



**NATIONAL OPEN UNIVERSITY OF NIGERIA**

**COURSE CODE :MBA 736**

**COURSE TITLE:  
EMPLOYMENT AND LABOUR LAW**

# **COURSE DEVELOPMENT**

**MBA 736**

## **EMPLOYMENT AND LABOUR LAW**

### **COURSE GUIDE**

**Course Developer:** Dr. Stephen T. Aroge  
Department of Adult Education,  
Adekunle Ajasin University,  
Akungba-Akoko, Nigeria.

**Unit Writer:** Dr. Stephen T. Aroge  
Department of Adult Education,  
Adekunle Ajasin University,  
Akungba-Akoko, Nigeria.

**Course Editor:**

**Programme Leader:**

**Course Coordinator(s):**

## **1.0 INTRODUCTION**

MBA 736: Employment and Labour Law is a first semester year one, two credit and 700 level core course. It will be available for all students offering MBA in Human Resources Management and Master in Public Administration (MPA).

This course will expose you to understanding of many of the concepts and theories in employment and labour relations as they affect business organisations in Nigeria. It will assist you to be able to apply these concepts and theories to the task and roles that you perform as an entrepreneur, business manager, top management executive in the corporate business and public corporation setting.

The course will consist of 15 units, which includes course guide, definition, philosophy and nature, theories and related issues on employment and labour law, sources of labour law, contents/scope of labour law, the Nigeria Judicial System, National Labour Law (The Nigeria Labour Act), International Labour Law, Collective Labour Law, Contract of Employment under Individual Labour law, Other aspects of Individual labour law, duties of the employer under the employment contract, duties of employee under the employment contract, the concept of industrial relations legal framework, terms and conditions under contracts of employment, collective bargaining and labour law, collective bargaining and the law, industrial conflicts or trade disputes and their resolution and cursory look at some operations of industrial relations legal framework in Nigeria.

This course guide tells you briefly what the course is about, what course materials you will be using and how you can work your way through these materials. It suggests some general guidelines for the amount of time you are likely to spend on each unit of the course in order to complete it successfully.

It also gives you some guidance on your tutor-marked assignments, which will be made available in the assignment files. There are regular tutorial classes that are linked to the course. You are advised to attend these sessions.

## **2.0 WHAT YOU WILL LEARN IN THIS COURSE**

MBA 736: Employment and Labour Law are to introduce you to various techniques, guides, principles, practices, etc. relating to industrial relations and employment and labour law in governance of business organisations.

It makes comparative analysis of the corporate governance in Nigeria with those around the world for better understanding of the practices and principles of governing business organisations.

## **3.0 COURSE AIMS**

The aim of the course can be summarised as follows:

This course aims to give you an understanding of the meaning of corporate governance, theories and issues what they are and how they can be applied in everyday business activities. It also aims to help you develop skills in the corporate business management especially as it relates to dispute settlement and management between parties to industrial relations. You can also apply the principles to your job as business managers, top management of corporate organisations in both the private and public enterprises. All these will be achieved by aiming to:

introduce you to definition,;

- Introduce you to definition, philosophy and nature of employment and labour law;
- Sources, contents or scope of Labour law;
- The Nigeria Judicial System;
- National Labour Law: The Nigeria Labour Act;
- International Labour Law and Collective Labour Law;
- Contract of Employment under Individual Labour Law and Other Aspects of Individual Labour Law;
- Duties of both employee and employer under the Employment Contract;
- The concept of Industrial Relations Legal Framework;
- Terms and Conditions under Contracts of Employment;
- Collective Bargaining and Labour Law;
- Collective Bargaining and the Law;
- Industrial Conflicts or Trade Disputes and Their Resolution;
- A Cursory Look at some Operations of Industrial Relations Legal framework in Nigeria.

#### **4.0 COURSE OBJECTIVES**

To achieve the aims set out, the course sets overall objectives. Each unit also has specific objectives. The unit objectives are always included at the beginning of a unit; you should read them before you start working through the unit. You may want to refer to them during your study of the unit to check on your progress.

You should always look at the unit objectives after completing a unit. In doing so, you will be sure that you have followed the instructions in the unit.

Below are the wider objectives of the course as a whole. By meeting these objectives, you should have achieved the aims of the course as a whole. On successful completion of the course, you should be able to:

- Introduce you to definition, philosophy and nature of employment and labour law;
- Sources, contents or scope of Labour law;
- The Nigeria Judicial System;
- National Labour Law: The Nigeria Labour Act;
- International Labour Law and Collective Labour Law;
- Contract of Employment under Individual Labour Law and Other Aspects of Individual Labour Law;
- Duties of both employee and employer under the Employment Contract;

- The concept of Industrial Relations Legal Framework;
- Terms and Conditions under Contracts of Employment;
- Collective Bargaining and Labour Law;
- Collective Bargaining and the Law;
- Industrial Conflicts or Trade Disputes and Their Resolution;
- A Cursory Look at some Operations of Industrial Relations Legal framework in Nigeria.

## **5.0 WORKING THROUGH THIS COURSE**

To complete this course, you are required to read the study units, read set books and read other materials provided by the National Open University of Nigeria (NOUN). Each unit contains self-assessment exercises, and at a point in the course, you are required to submit assignments for assessment purposes. At the end of the course, is a final examination. The course should take you about 16 – 17 weeks in total to complete.

Below you will find listed all the components of the course, what you have to do, and how you should allocate your time to each unit in order to complete the course successfully on time.

Below are the lists of all the components of the course:

## **6.0 COURSE MATERIALS**

Major components of the course are:

- Course Guide
- Study Units
- References
- Assignment
- Presentation Schedule

## **7.0 STUDY UNITS**

The study units in this course are as follows:

- Unit 1: Introduce you to definition, philosophy and nature of employment and labour law;
- Unit 2: Sources, contents or scope of Labour law;
- Unit 3: The Nigeria Judicial System;
- Unit 4: National Labour Law: The Nigeria Labour Act;
- Unit 5: International Labour Law
- Unit 6: Collective Labour Law;
- Unit 7: Contract of Employment under Individual Labour Law
- Unit 8: Other Aspects of Individual Labour Law;
- Unit 9: Duties of employee under the Employment Contract;
- Unit 10: Duties of employer under the Employment Contract;
- Unit 11: The concept of Industrial Relations Legal Framework;
- Unit 12: Terms and Conditions under Contracts of Employment;

- Unit 13: Collective Bargaining and Labour Law;  
Unit 14: Collective Bargaining and the Law;  
Unit 15: Industrial Conflicts or Trade Disputes and Their Resolution;  
Unit 16: A cursory look at some operations of industrial relations legal framework in Nigeria.

## **8.0 ASSIGNMENT FILES**

There are fifteen assignments in this course. The fifteen-course assignment which cover all the topics in the course material are there to guide you to have proper understanding and grasp of the course.

## **9.0 PRESENTATION SCHEDULE**

The presentation schedule included in your course materials gives you the important dates for this year for the completion of tutor-marked assignments and attending tutorials. Remember, you are required to submit all your assignments by the due date. You should guard against falling behind in your work.

## **10.0 ASSESSMENT**

There are three aspects to the assessment of the course: first are self-assessment exercises, second, are the tutor-marked assignments; and third, there is a written examination.

In tackling the assignments, you are advised to be sincere in attempting the exercises; you are expected to apply information, knowledge and techniques gathered during the course. The assignments must be submitted to your tutor for formal assessment in accordance with the deadlines stated in the *Presentation Schedule* and the *Assignment File*. The work you submit to your tutor for assessment will count for 50% of your total Course mark.

At the end of the course, you will need to sit for a final written examination of 'three hours' duration. This examination will also count for 50% of your total course mark.

## **11.0 TUTOR-MARKED ASSIGNMENT (TMAs)**

There are nine tutor-marked assignments in this course. You only need to submit five of the eight assignments. You are encouraged, however, to submit all eight assignments in which case the highest five of the eight marks will be counted. Each assignment counts 10% towards your total course mark.

Assignment questions for the units in this course are contained in the *Assignment File*. You will be able to complete your assignment from the information and materials contained in your reading, references and study units. However, it is desirable in all degree level education to demonstrate that you have read and researched more widely than the required minimum. Using other references will give you a broader viewpoint and may provide a deeper understanding of the subject.

When you have completed each assignment, send it together with a TMA (tutor marked assignment) form, to your tutor. Make sure that each assignment reaches your tutor on or before the deadline given in the *Presentation Schedule* and *Assignment File*. If for any reason, you cannot complete your work on time, contact your tutor before the assignment is due to discuss the possibility of an extension. Extensions will not be granted after the due date unless there are exceptional circumstances.

## 12.0 FINAL EXAMINATION AND GRADING

The final examination for MBA 736 will be of three hours' duration and have a value of 50% of the total course grade. The examination will consist of questions, which reflect the types of self-testing, practice exercise and tutor-marked problems you have previously encountered. All areas of the course will be assessed.

Use the time between finishing the last unit and sitting for the examination to revise the entire course. You might find it useful to review your self-tests, tutor-marked assignments and comments on them before the examination. The final examination covers information from all parts of the course.

