provides as follows:

Except where a longer period of notice has been provided for under a contract of employment or

in any relevant enactment, and subject to subsections (5), (6) and (7), notice of termination of the contract of employment to be given by either party shall be:

- (a) three months in the case of a contract without limit of time or a contract for a period of two years or more;
- (b) two months in the case of a contract for a period of one year or more but less than two years;
- (c) one month in the case of a contract for a period of six months or more but less than one year;
- (d) two weeks in the case of a contract for a period of three months or more but less than six months;
- (e) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

It goes on further to state that termination of employment contract can also be exercised during the probation period. This is captured under Section 12 subsection (5) which states that: a contract of employment may provide in writing for a single, non-renewable probationary period of not more than:

- (a) one day in the case of casual work or seasonal work; or
- (b) three months in any other case during which notice of termination of the contract to be given by either party may be one week in the case of casual work or seasonal work or two weeks in any other case.

Subsection 6 notes that whenever an employee has been provided with accommodation directly or indirectly by his employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of subsection (4) or (5). Notwithstanding subsection (4) or (5), subsection (7) states that parties to any contract of employment may by mutual agreement, waive the right to notice provided that the termination is at the initiative of the employer. The employee will have a right to payment for a period corresponding to the appropriate period of notice required in terms of subsection (4) or (5). These are the grounds under which the employment contract can be terminated on notice.

*1.5.2 Termination of employment based on Dismissal (Labour Act Chapter 28:01 Section 12B)*

Section 12B of the Labour Act deals with dismissals which is another form of terminating a contract of employment. Termination by way of a dismissal is referred to as a disciplinary termination. This form of termination of employment contract takes place in terms of the National Employment Code of Conduct Regulations 2006 (SI 15 of 2006) as read with Section 12B of the Labour Act or Code of Conduct registered for the National Employment Council or Code of Conduct registered for a particular company.

### *1.5.3 Termination of employment based on Retrenchment (The Labour Act 28:01 Section 12C)*

The Labour Act under Section 12C provides retrenchment as another method where a contract of employment can be terminated. However, retrenchment raised difficulties for many employers. This was necessitated by the long retrenchment process and exorbitant packages that most employees expected and the Government procedural bottlenecks.

### *1.6 Interpretation of Common Law right to terminate on notice*

The employer has a right to terminate a contract of employment for any reason, or indeed for no reason at all provided that notice of termination has been given. As a result of the inequalities inherent in the common law, the Zimbabwean Government adopted legislative measures in the early 1980s to require employers to demonstrate a fair reason for the termination of an employee's employment contract and observe procedural fairness. This intervention was inspired by ILO Convention 158 of 1982 on Termination of Employment at the initiative of the employer. The issue for determination by the Supreme Court was whether Section 12B of the Act abolishes the employer's common law right to terminate employment on notice. The Court had to interpret the meaning of the mentioned provisions in order to determine whether the law entrenches on employer the right to terminate an employment contract on notice. In addressing this question, the court determined whether the term termination of contract of employment under Section 12(4) was synonymous with the statutory concept of dismissal under Section 12B of the Labour Act. The Supreme Court accepted the proposition that termination of an employment contract is not synonymous with the statutory concept of dismissal. The statutory concept of dismissal is much broader than the common law concept of termination of employment and includes a number of elements that would not in the ordinary course amount to a dismissal. Thus not every termination of employment is a dismissal as noted by Kasuso and Manyatera (2015).

Termination relates broadly to the bringing of a contract of employment to an end and is usually not as a result of fault by either party to the employment relationship. Examples include termination by expiration of agreed period, mutual termination, termination on performance of agreed task, retirement, retrenchment and termination by supervening impossibility. On the other hand, dismissal relates to a specific method of bringing the employment relationship to an end on account of misconduct and pursuant to a disciplinary hearing as well as any circumstances contemplated by Section 12B.

