

GOVERNMENT OF ZAMBIA

ACT

No. 15 of 1989

Date of Assent: 15th August, 1989

An Act to amend the Employment Act

[18th August, 1989]

ENACTED by the Parliament of Zambia.

Enactment

1. This Act may be cited as the Employment (Amendment) Act, 1989, and shall be read as one with the Employment Act, in this Act referred to as the principal Act.

Short title

Cap. 512

2. The principal Act is amended by the insertion immediately after section *fifteen* of the following new section—

Insertion
of new
section 15A

15A. (1) Subject to any agreement between the parties providing for conditions which are not less favourable to an employee than are provided for in this section, where, by reason of redundancy a contract of service is terminated by the employer or by any other person acting for and on behalf of the employer, the employer or the person acting on his behalf shall be liable to pay to the employee a redundancy payment calculated in a manner prescribed by the Minister:

Redundancy
payment

Provided that a redundancy payment shall be made only to an employee who has been employed by the employer continuously for a period not less than six months.

(2) For the purposes of this section, an employee's contract of service shall be deemed to be terminated by reason of redundancy if the termination is wholly or partly due to—

- (a) the fact that his employer has ceased or intends to cease to carry on the business for the purposes of which the employee was employed by him or has ceased or intends to cease to carry on that business in the place where the employee was so employed; or

(b) the fact that the requirement of that business for employees to carry out work of a particular kind in the place where he was so employed has ceased or diminished or is expected to cease or diminish.

(3) An employee shall not be entitled to a redundancy payment under this section if—

(a) for any reason he terminates the contract under which he was employed;

(b) his employer, being entitled to terminate the employment without notice by reason of the employee's misconduct, so terminates it;

(c) the employer terminates the contract of employment and offers suitable alternative employment to the employee without break in service and with similar terms and conditions of employment and the employee has unreasonably refused that offer; or

(d) the employee is employed for a fixed term and the redundancy coincides with the end of the term.