## 13.0 COURSE MARKING SCHEME

Total Course Marking Scheme

ASSESSMENT	MARKS
Assignment 1 – 9	Nine assignments, best five marks of the nine count @ 10% each = 50% of course marks
Final Examination	50% of overall course marks
<b>Total</b>	<b>100% of course marks</b>

## 14.0 COURSE OVERVIEW

This table brings together the units, the number of weeks you should take to complete them and the assignment that follow them.

<b>Unit</b>	<b>Title of work</b>	<b>Weeks activity</b>	<b>Assessment (end of unit)</b>
1	Introduce you to definition, philosophy and nature of employment and labour law	1	Assignment 1
2	Sources, contents or scope of Labour law	1	Assignment 2
3	The Nigeria Judicial System	1	
4	National Labour Law: The Nigeria Labour Act	1	Assignment 3
5	International Labour Law	1	Assignment 4
6	Collective Labour Law	1	
7	Contract of Employment under Individual Labour Law	1	
8	Other Aspects of Individual Labour Law	1	Assignment 5
9	Duties of employee under the Employment Contract	1	
10	Duties of employer under the Employment Contract	1	Assignment 6
11	The concept of Industrial Relations Legal Framework	1	
12	Terms and Conditions under Contracts of Employment	1	Assignment 7
13	Collective Bargaining and Labour Law	1	Assignment 8
14	Collective Bargaining and the Law	1	
15	Industrial Conflicts or Trade Disputes and Their Resolution	1	Assignment 9
16	A Cursory Look at some Operations of Industrial Relations Legal framework in Nigeria.	1	
	<b>Revision</b>		
	<b>Total</b>		

## **15.0HOW TO GET THE MOST FROM THIS COURSE**

In distance learning, the study units replace the university lecturer. This is one of the great advantages of distance learning. You can read and work through specially designed study materials at your own pace, and at a time and place that suits you best. Think of it as reading the lecture that a lecturer might set you some reading to do, the study unit will tell you when to read your other materials. Just as a lecturer might give you an in-class exercise, your study units provide exercises for you to do at appropriate points.

Each of the study units follows a common format. The first item is an introduction to the subject matter of the unit, and how a particular unit is integrated with the other units and the course as a whole.

Next is a set of learning objectives. These objectives let you know what you should be able to do by the time you have completed the unit. You should use these objectives to guide your study. When you have finished the unit, you must go back and check whether you have achieved the objectives. If you make a habit of doing this, you will significantly improve your chances of passing the course.

The main body of the unit guides you through the required reading from other sources. This will usually be either from a **Reading Section** of some other sources.

Self-tests are interspersed throughout the end of units. Working through these tests will help you to achieve the objectives of the unit and prepare you for the assignments and the examination. You should do each self-test as you come to it in the study unit. There will also be numerous examples given in the study units, work through these when you come to them too.

The following is a practical strategy for working through the course. If you run into any trouble, telephone your tutor. Remember that your tutor's job is to help you. When you need help, don't hesitate to call and ask your tutor to provide it.

- (1) Read this course guide thoroughly.
- (2) Organise a study schedule. Refer to the course overview for more details. Note the time you are expected to spend on each unit and how the assignments relate to the units. Important information e.g. details of your tutorials, and the date of the first day of the semester will be made available. You need to gather all this information in one place, such as your diary or a wall calendar. Whatever method you choose to use, you should decide on and write in your own dates for working on each unit.
- (3) Once you have created your own study schedule, do everything you can to stick to it. The major reason that students fail is that they get behind with their coursework. If you get into difficulties with your schedule, please let your tutor know before it is too late for help.
- (4) Turn to unit 1 and read the introduction and the objectives for the unit.
- (5) Assemble the study materials. Information about what you need for a unit is given in the 'Overview' at the beginning of each unit. You will always need both the study unit you are working on and one of your references, on your desk at the same time.
- (6) Work through the unit. The content of the unit itself has been arranged to provide a sequence for you to follow. As you work through the units, you will be instructed to read sections from your other sources. Use the unit to guide your reading.
- (7) Well before the relevant due date, check your Assignment File and make sure you attend to the next required assignment. Keep in mind that you will learn a lot by doing the assignments carefully. They have been designed to help you meet the objectives of the

course and, therefore, will help you pass the exam. Submit all assignments not later than the due date.

- (8) Review of the objectives for each study unit confirms that you have achieved them. If you feel unsure about any of the objectives, review the study material or consult your tutor.
- (9) When you are confident that you have achieved a unit's objectives, you can then start on the next unit. Proceed unit by unit through the course and try to face your study so that you keep yourself on schedule.
- (10) When you have submitted an assignment to your tutor for marking, do not wait for its return before starting on the next unit. Keep to your schedule. When the assignment is returned, pay particular attention to your tutor's comments, both on the tutor-marked assignment form and also written on the assignment. Consult your tutor as soon as possible if you have any questions or problems.
- (11) After completing the last unit, review the course and prepare yourself for the final examination. Check that you have achieved the unit objectives (listed at the beginning of each unit) and the course objectives (listed in the Course Guide).

## **16.0 TUTORIALS AND TUTORIALS**

There are 17 hours of tutorials provided in support of this course. You will be notified of the dates, times and location of these tutorials, together with the names and phone numbers of your tutor, as soon as you are allocated a tutorial group.

Your tutor will mark and comment on your assignments, keep a close watch on your progress and on any difficulties you might encounter and provide assistance to you during the course. You must mail your tutor-marked assignments to your tutor well before the due date (at least two working days are required). They will be marked by your tutor and returned to you as soon as possible. Do not hesitate to contact your tutor by telephone, e-mail, or discussion board if you need help. The following might be circumstances in which you would find help necessary.

### ***Contact your tutor if:***

- You do not understand any part of the study units or the assigned readings.
- You have difficulty with the self-test or exercise.
- You have a question or problem with an assignment with your tutor's comment on an assignment or with the grading of an assignment.

You should try your best to attend the tutorials. This is the only chance to have face-to-face contact with your tutor and to ask questions which are answered instantly. You can raise any problem encountered in the course of your study. To gain the maximum benefit from course tutorials, prepare a question list before attending them. You will learn a lot from participating in discussions actively.

## **17.0SUMMARY**

As earlier stated above this course MBA 736: Employment and Labour Law are to introduce you to various techniques, guides, principles, practices, etc. relating to industrial relations management in government and corporate business organisations in Nigeria.

It makes comparative analysis of the corporate governance in Nigeria with those around the world for better understanding of the practices and principles of governing business organisations.

We hope you enjoy your acquaintances with the National Open University of Nigeria (NOUN). We wish you every success in the future.

## **MBA 736      EMPLOYMENT AND LABOUR LAW**

### **Unit 1          Definition, Philosophy and Nature of Employment and Labour Law**

#### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
3.1	The Concept of Employment
3.2	Labour Law
3.3	Nature of Labour Law
3.4	Aims and Objectives of Labour Law
3.5	Philosophy of Labour Law
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

#### **1.0      INTRODUCTION**

In this unit and with emphasis on the Nigeria situation, you will be provided with the general background information about the course by introducing you to the definition, philosophy and nature of labour law in relation to employment, employment-related issues; including labour law or employment law which have in recent years attracted so much attention from various segments of the society. These include the government circle, the scholars, captains of industry, students of organizational studies as a result of growing realisation of the importance and relevance of the relationship between employment and the law. The labour movement has been instrumental in the enactment of laws protecting labour rights right from the 19<sup>th</sup> and 20<sup>th</sup> centuries with the present period. Labour rights and protection have remained integral to the social and economic order and development since the industrial revolution when the nature of employment has been transformed.

Our concern, therefore, will be the discussion of labour laws or statutes in their principles and codes as they affect the employment of one part of another in the workplace and within the larger economy taking into consideration the involvement of all the labour (workers), the employers and government.

#### **2.0      OBJECTIVES**

By the end of this unit, you should be able to:

- (i) describe the word employment and state its importance to man;
- (ii) define labour and explain its role in the world of work;
- (iii) articulate the philosophy of the labour law.

### **3.0 MAIN CONTENT**

#### **3.1 The Concept of Employment**

The word employment simply means work or doing work for a reward in form of wage or salary. It is an act or state of being employed or being engaged in activity or activities to earn money i.e. the situation in which people have work. Employment is a means for providing human basic needs. Its nature can be full-time, part-time, permanent or temporary.

#### **3.2 Philosophy and Nature of Labour Law**

This topic will be discussed under the underlisted subheads:

##### **3.3 Labour Law**

Labour law, otherwise known as employment law, is the body of laws, administrative rulings, and precedents which address the legal rights of, and restrictions on working people and their organisations. Labour law mediates many aspects of the relationship between trade unions, employers and employees. It is evolved to regulate the activities and conducts of the various actors or the main stakeholders in the world of work so that the game is played according to the dictate of the rules and regulations. Such main actors are the workers and their union, the employers and their associations, the government and its agencies.

##### **3.4 Aims and Objectives of Labour Law**

The essence of labour law is to ensure orderliness and stability in the world of work through harmonious relationship among and between the actors within the work organisation. This situation, if well established and sustained, there will be good job performance that will engender continuous and improved productivity level whereby interests of individual employee, the investors and the community will be favoured as to each party and the overall well-being. Labour law, just like other areas of law including the constitution and the entire judicial system of the land (nation) is set out to show direction of conduct, control, protect interests, prevent oppression, exploitation of a party by another party and many more.