Having ascertained the meaning of termination and dismissal, the Supreme Court went on to interpret Section 12B and Section 12(4) of the Labour Act. Under common law the employer has a right to terminate a contract of employment on notice. Section 12B of the Labour Act deals with the statutory concept of dismissal or circumstances where an employee may be held to have been unfairly dismissed. The Supreme Court accepted that this Section does not deal with termination of employment on notice but dismissal as these words are not synonymous. In other words, termination of a contract on notice was held by the Supreme Court as not one of the circumstances of unfair dismissal prescribed under Section 12B. Alternatively, the Supreme Court noted that termination of employment is not among the conduct that Section 12B outlaws as an unfair labour practice.

On the other hand, Section 5 of the Labour (National Code of Conduct) Regulations, 2006, does not alter the common law position like Section 12B. It merely outlines various forms of termination including dismissal but does not abolish termination on notice.

It is of paramount importance to discuss Section 12 (4) of the Labour Act. The section deals with the concept of termination of employment on notice. In applying the literal rule of interpretation, the court reasoned that: The wording of S12 (4) of the Act is so clear that it leaves very little room, if any, for misinterpretation. It governs the time periods that apply when employment is being terminated on notice. It stands to reason that the notice periods do not apply when an employee is dismissed. In instances of dismissal no notice is required. The periods of notice referred to in S12(4) of the Act can only apply where there is termination of employment in terms of a process involving the giving of notice provided for in a contract of employment. In

essence the Supreme Court accepted that Section 12(4) provides the right to terminate a contract of employment on notice to both parties under the common law. The right is available to both the employer and employee and has not been removed by the Labour Act or regulations. This has been the position of the law and employers rarely exercised this right on the belief that this was outlawed by the introduction of Section 12B in the Labour Act through the Labour Amendment Act No 7 of 2005. Of relevance to this study is the Labour Amendment Act 2015, *Sections 12(4a) and (4b)* which state as follows:

(4a) No employer shall terminate a contract of employment on notice unless:

- (a) the termination is in terms of an employment code, or in the absence of an employment code, in terms of the model code made under Section 101 (9); or
- (b) the employer and employee mutually agree in writing to the termination of the contract; or
- (c) the employee was engaged for a period of fixed duration or for the performance of some specific service; or
- (d) pursuant to retrenchment, in accordance with Section 12C.

(4b) where an employee is given notice of termination of contract in terms of subsection (4a) and such employee is employed under the terms of a contract without limitation of time, the provisions of Section 12C shall apply with regard to compensation for loss of employment.

The section regulates termination on notice by prescribing circumstances under which a contract of employment can be terminated on notice. The first three circumstances in Section 12 (4a), (a)-(c) are a restatement of the provisions as set out in Section 12B of the Labour Act Chapter 28:01 read with Section 5 of the Labour (National Employment Code of Conduct) Regulations, 2006. The other form of termination in Section 12(4a), (d) relates to termination pursuant to retrenchment.

### ***1.7 Compensation on termination of notice***

Another critical aspect about the Labour Amendment Act 2015 is the compensation payable on termination on notice. Apart from cash in lieu of notice which an employee is entitled to, Section 12(4b) of the Labour Amendment Act 2015 provides that permanent employees are also entitled to compensation for loss of employment. Section 12C (2) sets out a minimum retrenchment



package of one's month salary for every two years of service or an equivalent lesser proportion for employees who have served for a lesser period.

### ***1.8 Compensation in retrospect***

Finally, Section 12 of the Labour Amendment Act 2015 applies retrospectively. Clause 18 of the Labour Amendment Act 2015 has a transitional provision to the effect that Section 12 of Labour Amendment Act 2015 applies to every employee whose services were terminated on three months' notice on or after the 17th of July 2015.

### ***1.9 Legal recourse by the Employers' Confederation of Zimbabwe (EMCOZ)***

The employees and employer representatives condemned the Labour Amendment Act 2015 for failing to take into account their respective interests. Whilst it sought to protect the job security of vulnerable employees from terminations of employment contracts on three months' notice and set minimum retrenchment package to cushion the employers from a long and expensive retrenchment exercise, it left both employees and employers disillusioned. The EMCOZ took the Government to court to remove some sections of the Labour Amendment Act 2015 which it felt were unconstitutional and inconsiderate to employers (*Zimbabwe Independent, 1 April 2016*) especially on the mandatory to pay the retrenchment package.

