



ZIMBABWE EZEKIEL GUTI UNIVERSITY

FACULTY OF LAW, BUSINESS INTELLIGENCE AND ECONOMICS

DEPARTMENT OF LAW AND LEGAL SERVICES

EXAMINATION PAPER

MODULE CODE : LLB 323

MODULE TITLE : LABOUR & EMPLOYMENT LAW

SPECIAL REQUIREMENTS:

DURATION : ~~3 HOURS~~

LEVEL : 3.2

DATE : 13 FEB 2024

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INSTRUCTIONS TO CANDIDATES

1. Answer any **two** questions from **Section A** and any **two** questions from **Section B**.

INFORMATION FOR CANDIDATES

1. Credit shall be given for referring to case law, statutes or any other authorities wherever applicable.
2. Notes, handouts and textbooks are not allowed into the examination.
3. Cellphones are not allowed into the examination room.
4. Begin each answer to a full question on a fresh page.

SECTION A

Question 1

Maria and Tracy were employed by Kushinga Enterprises on fixed term contracts of 8 months duration. Before the expiry of the contracts, Kushinga Enterprises terminated their contracts of employment three months earlier than the expiry date. Maria and Tracy were to be paid one month pay in lieu of notice. Kushinga Enterprises then reconsidered its position. It cancelled the termination and reinstated the contracts of employment with full pay up to the dates the fixed contracts would have expired. After the contracts had expired, they were not renewed.

Required

- a) Advise Maria and Tracy on the legal position which determines the status and duration of their contracts. (10)
- b) Outline the procedure, if any, which they should follow to get the required legal protection? (15)

[25 MARKS]

Question 2

Tafadzwa was employed by Shield Bank as a bank teller. On 15th June 2021, he was presented with \$100-00 for exchange with 8000 rands. Tafadzwa then signed the payment slip to show that he had given the customer his change. The customer forgot to collect the change and went away. The customer then came back a month later to claim his change. A Closed Circuit Television footage confirmed the allegation that the customer had not been given his change. Tafadzwa was charged and dismissed. He appealed to the Grievance and Disciplinary Committee which reached a deadlock and referred the matter to the National Employment Council.

Required

- (a) Discuss the composition and powers of the National Employment Council to resolve the above disputes. (10)
- (b) Examine the procedure which any aggrieved party may follow after the decision by the National Employment Council. (15)

[25 marks]

Question 3

The Banking Employees Union was registered in 2018 as a trade union representing employees in the banking sector. In 2019, the Banking Employees Union entered into a collective bargaining agreement with the employer's organization representing the banks. The collective bargaining agreement provided that the employer would deduct union dues from the employee and remit the same to the Banking Employees Union. In 2020, another Union called the Commercial Workers Union was formed. During the same year it was formed, it entered into a collective bargaining agreement with employers in the commercial sector. A building society known as Zambezi Building Society was part of employer's organization for the commercial sector which excluded the banking sector. In 2021, the workers' committee for Zambezi Building Society decided to withdraw from Commercial Workers Union and joined the Banking Employees Union. The Workers' Committee demanded that Zambezi Building Society should deduct union dues and remit them to the Banking Employees Union instead of the Commercial Workers Union. Zambezi Building Society rejected the proposal by the Workers' Committee on the basis that it belonged to the commercial sector and it had no obligation to transfer dues to a trade union which belonged to the banking sector.

Required

With reference to relevant authorities, advise all the parties on their rights, obligations and how to settle their disputes. **[25 marks]**

SECTION B

QUESTION 4

Discuss the scope of the employee's duty of competence and efficiency.

[25 marks]

QUESTION 5

To what extent does the Labour Amendment Act 11 of 2023 protect the right of employees to freedom of association? **[25 marks]**

QUESTION 6

Evaluate the notion that damages in lieu of reinstatement provide adequate compensation for loss employment. **[25 marks]**

[END OF EXAMINATION -100 MARKS]