##### **3.5 Philosophy and Nature of Labour Law**

On a general note, thinking about employment and its contextual issues especially the mode of interaction at the workplace is growing by the day. The role of each of the parties in a particular organisation and the world of work in general, the diversity and conflict of interests, the likely fallouts in various dimensions, the need for harmonization of these diverse interests, prevention of unwholesome happenings and engendering of required peaceful industrial or work environment, healthy enough for required productivities in form of employment relation remain paramount and tenable philosophy. The importance of work as a primary human activity and a means of fulfilling man's potentialities cannot be overemphasized. The employment of individual to work amount to the development of the human potentialities of the worker as a social being, a wealth creator and a master of nature. Employment (work) makes individual to

be useful to himself and the society lack of work or unemployment makes man incomplete and threatens man's existence. Thus, employment integrates people into the social structure and gives them an identity.

The essential nature of employment (work) and its social nature in terms of uneven interests, interdependence, contribution to individual and community life, calls for evolvement and enforcement of necessary codes of conduct or rules of the game as being or may be played by the actors or parties making up the whole system to forestall any breach that may result from the in-built differences. Such codes, principles and regulatory instruments constitute the labour (employment) law which components we shall be discussed in this course.

### **Self Assessment Exercise**

How will you define the phrase labour law? What is meant by the word employment?

## **4.0 CONCLUSION**

In this unit, you have learnt some basic issues relating to the topic under focus and the essence of employment or work, the relevance of labour law to the world of work. You should with the basic information or knowledge gained here be able to define what labour law is, the important role of employment to human being. The need for regulation of activities and harmonization of adverse interests to create good relationships or interaction among and between parties in the workplace has also been discussed for your understanding of the subject-matter. You should have noted the relevance of law to employment relation by now.

## **5.0 SUMMARY**

We have, in this unit, dealt with the definitional orientation of employment and labour law, and the mode of employment. We have also discussed the purpose of labour law and its needs where the aims and objectives have been highlighted as well as the philosophical tenet. The subsequent units shall be off-shoots of this introductory unit.

## **6.0 TUTOR MARKED ASSIGNMENT**

Give a good description of the various forms of employment. In which way is law important and relevant or related to employment relation in an economy?

## **7.0 REFERENCES AND FURTHER READINGS**

Ogbudinkpa, R.N. (1986). Dynamic Development in Nigeria: Theory of Unemployment/Underemployment. Annual Conference Proceedings. Kaduna NES.

Howell, J.M. (ed). Monography on New Zealand, Contribution to the International Encyclopaedia for Labour Law and Industrial Relations.

## **Unit 2            Sources of Labour Law**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
3.1	The Various Sources of Labour Law Categorised
3.1.1	Received Common Law
3.1.2	Local Legislations
3.1.3	Customs and Practices accepted as Binding in Law
3.1.4	Other Sources
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0    INTRODUCTION**

In this unit, you will be made to know where the contemporary Nigerian labour laws can be traced to or found such various and different channels constitute the sources of the employment laws as being practiced today. Basically, their sources are largely functions of the nation's socio-economic and political experiences. The marks left behind by our (Nigeria) colonial experience have ever remained epochal in all ramifications of colonialism as a single event for so many. All aspects of the country's national life (individuals inclusive) had been and still being touched by the epochal effects of colonisation. Therefore, what is today Nigeria labour law and mode and practice of employment are reflections of the thinking, policy and practice of the colonial master – the British.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i) understand the direction to trace the sources of Nigeria's employment/labour law;
- (ii) categorise the various sources;
- (iii) know the influence of the colonialism on the national life.

### **3.0    MAIN CONTENT**

#### **3.1    The Various Sources of Labour Law Categorised**

Even the recent borrowed American Presidential System of Government has not been able to set aside totally the inherited British models of our national life and mode of corporate governance and institutional arrangements especially the laws and the judicial system. Hence, the sources of the contemporary Nigerian labour law fall into the following broad categories:

(i) Received English Law:

- Common Law
- Tort
- Contract

(ii) Local Legislations and Case Law:

- Labour Act
- Trade Unions Act
- Trade Dispute Act
- National Social Insurance Trust Fund Act
- National Housing Fund Act
- National Health Insurance Scheme Act
- Companies and Allied Matters Act

(iii) Customs and Practices accepted as binding in Law which the courts can enforce.

(iv) Other Sources:

- Workman's Compensation Act
- National Dockworkers' Act
- Any Statute of General Application as entrenched in the codes of many parts of the free world.

### **Self Assessment Exercise**

Mention how many categories of the sources of the Nigeria Labour Law we have.

## **4.0 CONCLUSION**

The multiplicity of the sources of the Nigerian employment laws have been itemised under this segment. The labour and the employment practice have been traced to the nation's colonial experience. The colonial sources have equally been supplemented and complemented by the country's peculiar and contextual realities. Thus, the labour law and the nature of employment practice somewhat reflect the internal situations in which the country has found itself over time. The scenario in the Nigerian situation in this regard is to a large extent true of most African and other developing nations of the world concerning the employment and labour law issues.

## **5.0 SUMMARY**

This unit has taken us through an overview of the effects or influence of colonialism on the Nigeria socio-economic and political life as a nation. The various categories to which the labour laws have been drawn or sources have been vividly itemised for your quick understanding.

## **6.0 TUTOR MARKED ASSIGNMENT**

Briefly describe the effects of colonialism on the Nigeria legal system's structure with special reference to its labour law.

## **7.0 REFERENCES AND FURTHER READINGS**

Attoh, Uche (2000). Adequacy of contemporary Nigerian Labour Laws to human resource management practice under democratic dispensation in Human Resources. Management Journal of the Institute of Personnel Management of Nigeria Vol. 10 No. 5.

## **Unit 3            Contents / Scope of Labour Law - Itemised**

### **Table of Contents**

- 1.0 Introduction
- 2.0 Objectives
- 3.0 Main Content
  - 3.1 The Main Subject Matter of Labour Law
  - 3.2 General Labour Law
- 4.0 Conclusion
- 5.0 Summary
- 6.0 Tutor Marked Assignment
- 7.0 References and Further Readings

### **1.0 INTRODUCTION**

As earlier mentioned, the source of the Nigeria labour law are numerous ranging from the common English law as inherited, to those found in the statutes enacted at various times by the colonial parliament, the pre-military parliament, the military decrees and the post-military civilian National Assembly of Nigeria.

Up to January 1966, both the national and regional assemblies could pass laws relating to labour matters simultaneously, but at this present time, only the Federal Government of Nigeria can legislate on labour or employment matters. This is sequel to item 34 on the Exclusive Legislative List contained in Part 1 the Second Schedule of the 1999 Constitution of the Federal Republic of Nigeria. Just in the same token, the employment areas or issues covered by the labour law are as numerous as the matters of employment relations.

### **2.0 OBJECTIVES**

At the end of this unit, you should be able to:

- (i) describe what is meant by the scope of labour law;
- (ii) explain the varying areas covered by labour law.

### **3.0 MAIN CONTENT**

#### **3.1 The Main Subject Matter of Labour Law**

The Exclusive Legislative List as Part 1 to the Second Schedule to the 1999 Constitution of the Federal Republic of Nigeria Section 34, provides that only the National Assembly can legislate on as part of the coverage areas thus: Labour, including trade unions, industrial relations, conditions of safety and welfare of labour; industrial dispute; prescribing a national wage for the Federation or any part thereof; and industrial arbitration.

#### **3.2 General Labour Law**

Under this discussion, the general dimension of the scope of labour law is articulated in an itemised manner thus:

(i) **Individual Labour Law:**

Here, the areas of coverage include contract of employment, minimum wage, working time, health and safety, anti-discrimination, unfair dismissal and child labour.

(ii) **Collective Labour Law:**

In this category, labour law includes trade unions; strikes; pickets; workplace involvement; and co-determination.

(iii) **International Labour Law:**

The highest category here belongs to the International Labour Organisation. There are labour codes binding on members of economic regional bodies such as those belonging to the European Labour Law, African and its sub-regions as ECOWAS, NATO, EEC, etc.

(iv) **National Labour Law**

The focus here is on the coverage of employment law within a nation. Nigeria legislation will be used to illustrate the National Labour Law contents or coverage areas. Thus, the discussion will highlight the important provisions of a few major legislations dealing with various aspects of industrial relations as follows:

- (a) The provisions for minimum terms and conditions of employment of workers as contained in the Labour Act, 1974;
- (b) The provisions for the formation, registration, recognition and operation of Trade Unions, including Central Labour Organisations, as contained in the Trade Unions Act, 1973;
- (c) The provisions for Safety and Protection against Industrial injuries as contained in the Factories Act; Mining Regulation, etc.
- (d) The provisions for the payment of compensation to persons who get incapacitated as a result of injury suffered at work or to the dependants of person who die as a result of accidents happening in the course of their employments as contained in the Workmen's Compensation Act and the relevant rules;
- (e) The provisions for collective bargaining and the settlement of trade disputes as contained in the Trade Disputes Act, 1976;
- (f) The provisions for the establishment of Wages Board for the protection of workers in places where wages are unreasonably low or where no machinery exists for the effective regulation of wages and other conditions of employment as contained in the Wages Board and Industrial Council Acts, 1973.