## **2 Research Method**

**2.1 Research Design:** The survey design was used because of lots of advantages (Polit and Beck, 2008;

Meloy, 2002; Burns and Grove, 2001).

**2.2 Research Method:** The mixed method approach was adopted to provide a complete analysis of the problem under investigation by considering both the quantitative and qualitative aspects of data preparation, collection and analysis (Saunders et al., 2012; Collis and Hussey, 2009).

**2.3 Target population, Sample and sampling and Research instruments**

These were synchronized with the mixed methods approach (Leedy and Omrod, 2005)

**Table 1:** Sample composition, sample size, sampling techniques and instruments used

<b>Category of subjects</b>	<b>Sampling technique</b>	<b>Sample size</b>	<b>Instrument/Method of data collection</b>
Labour Officers	Stratified	10	Structured questionnaire
Designated Agents	Stratified	10	Structured questionnaire
Managers	Stratified	15	Structured questionnaire
Employees	Stratified	15	Structured questionnaire
Labour bodies (ZCTU and ZFTU)	Purposive	5	Interviews
Employers' Confederation of Zimbabwe (EMCOZ)	Purposive	5	Interviews
Labour Experts	Purposive	5	Interviews
Retrenchment Board	Purposive	5	Interviews
<b>TOTAL</b>		<b>70</b>	

## 2.4 Ethical and Logistical considerations

The researchers considered and complied with the ethical guidelines as suggested by Polit and Beck (2008) such as (a) Explaining the rationale for the study (b) Obtaining informed consent of the key informants and respondents (c) Not providing financial incentives (d) Avoiding deception; maintaining confidentiality, objectivity and high professional standards (e) Autonomy (the study respected the rights and dignity of all participants who remained anonymous without their names revealed even in this paper/report (f) Non-maleficence (the study did not cause harm or damage to the participants or other stakeholders in general).

## 3 Analysis of data

Qualitative information gathered from unstructured interviews and collected notes were transcribed and manually analysed using thematic analysis techniques. Common opinions were grouped into similar themes using the content analysis method, involving categorization of data, classification, summarisation and coding and narrative statements though sparingly (Cresswell, 2003). For the structured questionnaire, data presentation and analysis was done using largely descriptive and inferential statistics Data was presented in relative form (%) and based on the Likert scale, the mean (average) and standard deviation were calculated to show consistency and variation on responses (Kennedy, 2009).

## 3.1 Results and Findings

### 3.1.1 Government intentions in coming up with the Labour Amendment Act 2015

**Table 2:** Response analysis on Government intentions

Intention	N	Mean	Std. Deviation
To accommodate key labour issues raised by employees through trade unions	50	1.8966	.81700
To accommodate concerns of employers through their confederation	50	1.8621	.91512
To align labour laws to the Constitution of Zimbabwe	50	2.6897	1.07250

To align with international practices, ILO of which Zimbabwe is a member	50	4.3103	5.58764
To improve industrial relations at the workplace	50	2.3448	.97379
To harmonise working conditions in line with government thrust e.g. indigenisation and economic empowerment	50	2.4483	.78314
To cushion employees whose contracts were terminated on three months' notice	50	1.6552	.85673

The results showed that most respondents agreed that the government's intention in coming up with the Labour Amendment Act 2015 was to; accommodate key labour issues raised by employees through trade unions, accommodate concerns of employers through their confederation, to cushion employees whose contracts were terminated on three months' notice (mean=1.6552) and to improve industrial relations at the workplace. The interview participants suggested the government's intention was to "*normalise the turbulent labour environment following the 17 July 2015 ruling of the Supreme Court in the case of Zuva Petroleum vs Don Nyamande and Another*" which legalised the termination of a contract of employment on notice without a compensation package for loss of employment. The participants highlighted that the amendment sought to "*curb massive termination of employment in 2015 and to ensure that employees whose contracts are terminated are given compensation*" in relation to service rendered.

### 3.1.2 Employer expectations of the Labour Amendment Act 2015

**Table 3:** Employer expectations

Employer expectation	N	Mean	Std. Deviation
Flexibility on termination of employment	50	1.3448	.85673
To have least cost of terminating an employee's contracts	50	1.4483	.57235
The law to maintain the common law right to terminate on three months' notice	50	1.3448	.81398
Expeditious resolution of labour cases	50	1.7586	.95076
To have more bargaining power during negotiations	50	2.0690	.92316

Results showed that Employers expected flexibility on termination of employment, having least cost of terminating an employee's contract and that the law should maintain the common law

right to terminate on three months' notice. These results were confirmed by findings of interviews. One informant suggested that “*employers expected a least cost way of terminating employee contracts*”. Another said that “*employers wanted the Supreme Court ruling on three months' notice to remain applicable to both employers and employee*”.

### 3.1.3 Employee expectations

**Table 4:** Employee expectations

Employee expectation	N	Mean	Std. Deviation
To have the common law right of employer to terminate employee's contract on three months' notice abolished	50	1.3793	0.85960
Right to organise and associate e.g. collective job action	50	2.3448	1.00980
Compliance with CBAs by employers	50	1.2414	.78627
Stiff terminations and retrenchment conditions.	50	1.9310	.84223
To have room to bargain for more terminal benefits	50	1.7586	.68947

All the expectations given by Table 4 were agreed as what employees had been expecting. The same results were obtained from the 15 interviews conducted. One participant said that employees had expected a provision which would “*allow them to be kept in employment regardless of whether a company is performing or not*” and another had this to say “*There was need for job security and entitlement to compensation in case their employment contract is terminated*”.

### 3.1.4 Impact of Labour Amendment Act 2015 on termination of employment contract

**Table 5:** Effects of provisions of the Act on termination

Effect	N	Mean	Std. Deviation
Fair scenario where an employment contract is terminated on three (3) months' notice	50	2.6207	1.01467
Minimum retrenchment package adequate	50	2.8966	1.01224
Dismissal procedure is clear	50	4.4138	5.59667
Employer's right to apply to be exempted from paying the full minimum retrenchment package or any part of it accepted	50	4.3793	5.57683

Extension of payment period if company alleges financial inability to pay retrenchment package timeously	50	3.1379	.95335
Failure by NEC or retrenchment board to respond to the employer's request to be exempted within 14 days is deemed approval of the request	50	3.6897	.71231

The average responses highlighted a high dissatisfaction on almost all the provisions and that was also supported from the interview results. One interviewee argued that “*a minimum retrenchment package of not less than a months' salary for every two years of service is not comparable to the service that would have been rendered by an employee, hence it is not worthwhile*”. Another one was against the idea of “*compensating unproductive employees as this would be tantamount to rewarding failure*”.

### 3.1.5: Impact of Labour Amendment Act 2015 provisions on employers

**Table 6:** Impact of Labour Amendment Act 2015 provisions on employers

Effect	N	Mean	Std. Deviation
Law expedites the process of terminating a contract of employment	50	1.8571	.80343
Allows employers to achieve employment flexibility	50	1.7857	.56811
Reduces retrenchment costs for employers	50	2.2143	.83254
Makes it easy for employers to retrench	50	2.2500	.70053
Creates extra costs for employers when terminating a contract of an employee on disciplinary grounds.	50	4.3214	7.84599
Takes away employer's right to terminate employee's contract on notice	50	3.6786	.98333
Causes struggling companies to collapse	50	3.5214	.86297
Renders disciplinary hearings redundant	50	3.8571	1.00791

For employers, the law expedited the process of terminating a contract of employment and allowed employers to achieve employment flexibility and possibly reduces retrenchment costs for employers. One informant felt employees suffered, by saying “the employer can apply for exemption to pay the full minimum package or part of it”. This provides a cheaper and easier

route to employers in their desire to terminate employment contracts while placing employees at the mercy of their employers.