There have been some amended provisions such as Trade Unions (Amendment) Act of 1999 and Decree 4 of 1996, Trade Unions (International Affiliation) (Amendment) Decree 1999. There

are other statutes on employment relations like the Acts of Parliament on the new pension regime, popularly known as contributory pension scheme.

### **Self Assessment Exercise**

Carefully enumerate the areas of coverage of good labour laws.

## **4.0 CONCLUSION**

The scope of labour law as articulated here does not in any way indicate the exhaustive list of the areas covered in employment relation issues. There can always be more upcoming items in response to new or changing patterns of workplace relationship and demands of production relations. It is instructive to do the itemization in this way to present a form of graphic view of the sources for easy understanding.

## **5.0 SUMMARY**

So far, we have stated the main sources or origins of the various rules and regulation as they fall within the time frames that is: before independence, under the colonial regime, first republic, during the military, secondary republic, military and during the civilian regimes of the 1999 period till date. The sources mentioned in common law especially of the country of the colonial master, Acts of Parliament, Military Decrees, Collective Agreement, International Charters, etc.

## **6.0 TUTOR MARKED ASSIGNMENT**

Discuss the sources or origin of the Nigeria Labour Law as you understand it.

## **7.0 REFERENCES AND FURTHER READINGS**

Davidson, R.B. (1977). The Nigerian Industrial Relations Decrees. Zaria: Ahmadu Bello University Press

## **Unit 4            The Nigeria Judicial System**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
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	3.2 The Supreme Court
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	3.4 The Federal High Court
	3.5 The High Court of the Federal Capital Territory, Abuja
	3.6 The Sharia Court of the Federal Capital Territory, Abuja
	3.7 The Customary Court of Appeal of the Federal Capital Territory, Abuja
	3.8 The State Courts
4.0	Conclusion
5.0	Summary
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### **1.0    INTRODUCTION**

The role of the judiciary in ensuring good administration of justice, peace and harmony in all the sectors of any society cannot overemphasized. In one of the oldest codes in human history, it is asserted that the purpose of law (legislation) is to make sure that the strong (in this case the employer) would not deprive the weak (the employees) of their rights. This view of law and the machinery charged with its administration has come to be generally accepted as one of the essential functions of legal ordering of social structure, or institutions such as work organisation and/or industrial relations in any society. In Nigeria, it is a popular statement often made that the last hope of the common man is the judiciary, i.e. it is his last hope in seeking redress for any wrong done to him (each party in the employment relations). It is necessary that this section be highlighted to enhance understanding of the various ways the employment-related issues including terms and conditions and accompanying conflicts and grievances can be and are resolved. More so, that the labour law derives its source in part from the common law.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i) understand the Nigeria judicial system;
- (ii) know the structure of the court system;
- (iii) the role of machinery of justice in employment relations.

### **3.0    MAIN CONTENT**

#### **3.1    The Machinery of Justice – The Nigeria court system**

The court system has a long history in Nigeria and it is the main machinery in the administration of justice. The other machinery especially on labour related issues include such institutionalised structures as conciliation, mediation, arbitration, tribunals and National Industrial Court. There are some in-house structures such as negotiating body and collective bargaining as spelt out in the Labour Acts. The main concern in this unit is to have cursory look at the court system in the Nigeria context.

The court system is structured along the Nigerian geopolitical structure thus: the federal, federal capital territory and the federating units (states). It is further stratified in order of authority, ranking as spelt out by the 1999 Nigerian Constitution Section 230.

### **3.2 The Supreme Court of Nigeria**

There is the Supreme Court which is apex court in Nigeria. It is an appellate court whose jurisdiction includes hearing appeals from the decisions of the Court of Appeal as may be made to it. It is the highest court of justice of the land. It is headed by the Chief Justice of the Federation usually appointed by the President of Nigeria, and assisted and/or supported by a number of Justices of the Supreme Court not exceeding twenty-one (21) as may be prescribed by an Act of the National Assembly. Its decision on issues brought before it is the final. The court also interprets laws and constitutional matters. Its jurisdiction and power derives from the Constitution of the land. The Chief Justice and other Justices of the Supreme Court are appointed on the recommendation of the National Judicial Council and subject to confirmation by the Senate.

### **3.3 The Court of Appeal**

This is immediately below the Supreme Court of Nigeria. It used to be called Federal Court of Appeal. It is headed by the President of the Court of Appeal usually appointed by the President of Nigeria as recommended by the National Judicial Council and confirmed by the Senate. The court is divided into divisions spread across the geopolitical zones of Nigeria. The court is taken to have been duly constituted if it consists of at least three Justices of the Court of Appeal.

The Court of Appeal shall have jurisdiction to the exclusion of any other court of law in Nigeria, to hear and determine appeals from the Federal High Court of the Federal Capital Territory, Abuja, the Federal High Courts, High Court of a State, Sharia Court of Appeal of the Federal Capital Territory, Abuja, Sharia Court of Appeal of a State, Customary Court of Appeal of the Federal Capital Territory, Abuja, Customary Court of Appeal of a State, and from decisions of a Magistrate's Court and other tribunals as may be prescribed by an Act of the National Assembly. Its jurisdiction as per the above covers both the civil and criminal matters.

### **3.4 The Federal High Court**

The Federal High Court is next to the Court of Appeal and presided by a Chief Judge and comprising such number of Judges of the Federal High Court as may be prescribed by an Act of the National Assembly. The Chief Judge is also appointed by the President of Nigeria on the recommendation of the National Judicial Council and confirmation of the Senate.

The Federal High Court has and exercises jurisdiction to the exclusion of any other court in such civil and criminal cases and matters covering offences on economic, social, political, religions, work or employment and issues arising from government (federal, state and local), organisations, corporate bodies, associations, unions, and individuals or groups and persons on matters on land, chieftaincy, marriage, and family. The court has and exercises jurisdiction and power in respect of treason, treasonable felony and allied offences.

For the purpose of exercising any jurisdiction as conferred upon it by the Constitution or the National Assembly, the Federal High Court shall have all the powers of the High Court of a State. The Federal High Court is duly constituted if it consists of at least one Judge of the court.

### **3.5 The High Court of the Federal Capital Territory**

There is the High Court of the Federal Capital Territory headed by a Chief Judge, appointed by the President of Nigeria on the recommendation of the National Judicial Council and confirmed by the Senate.

Its jurisdiction covers the determination of any civil and criminal proceedings involving or relating to any penalty, forfeiture, punishment or other liability in respect of any offence committed by any person all in its appellate or supervisory jurisdiction. The court composition consists of such number of Judges of the High Court as may be prescribed by an Act of the National Assembly; and shall be constituted if it consists of at least one Judge of that court. It can make rules for regulating its practice and procedure.

### **3.6 The Sharia Court of Appeal of the Federal Capital Territory**

There is the Sharia Court of Appeal of the Federal Capital Territory, Abuja consisting of a Grand Kadi, and such number of Kadis of the Sharia Court of Appeal as may be prescribed by an Act of the National Assembly. The President does the appointment of the Grand Kadi as recommended by the National Judicial Council and subject to Senate confirmation. The court shall be duly constituted if it consists of at least three Kadis of the court. Its jurisdiction covers civil proceedings involving questions of Islamic personal law, regarding marriage, family relationship or guardianship of an infant, physically or mentally infirm, gift matters etc. The Grand Kadi can make rules to regulate the practice and procedure of the court.

### **3.7 The Customary Court of Appeal of the Federal Capital Territory**

This court has a President and such other number of Judges of the Customary Court of Appeal as prescribed by an Act of the National Assembly and it is duly consisted if it consists of at least three Judges of the court. The appointment of its President follows the earlier mentioned procedure and its power covers appellate and supervisory jurisdiction in civil proceedings involving questions on customary cases. The court's President can make rules for regulating its practice and procedure.

### **3.8 The State Courts**

There are also the state courts consisting of High Court of a State, Sharia Court of Appeal of a State and Customary Court of Appeal of a State. The duties performed by the President of Nigeria, National Assembly are performed by the Governor and the State House of Assembly respectively in the case of these state courts except the recommendation for appointment which still rests with the National Judicial Council.

Their jurisdictions cover such functions/duties as may be conferred on them by the state law. These border on civil and criminal proceedings involving or relating to any penalty, forfeiture, punishment or other liability in respect of an offence committed by any person together with such functions conferred by the Constitution, the State law and the Islamic Personal law. Their Chief Judges or Presidents make rules for the practice and procedure of these courts.

### **3.8.1 Tribunals**

Tribunals are also constituted on various issues as part of the country's justice administration. Such issues may border on political, economic, civil and criminal areas. For example, there are tribunals on election, labour matters, dispute and grievances of any type, crisis, mismanagement and embezzlement, injustice etc.

### **Self Assessment Exercise**

Briefly state the difference between the position of the National Assembly and the State House of Assembly on the Nigerian Judicial System.

## **4.0 CONCLUSION**

The essence of the contents of this unit is to enlighten learners on the judicial system in Nigeria. This is with a view to keeping learners abreast with all the available legal avenues opened to individuals to seek redress and obtain justice on various issues including employment matters. The understanding of the existing law courts as they administer justice will enhance better understanding of the laws relating to labour matters and the conduct of individuals, the management and the pros and cons in relationships in the world of work.

## **5.0 SUMMARY**

In this unit, we have dealt with what constitute the nation's judicial system by itemizing all the court systems. The unit has taken us round such topics as the status, functions, power or jurisdiction, composition and appointment of headship of the various courts and their levels.

## **6.0 TUTOR MARKED ASSIGNMENT**

Give a comprehensive account of the court system in Nigeria as you are familiar with.

## **7.0 REFERENCES AND FURTHER READINGS**

The Constitution of the Federal Republic of Nigeria (1999).

## **Unit 5            National Labour Law: The Nigeria Labour Act**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
	3.1 The Nigeria Labour Act, 1974
	3.2 Wages Legislation aspect of the Employment Law
	3.3 Workmen's Compensation Act
	3.4 A Look at the Factories Act
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0    INTRODUCTION**

That all nations of the world evolve one form of employment and labour relations practice or the other is not in contest. That work and production relations are universal is equally not in contest. That every society evolves and develops types of legal framework to regulate its work and employment relations in response to the international labour standards and to meet its internal practices and labour relations demands is indeed not subject to argument or contest. What is arguable is the nature and content of such laws which are contextual due to peculiarities of each nation in terms of social, political and economic activities (especially on production relations i.e. employment relations). Our emphasis under this unit is on the Nigerian Labour Act of 1974 and other Industrial Relations related laws.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i) familiar yourself with what constitute the Nigeria employment and labour laws;
- (ii) explain the main thrust of the Labour Act;
- (iii) describe the concept of Workmen's Compensation and Factories Acts in Nigeria.

### **3.0    MAIN CONTENT**

#### **3.1    The Nigeria Labour Act, 1974**

This law replaced the Labour Code Act of 1945 and it deals with all aspects of employment practices in Nigeria. By this Act, the state seeks to protect the wages of workers. The law states that wages must be paid in legal tender and what is deductible from worker's monthly wages. The Act forbids a term of contract of employment that is discriminatory in nature, and such that dictates choice of union participation for workers. Various sections of the Labour Act deal with such other matters as procedure for redundancy, maternity, problems, health, engagement and

disengagement from work. Sections 30 – 84 of the Act provisions are made for means of settling disputes other than trade disputes, supporting workers family core and or welfare. For good industrial relations, employers are required to communicate to the employee in writing certain information concerning terms and conditions of employment. Such information include hours of work, holidays, holiday pay and sickness benefits, provision of transport with other welfare services, and duty of employer to provide work. Other sections provide for the conditions under which women and young persons should be employed.

### **3.2 Wages Legislation as aspect of Employment Law**

The government of the Federal Republic of Nigeria has been having cause(s) to introduce legislation on wages in response to prevailing economic trends. Thus, in 1973 a Wages Board and Industrial Council Act empowered Minister of Labour to set up machinery for fixing minimum wages and conditions of service in both private and public sectors of the economy. There is also the National Minimum Wage Act of 1981 prescribing a national minimum amount payable to any category of workers in Nigeria. But there have been other legislations deregulating wage administration. By this concept of wages deregulation, especially with the adoption of the Executive Presidential System of Governance by which each constituting state practices system of employment relations and adopts wage regime that its economy can accommodate though not dramatically opposing the Federal Wage Structure.

### **3.3 Workmen's Compensation Act**

Another employment and labour law in Nigeria is the Workmen's Compensation Act. This Act required that where the employee proves some fault in the employer or in another employee for whom the employer is consciously liable, then the employer must pay damages for the injury suffered as a result of such fault. The injured person usually has some difficulties in collecting such damages. These difficulties led to the enactment of a statutory scheme of compensation. Because of its discriminatory stance and intangible value of compensation, many employees can obtain damages for injuries suffered under the common law. However, there has always been room for improvement on the laws to be able to meet the upcoming challenges of the time. It should be noted that the scheme for compensation is structured in relation to the degrees of injuries sustained.

### **3.4 A Look at the Factories Act**

To a great extent, both the common law rules and the workmen's compensation scheme have neglected to deal with the fundamental issue of the prevention of injuries at work. Today, the only statute whose primary objective is the prevention of industrial accidents is the Factories Act. The Act among other things requires for fencing of dangerous parts of machinery or factories or offices, provision of safety equipment, tools and other facilities. There is the placement of duty of taking reasonable care on the employers wherever the employees might be in the course of their duties/employment. The provisions apply to all employers and cover all persons no matter where they work. Criminal prosecution is also provided for. To curtail injuries and to enhance workers friendly work environments, factory inspectors are put in place

by government to visit and inspect work environments and situations. Non-compliance to the provisions of the Act is punishable under the law.

### **Self Assessment Exercise**

State in clear terms your understanding of the concept of National Labour Law in the Nigeria context.

## **4.0 CONCLUSION**

The power to make laws relating to employment falls largely under the jurisdiction of the Federal Government; hence all other legislations from the federating units are supplementary to the Federal laws or statutes. The evolution and development of laws affecting employment and the related issues are not in any way static. Hence, the laws and their various provisions keep on changing to cope with the situations as they may arise out of the employment relations. The 1974 Decree No. 21 otherwise described and applied as the Labour Act contains general provisions as to protection of wages, contract of employment and terms and conditions of employment in Nigeria.

## **5.0 SUMMARY**

We have so far in this unit dealt with the universality of labour or employment laws, the 1974 Labour Act, Wages Legislation, Workmen's Compensation and Factories Acts as parts of the nation's labour laws and statutes.

## **6.0 TUTOR MARKED ASSIGNMENT**

Explain the need for the Workmen's Compensation Act in Nigeria.

## **7.0 REFERENCES AND FURTHER READINGS**

The Nigeria Labour Act (1974) (Decree No. 21 of 1974).

Uvieghara, E.E. (1981). Nigerian Labour Laws: The Past, Present and the Future. Inauguration Lecture Series, Lagos University Press.

## **Unit 6            International Labour Law**

### **Table of Contents**

- 1.0 Introduction
- 2.0 Objectives
- 3.0 Main Content
  - 3.1 Brief Explanation of International Labour Law
  - 3.2 The International Labour Organisation
  - 3.3 The Concept of National Labour/Employment Law
- 4.0 Conclusion
- 5.0 Summary
- 6.0 Tutor Marked Assignment
- 7.0 References and Further Readings

### **1.0 INTRODUCTION**

The nations of the world are linked and interacting in many ways and on a variety of issues, the economy in general and the employment or labour and its related matters in particular. The world has become a global village, more importantly, with the emerging globalization trends whereby citizens of nations enjoy easier and faster movements and interaction, to seeking employment around the globe. Multinational companies have added to this impetus as there is need in recent times for the inclusion of some kind of minimum standards for employment relationship as they may relate to employers and employees within and across nations.

This need could best be met under the concept, spirit and practice of international labour law in which countries are incentivised to establishment of employment laws that are employee-friendly in respect of the terms and conditions of service. There should also be the inclusion of investment in education, training and skills, in the workforce in order to obtain competitive advantage. The principle of international labour law enhances comparison in employment practice and socially acceptable labour relations.

### **2.0 OBJECTIVES**

At the end of this unit, you should be able to:

- (i) understand the concept of international labour law;
- (ii) explain the role of the relevant articles on work;
- (iii) state its legacy in relation to employment practices.

### **3.0 MAIN CONTENT**

#### **3.1 International Labour Organisation (ILO) and Work Legal Framework**

Historically, the ILO has its headquarters in Geneva, and it is a body set up at the time of the League of Nations, following the First World War. Its guiding principle is that labour is not a

commodity to be traded in the same way as goods, services or capital, and that human dignity demands equality of treatment and fairness in dealing within the workplace. The ILO has drawn up a number of conventions or charters on what ought to be the labour standards adopted by countries party to it. Such countries are, therefore, obliged to ratify the conventions in their own national law. Thus, the constitutional provisions, the Labour Acts (including Trade Union Acts), rules and regulations, even the internal circulars are all fashioned in close relation to the contents of the ILO Conventions. Some continental and regional politico-economic groups of continents have made their employment related laws to take or have bearing from the ILO covenants and have actually displayed commitment in this direction.

### **3.3 The ILO Covenant on Economic, Social and Cultural Rights**

The International Covenant on Economic, Social and Cultural Rights is one of the ILO General Assembly's declarations on human rights, and it forms, to a large extent, the basis for legal framework for the interactions or relationships between and among parties (actors) in the production processes and practices. Under this covenant, employment and labour (trade union) legal frameworks or statutes are evolved both nationally and internationally.

Essentially, a country ratifying the Covenant on economic, social and cultural rights acknowledges its responsibility and commitment to promote better living conditions for its people. It recognises every citizen's rights to work, to fair wages, socialized work security, to adequate standards of living and freedom from hunger and to health and education. It also undertakes to ensure the right of everyone form and join trade unions.

### **3.4 Specific ILO Contents on Work and Employment**

As earlier mentioned, in this unit, the general provisions of the ILO Covenants state that every member of society has the right to social security and is entitled to realisation through national effort and international cooperation and in accordance with the organisation and resources of each state of the economic, social and cultural rights indispensable for his dignity and the free development of his personality.