### 3.1.6 Impact of Labour Amendment Act 2015 provisions on employees

**Table 7:** Impact of Labour Amendment Act 2015 provisions on employees

Effect	N	Mean	Std. Deviation
Does not mitigate the consequences of loss of employment	50	1.7857	.16610
Makes it difficult to bargain for more than the minimum retrenchment package	50	2.3857	.88117
Employees work at the mercy of the employers who can terminate a contract of employment by simply meeting the minimum retrenchment package	50	2.0714	.94000
Minimum retrenchment package is very little	50	2.2429	.98936
Encourages employers to issue fixed term contracts rather than permanent positions, because it offers less terminal benefits.	50	2.3857	.06657
Stops unilateral termination of employment on notice	50	2.3857	.22798

Generally, respondents agreed on most implications (effects) of the Act including those who were interviewed.

### 3.1.7 Labour Amendment Act 2015 on termination of employment contract on notice

**Table 8:** Labour Amendment Act and termination of employment contract on notice

Aspect/Issue	N	Mean	Std. Deviation
It is permissible to terminate a contract of employment on notice	50	1.9286	.71640
The Labour Amendment Act 2015 balances employer and employee interest on terminating a contract of employment on notice	50	2.8214	1.12393
The parties can bargain on termination of a contract on notice	50	2.3500	1.17458

Employers can terminate an employee's contract of employment on notice without compensation	50	3.6429	1.25357
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The average responses suggest that the respondents agreed with the view that it is permissible to terminate a contract of employment on notice. This was supported by most interviewees who suggested that the *“Amendment Act did not address termination by notice, rather termination by notice was still allowed, only that the common law principle has been eradicated”*. The argument lies in that employers still have an option to terminate employment contract on notice.

### 3.1.8 Role of the Tripartite Negotiating Forum (TNF) parties

**Table 9:** Role of the Tripartite Negotiating Forum parties

Role	N	Mean	Std. Deviation
To have a regulatory framework to guide the smooth operations of the partners.	50	2.2500	3.91223
To have thorough consultations in coming up with acceptable amendments	50	2.4500	4.19546
To balance the interests of government, employers and employees	50	1.6786	.61183
To offer research based solutions	50	1.6071	.73733

The average response suggests that the respondents agreed with all the given roles of the Tripartite Negotiating Forum (TNF) but a follow up on the interviewees sentiments, revealed that instead of the TNF being an employer, employee and government interaction forum, *“the government tends to dominate the platform”* rendering negotiations of no effect. They said that was being driven by the desire to influence decisions in line with the country's prevailing economic and political challenges. Nine (9) participants suggested need for 'synergy' of the 3 minds by having *“all the partners by moving towards one goal of enhancing employee performance for the survival of companies while maintaining job security”*. This would help to avoid exploitation and prejudice of either party, the employer or the employee. This is necessary to avoid domination by either of the parties. It also helps to ensure that the outcomes of negotiations are fully implemented.



## 4 Conclusion

The procedures regarding the termination of employment in Zimbabwe using the major labour administrative legislation, the Labour Amendment Act No. 5 of 2015 had caused more problems than had been anticipated, thereby creating a big rift between employers and employees on industrial and labour relations. The interpretation of the law was also not synchronised with the 2013 National constitution, the industry code of conduct and retrenchment policies, and this caused more confusion.

## 5 Recommendations

5.1 There is need to align the Labour Amendment Act with the Constitution of Zimbabwe, ILO Conventions and to balance the interests of both the employers and employees.

5.2 To provide a clear distinction on termination of contract based on notice, dismissal or retrenchment and spell out explicitly the procedures pertaining to each to avoid a confrontational approach by aggrieved party.

5.3 Employees found guilty on acts of misconduct, must not be paid the minimum retrenchment package or awarded the 3 months' notice remuneration.

5.4 There is urgent need to create a regulatory framework for the TNF body to work together as a collective and harmonious body.

5.5 Exemption on the payment of a minimum retrenchment package must be objectively be considered based on facts rather than the prevalent bottleneck of expiry of time before approval.

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