Apart from the above general tenets, Articles 23 and 24 specifically deal with work and employment. Their contents are copiously sated hereunder that:

- (a) Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment;
- (b) Everyone, without any discrimination, has the right to equal pay for equal work;
- (c) Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented if necessary, by other means of social protection;
- (d) Everyone has the right to form and to join trade unions for protection of his interests; and
- (e) Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay.

All these are supplemented and complemented by other labour and employment laws; rules and regulations internally fashioned out by individual nation states and business organisations in response to the peculiarities of their time and circumstances taking bearing from and in conformity with the ILO Labour-Employment related covenants as highlighted above.

### **Self Assessment Exercise**

How comprehensive or adequate would you describe the contents of Articles 23 and 24 of the ILO Covenant in relation to good terms and conditions of employment in Nigeria?

## **4.0 CONCLUSION**

It should be noted that the states parties to these ILO provisions recognize that, in the enjoyment of those rights provided by the state in conformity with the present covenant, the state may subject such rights only to such limitations as are determined by law only in so far as this may be compatible with the nature of these rights, and solely for the purpose of promoting the general welfare of the workforce as applicable to the letter and spirit of fairness in a democratic society.

## **5.0 SUMMARY**

This unit has taken us through the concept and general orientation of international labour law. It has also dealt with specific areas directly relating to what are required for good terms and conditions of employment – that will engender the realisation of individual contribution to the economy as well as meeting corporate and individual employees' goals. This will in turn affect the national economy positive.

## **6.0 TUTOR MARKED ASSIGNMENT**

Examine the legacy of the International Labour Organisation and the legal framework of employment relations in Nigeria.

## **7.0 REFERENCES AND FURTHER READINGS**

The International Bill of Human Rights (UNO) (1978) New York.

International Labour Organisation (ILO) (1982). Workers Education, Manual 2<sup>nd</sup> Edition, ILO Office, Geneva.

[http://wikipedia.org/wiki/labour\\_and\\_employment\\_law](http://wikipedia.org/wiki/labour_and_employment_law) quoted on 7th October, 2008.

## **Unit 7            Collective Labour Law**

### **Table of Contents**

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	3.1 The Concept of Collective Labour Law
	3.2 The Content of Collective Labour Law Itemised
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0    INTRODUCTION**

Going by the tenets of the system theory of industrial relations as advanced by J.T. Dunlop in his 1958 “Work: the Relationship in the World of Work” is of tripartite nature. This is because it involves the three main actors grouped thus: the government and its agents/agencies, the employers and their associations and the workers and their unions. Of course, there must be the context and ideology for such tripartite relationships between and among the parties. This is further harmonized and simply put as employers (government and non-governmental), employees (as individuals) and trade unions (representatives of workers). Collective law requires proper attention to engender proper focus on the subject matter of this course – employment and labour law.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i) identify what constitutes collective labour law;
- (ii) explain the various constituting concepts and principles thereof;
- (iii) account for the relevance of collective labour law to the well being of a business organisation.

### **3.0    MAIN CONTENT**

#### **3.1    The Concept of Collective Labour Law**

As mentioned under the introduction above, collective labour law has to do with the tripartite interaction among the trio of employees, employers and labour unions within an industrial organisation. Labour laws are mostly targeted at the unions as a collectivity in the world of work as they are most commonly defined and legislated on as workers organisation. Collective labour laws, have as their direct concern, apart from the law on employment contract, specifically on trade union legislations. Such legislations cover all the processes, procedures and activities of

trade unions including their internal governance, relationship with their members, their employment organisations, the government and external bodies.

### **3.2 The Constituents of Collective Labour Law Itemised**

The concept of collective labour law is a body of other components of the mode of relationships in the world of work in an economy. These components are functions of the necessities which the conflictual or competing pluralistic interests of the parties usually bring into play. They serve as avenues to cause things to happen and to iron out burning issues of employment relations. The occurrence of these constituting variables of relationship can in part be unfavourable, disruptive, but they lead to eventual resolution of the workplace discontent, grievances and conflicts.

The constituents of collective law are therefore listed here with brief explanations on them to facilitate better understanding of the coverage areas of labour law in general and the collective labour law as part of the larger employment relations law. They include:

#### **(a) Trade Unions**

The laws of nations place demand that unions should follow particular procedures before certain courses of action(s) are adopted. Such procedures include union formation, registration, membership, finance, internal governance, relationship with members, employment organisations and external labour bodies. For example, the Nigeria laws require that certain conditions must be met before union members can embark on strike, before dues can be spent and on what. Laws also deal with discriminatory labour practices by preventing employers from precluding employees from joining unions or right to work.

#### **(b) Strikes**

The act of striking raises several legal problems. A strike is a breach of the employment contract as the employees are not fulfilling their side of the employment contract; i.e. are not working. One of the fundamental rights being claimed by organised workers and their unions is that, in the event of total disagreement on a matter, employees can withdraw their labour (services) temporarily. At the beginning, the right to strike was not granted or given legal immunity; while nowadays it became an accepted part of our industrial relations even though certain conditions are set by law to be fulfilled before employees can embark on strike action(s).

Such circumscribed conditions include: democratic process (wildcat not allowed), prohibition of sympathy strike, forbidding of general strike by public order, prohibition of strike by essential armed services employees.

Throughout history, tactics such as go-slow, sabotage, not turning up en-masse, over-production, boycott as a refusal to buy, sell or otherwise trade of individual or business believed to be doing something morally wrong, etc. are used by workers to gain more control over the workplace environment. Some labour law explicitly bans such activities while none explicitly allowed them. On the whole, strike is the weapon of the workers most associated with individual

disputes and certainly among the most powerful especially in economies where strikes and legalized under a circumscribed set of conditions.

**(c) Pickets**

This is machinery often used by workers during strike to enhance the effectiveness of the strike actions. Workers may gather outside their employing organisation being struck against to make their presence felt, increase members' participation, prevent strike breakers from entering the place of work. Picketing may be of primary type, but may also include secondary type i.e. picketing a business not directly connected with the dispute (e.g. supplier of material) or flying pickets (mobile strikers who travel in order to join a strike). There may be laws against obstructing others from going about their normal or lawful duties or business i.e. making obstructive pickets illegally even up to court actions.

**(d) Workplace Involvement**

This is similar to the concept of industrial democracy, but not the same. There are rules and regulations legally binding on management by requiring that employers should contact and consult their workers on issues that concern their place in the company. The idea is that not only that workers should have a voice to be listened to; but that they have a role to be counted when decisions are to be taken.

**(e) Co-determination**

Some form of co-determination procedure is practiced in nations across the world. In some countries, workers are represented by their unions on the boards or any such bodies involved in decision-making e.g. boards, commissions etc.

**Self Assessment Exercise**

Briefly explain what is meant by the concept of collective labour law and its applicability in the Nigerian context?

**4.0 CONCLUSION**

The discussions of contents as treated under this unit is very much germane to whole subject matter of employment and labour law as well as the nature of industrial relations which essence concerns with cohabiting of parties whose interests are as varying as the numbers of individuals involved. It is highly imperative that joint involvement of members (employees/employers) be enhanced and encouraged by law. The processes of rule making ought not and should not be the prerogative of a party to the neglect of the other. Hence, the emphasis should and are to be laid on such ways of bringing about joint participation in legally setting the mode and pace of relationship to engender industrial harmony that will lead to high level productivity that is supportive of the overall well being of organisations.

**5.0 SUMMARY**

In this unit, we have dealt with the concept of collective labour or employment law and its principles. Also treated are those elements that constitute the principles and practice of collective labour law. The importance and relevance of the concept has been emphasised also in this unit to further understanding of the need for the topic under reference in any business organisation be it private or public.

## **6.0 TUTOR MARKED ASSIGNMENT**

Give a well explanatory account of what you will like to describe as the constituents of collective labour law in Nigeria?

## **7.0 REFERENCES AND FURTHER READINGS**

Green, G.D. (1994). Industrial Relations, Text and Case Studies, London: Pitman Publishing Incp.

[http://en.wikipedia.org/wiki/labour\\_and\\_employment\\_law](http://en.wikipedia.org/wiki/labour_and_employment_law).

## **Unit 8            Contract of Employment under Individual Labour Law**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
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	3.1 Definition of Contract
	3.2 Definition of Contract of Employment
	3.3 Conditions Needed for Validation of Employment Contract
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0    INTRODUCTION**

Contract of employment is guided and/or directed by the provisions of the law of contract. This law stipulates the various forms and conditions of relationships as they arise out of employment or production situation or relations.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i)     define the term contract;
- (ii)    describe what is law of contract;
- (iii)   identify or explain the direction of contract;
- (iv)    understand conditions necessary to validate employment contract;
- (v)    understand the phrase employment contract.

### **3.0    MAIN CONTENT**

#### **3.1    Definition of Contract**

Under the general principle of contract law, contract is defined as an agreement between two or more parties which is intended by them to have legal consequences. There are deed and a simple contract. A deed is a document that is signed and sealed and delivered while a simple contract is any contract made otherwise than by deed and is sometimes called a “parol” contract. It may be oral in writing or by conduct of the parties.

#### **3.2    Definition of Contract of Employment**

The contract of employment is governed by the general law of contract. Simply put, a contract of employment is therefore regarded as a free agreement between employer and an individual

who has entered into or works under (or where the employment has ceased, worked under) a contract of employment.

### **3.3 Conditions Needed for Validation of Employment Contract**

It should be noted that certain conditions are needed to validate any undertaking between parties in work or production relations before it can be said to be a real contract of employment. Essentially, all the features which characterize ordinary contract must be present in contract of employment before it can be said that there is a valid contract of employment. Such features or conditions include the following:

- an offer must be made;
- the offer must be unconditionally accepted;
- there must be consensus (a manifestation of mutual assent or agreement of minds);
- consideration;
- capacity – mental capacity and minority may affect validity of contract.

#### **Self Assessment Exercise**

Under which conditions would you describe that contract of employment exists?

### **4.0 CONCLUSION**

It is essential to remember that the protections offered by the labour laws (legislations) apply to those under a contract of service “employees” and do not apply to those under contract for services “independent contractors” or the self-employment persons. The distinction becomes imperative when it comes to payment of certain allowances – redundancy, rights to lawful treatment and fair hearing and disengagement in respect of employees.

### **5.0 SUMMARY**

In this unit, we have dealt with the definition of the word contract as it exists under the general principle of common law. Also defined is the phrase contract of employment. We have itemised the conditions necessary for validation of contract of employment and explained those covered by contract of employment.

### **6.0 TUTOR MARKED ASSIGNMENT**

Present good definitions for:

- (i) Contract
- (ii) Contract of employment, and

Discuss the various conditions necessary for employment contract.

### **7.0 REFERENCES AND FURTHER READINGS**

Ogunniyi, O. (1985). Understanding Labour Laws and Employment Contracts in Nigeria in PERMA. The Journal of the Institute of Personnel Management of Nigeria.

## **Unit 9            Other Aspects of Individual Labour Law**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
	3.1 Constituents of Other Aspects of Individual Labour Law
	3.2 Minimum Wages, Salaries and Allowances
	3.3 Working Time
	3.4 Health and Safety
	3.5 Anti-discrimination
	3.6 Unfair dismissal
	3.7 Child Labour or Child Abuse
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0    INTRODUCTION**

We have earlier discussed contract of employment as an aspect of individual labour law. The individual labour or employment law contains other employment related issues revolving around topics such as minimum wages, salaries and allowances, working time, health and safety, anti-discrimination, unfair dismissal and child labour or child abuse etc. A cursory look at these items which today constitute topical issues in fora discussions is not out of place.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i) further understand what constitute individual labour law;
- (ii) itemise the ingredients of individual labour law;
- (iii) discuss each of the items.

### **3.0    MAIN CONTENT**

#### **3.1    Minimum Wage, Salaries and Allowances**

Minimum wage concept means the minimum pay to categories of workers made by employers for performing graded jobs within a time frame below which would not be acceptable to the tenet of an existing employment law(s) in a country. Such wages may be fixed for hours, weeks and on monthly basis. There may be law stating the minimum amount that a worker can be paid per hour, week or month. Most developed and developing nations have laws of this kind. The minimum wage is usually different from the lowest wage determined by the forces of supply and demand in a free market and therefore acts as a price floor. Those unable to command the

minimum wage due to a lack of education, experience or opportunity would typically work in the underground economy, if at all they are employed. Each country sets its own minimum wage laws and regulations; hence while majority of industrialized countries have minimum wage regimes, many developing ones have not. In Nigeria, the concept of minimum wage means minimum monthly salaries payable to workers. Its structure and administration vary between the federal government employees and their states counterparts, and among states due to the introduction of deregulation policies of the Nigeria government to deregulate the entire economy. Each state enacts laws and establishes regulations suitable to their own economic terrain and demands. The concept and its practice are not static but dynamic in response to economic, political and social situation and period.

### **3.2 Working Time**

Working time or period issue has gone through series of developments over the years. Various governments of nations have been enacting laws on different hours on the day, days of the week and weeks of the month that workers must work to earn pay for the work done. In Nigeria, the system inherited from the British colonial masters has now been changed from six (6) working days per week to five (5) working days per week for regular workers in the government services. While some non-governmental organisations work up to Saturday, some categories of workers in certain organisations do work irregularly for Saturdays and Sundays; though this may attract special allowances, in form of overtime or hazard allowance. There are both labour rules and regulation and the company rules guiding all these. The working time as now being experienced in Nigeria was mainly due to labour agitations over the years which eventually led to the 5-working days per week since 1980's. The holidays with pay has also been affected hence employees enjoy leaves with pay. Those on essential services work odd hours (including night and shift) and they are so compensated. Some overtime work are tendered voluntarily or made compulsory due to the nature of the service – the law backs such system.

### **3.3 Health and Safety**

Aspects of labour laws involve safety concerning workers. The Nigerian Factories Act is in pursuance of the health and safety in the workplace. The law imposes penalty on employers who fail in their duties of care in their organisations toward the employees. The institutionalization of vicarious liability concept shows the extent to which the employment laws in Nigeria, like in other countries of the world, support the issues of health and safety at work. There are structures on ground dealing with sanitation in the work environment. Individual employee is liable for sanction in case of negligence, lack of care of self and environment. It is not only the employer that could be sanctioned. There is law banning smoking in public places including work environment.

### **3.4 Anti-discrimination**

There are clauses in the employment or labour law that are clearly opposed to any form of discrimination against employees, stating that such is morally unacceptable and illegal; on a variety of grounds, parties particularly racial discrimination or sexist discrimination. In Nigeria, the constitution, as the supreme law of the land, from which all laws take their bearing, and must

be consistent with, frowns at discrimination against employees by their employing organisations. The United Nations International Bill on Human Rights equally goes against discrimination in human affairs and allocates part of its covenants to the defence of workers against discrimination in their employments. Thus, employers of labour are very conscious of this in their dealings in issues of employment.

### **3.5 Unfair Dismissal**

This is a worldwide issue. Convention No. 158 of the International Labour Organisation clearly states that an employee cannot be “fired without any legitimate motive and before offering him the possibility of defending himself”. The argument is that dismissal must be lawful through establishment of reasonable grounds against the alleged erring employee. The employee must be given sufficient opportunity to defend himself having given knowledge of his offence. The reason for dismissal must be concrete, and convincing. Under the Nigeria Labour Act, a dismissed employee is entitled to a written statement of the reasons for dismissal. Gross misconducts in various guises could lead to dismissal. Dismissal following a grievous misconduct is made summarily i.e. without formalities. Dismissal under the law is different from termination or other form of involuntary exit from appointment initiated by the employer in that the dismissed person goes empty handed without any entitlement. Dismissal must, however, be in accordance with the terms of the employee’s contract otherwise, it becomes wrongful, unlawful and will therefore attract damages payable by employers.

### **3.6 Child Labour or Child Abuse**

This is the employment of children under an age determined by law or custom. It is a practice that is considered exploitative by many countries and international organisations. In the years past, the concept was not there; and if conceived at all, it was not seen as in anyway wrong under the mostly agrarian economies of the world where all members of the family usually engaged in production process of the time – farming, fishing, animal husbandry, arts work, hunting etc.

The idea of child labour as unlawful practice and therefore considered as offence against humanity is a modern concept. It is more in the developing world especially in Africa. It is mostly found in informal sector such as selling on the street, at work in agriculture or hidden away in houses as helps far from the reach of official inspectors, or agencies against it, and from media scrutiny. The child rights laws now permeate the globe, each state of the Nigeria federation now put up laws and structures to reduce and/or eliminate child labour syndrome in the society. The non-governmental organisations (NGO) hinging their establishment, philosophy, principles and practice on the UNICEF doctrines to fight child labour in Nigeria and nay other parts of the world. The cry and fight against child labour have become universal and unlawful practice seriously frowned at by governments of nations and their agencies.

### **Self Assessment Exercise**

What do you understand by the concept of individual labour/employment law?

### **4.0 CONCLUSION**

The examination of the concept of individual labour law is a very important aspect of employment related issues as it touches those areas that affect individual on his or job. It deals with direct relationship between individual employee and individual employer in relation to the position of the employment laws and the concern of the societies demonstrated through the government statutes.

## **5.0 SUMMARY**

We have so far under this unit discussed issues concerning minimum wage, working time, health and safety, anti-discrimination, unfair dismissal, child labour and the positions of the laws on these unfair employment practices either by groups or individuals. We have also emphasised the fact that the war against unfair labour practices is fast gaining grounds worldwide.

## **6.0 TUTOR MARKED ASSIGNMENT**

Itemise at least three (3) components of individual law and give a very comprehensive description of them with examples.

## **7.0 REFERENCES AND FURTHER READINGS**

The UN International Bill of Human Rights (1978). New York.

Labour Law – Wikipedia, the Free Encyclopaedia.

[http://en.wikipedia.org/wiki/labour\\_and\\_employment\\_law](http://en.wikipedia.org/wiki/labour_and_employment_law).

## **Unit 10          Duties of the Employer under the Employment**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
	3.1 Payment of Wages/Salaries
	3.2 Provision of Written Statement of Terms
	3.3 Provision of Work
	3.4 The Duty of Care
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0          INTRODUCTION**

The contract of employment is central to the relationship that exists between employer and employee. The basis of the relationship is an agreement that exists between the two parties, and such agreement is legal and enforceable as a contract. Under this contract of employment, certain implied duties are by law statute placed on the employer to perform in favour of the employee who must have made his personal service to the employer. Such duties are stated/discussed under this section.

### **2.0          OBJECTIVES**

At the end of this unit, you should be able to:

- (i)      have become familiar with the spectrum of employer's duties;
- (ii)     explain the items contained in the employer's duties to employee;
- (iii)    appreciate the relevance of such duties.

### **3.0          MAIN CONTENT**

#### **3.1          Payment of Wages/Salaries**

The first duty is to pay wages by the employer to the employee according to the terms of the contract of service. This must take cognizance of the provision on protection of wages. This clause is clearly stipulated under Sections 1 – 5 of the Nigeria Labour Act, 1974. The payment must be paid in legal tender and not otherwise. The deduction from salaries or wages of an employee, if need be, should be reasonable.

#### **3.2          Provision of Written Statement of Terms**

Although the contract of employment is not required to be in writing at the time of making it, by Section 7 of the Labour Act, 1974, the employer is under a duty to provide his employee with written particulars of terms of the agreement not later than three months after the commencement of the contract. The particulars include:

- (a) Name of employer(s)
- (b) The name and address of the worker and place and date of engagement
- (c) Nature of employment
- (d) Rates of pay and method of calculation thereof and the manner and periodically of payment of wages
- (e) Hours of work, holiday and holiday pay method of exit etc.

### **3.3 Provision of Work**

In the distant past, and perhaps in the contemporary time under the common law, there seems to be no compulsion on the part of the employer to provide work, so long as wages are paid. Under the employment law statutes, there are however, two cases where the non-provision of work by the employer may constitute a breach of contract of employment on his part thus:

Where work provides employee not only with income but also gives him necessary reputation and experience forgetting other employment later. This refers mainly to actors, writers, journalists, apprentice, price raters, commission agents, surgeons (for skill organisation).

### **3.4 The Duty of Care**

Under the duty of care, the employer has a duty to take reasonable care for the health, safety and welfare of his employees. This duty falls under four main headings, namely:

- (i) The duty of employer to provide a reasonably competent workforce. For example, the employer will be in breach of their duty to provide a reasonably competent workforce, if the conduct of an employee or a set of employees is likely to be a source of danger to others. Then the employers are under a duty to remove the danger and/or the dangerous employee to avoid being liable vicariously for his acts of omission or commission.
- (ii) The employer is under the obligation to provide adequate plant, appliance and premises.
- (iii) The duty to provide a safety system/method of work and wears against hazards.
- (iv) The duty to provide a safe place of work.

### **Self Assessment Exercise**

How comprehensively should you like to account for the duty of care on the part of the employer in relation to the contract of employment?

## **4.0 CONCLUSION**

In addition to the positions so far held and/or discussed particularly under the common law duties in this unit, the employer is under a duty to observe all regulations imposed by statute. In the emerging industrial society, statutes have been used to regulate individual activities and these statutes have had effects of imposing additional liability on the employer for the sake or benefit of his worker. Thus, if an action instituted against employer by worker fails under the common law, it may succeed in such action for breach of statutory duty and vice versa.

It should be noted that both the industrial relations in the production process particularly employment, and the needed laws or statutes are dynamic as they are functions and/or products of the larger economy and society which daily experiences changes.

Some of the laws which are of direct interest and concern to the Nigerian worker, and which regulate employees relationship with the employer include the followings:

- Labour Act, 1974
- Trade Unions Act, 1973 (and subsequent Amendments)
- Workmen's Compensation Act, 1958
- Constitution of the Federal Republic of Nigeria, 1979 etc

It should be noted that employers are under limited obligation under certain circumstances or conditions such as sickness, court case and some misconducts.

## **5.0 SUMMARY**

The discussion in this unit has taken us through topics on the duties of employer to his employee under the contract of employment as stipulated by the law. Such topics revolve around those mentioned as subtopics: 3.1 – 3.4 of the unit. This is to keep you abreast with some of the main issues involved in employment relations as backed by law of contract.

## **6.0 TUTOR MARKED ASSIGNMENT**

Work or no work, what is important under the law on contract of employment is the payment of remuneration to employee by the employer. Discuss.

## **7.0 REFERENCES AND FURTHER READINGS**

The Nigeria Labour, 1974.

Akintunde, Emiola ( ). Nigerian Labour Law.

## **Unit 11          Duties of the Employee under the Employment Contract**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
	3.1 Personal Service
	3.2 Obedience
	3.3 Duty of Good faith, Fidelity and Confidentiality
	3.4 Duty of Cooperation
	3.5 Duty of Care
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0          INTRODUCTION**

Usually and normally, the relationship between employee and employer arises out of contract which is an agreement between two or more persons and enforceable at law. Under either the common law or statute, there are duties and obligations assigned to employee in their employing organisations. These form the subject of our discourse here.

### **2.0          OBJECTIVES**

At the end of this unit, you should be able to:

- (i)      comprehend what is meant by employee duties and obligations;
- (ii)     give good explanation of the concept;
- (iii)    articulate your views on this topic.

### **3.0          MAIN CONTENT**

#### **3.1          Personal Service**

The employee's duty is to render personal service according to the contract. He may not delegate his duty without the consent of the employer. But where the terms of employment contain such delegation of duties, and will not in any way cause any damage, injury and negligence that could result to losses, it could be done. This is particularly possible if delegation does not breach the employing organisation but for the interest of the job.

#### **3.2          Obedience**

It is one of the primary duties of the employee to obey his employer's lawful order. Lawful orders are given by the employer within the terms of the contract of employment and which are

neither illegal nor contrary to public policy. Where an employer gives an order which is outside the scope of the contract, the employee is entitled to refuse to obey. Where an employee's refusal to obey a lawful order indicates an intention on his part to abandon the contract, the employer will be entitled to dismiss him without notice, especially if the nature of the act is of sufficient magnitude.

### **3.3 Duty of Good Faith, Confidentiality or Fidelity**

The skills and abilities of the employee are his exclusive property to use as and where he wishes. Even the employer who has given the employee his training and necessary experience to acquire and develop skills, has no special claim to the benefit of those skills. But there are special conditions under which certain aspects of employee's skills and knowledge may be said to belong to the employer. These include information connected with the employer's confidential activities. This duty continues after the contract of employment/service has been discharged. The duty of good faith presupposes a duty not to make secret profits, work only for the employer in the employer's time and to protect the employer's confidential information on patents, copyrights, etc. He must not receive bribe. His personal interest must not conflict with his official interest.

### **3.4 Duty of Cooperation**

It is part of the duty of the employee to cooperate with the employer, in case of any reasonable reorganization that may be carried out by the employer. This is necessary if it is in no way detrimental to the employee but as a strategy to enhance organizational progress and development.

### **3.5 Duty of Care**

The employee owes the employer a duty to take reasonable care in the performance of his duties. The employee must render careful service and if through want of care he causes damage to employer, he is liable to indemnify his employer.

### **Self Assessment Exercise**

Explain the meaning of the concept of good faith in the context of contract of employment.

## **4.0 CONCLUSION**

It is trite law that when a contract has been entered into, it gives rise to rights and duties; it should be noted that what are known and described as duties and obligations of employers constitute the rights of the employee. While the duties and obligations of the employee constitute the rights of the employer under the laws governing the employee-employer relationships. Thus, their discussion is very germane to the issues at stake here.

## **5.0 SUMMARY**

So far, under this unit, we have touched on items which the laws dealing with employment relations, particularly between the employer and employee as the main stakeholders in the production process. Such topics thus far touched are duty of personal service, duty of obedience, duty of good faith or fidelity or confidentiality, duty of cooperation and duty of reasonable care.

## **6.0 TUTOR MARKED ASSIGNMENT**

Out of the various duties imposed on the employee, choose two that you consider most relevant and justify your choice with good illustrations (examples).

## **7.0 REFERENCES AND FURTHER READINGS**

Akintunde, Emiola ( ). Nigerian Labour Law.

Sweet and Maxwell (1983). Principles of Labour Law 4<sup>th</sup> Edition.

Nigerian Labour Act, 1974.

## **Unit 12 Examination of the Concept of Industrial Relations Legal Framework**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
	3.1 The term Industrial Relations
	3.2 The Legal Framework of Industrial Relations
	3.3 Types of Industrial Relations Legal Framework
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0 INTRODUCTION**

Our concern in this unit is to have a cursory look at what constitute in general the legal framework within which the parties operating in the Nigerian industrial relations scene carryout their activities and their mode of interactions as employers (including their associations) and the employee (also including their unions). This discussion will also border on the role of the state (government) in industrial relations. The state (government) comes to intervene in industrial relations system of the country with its status as both an impartial arbiter and the single largest employer of labour. There is always the need on a number of employment and labour issues for the state interventions. These include the provision of guidelines for industrial relations actors through economic policies, labour acts, trade unions legislations, disputes settlement, health and safety, and general welfare of workers provisions among others. This is with a view to engendering harmonious atmosphere towards the realisation of reasonable economic growth and development through high level productivity from the production relations and processes.

### **2.0 OBJECTIVES**

At the end of this unit, you should be able to:

- (i) refresh your memory on the concept of industrial relations;
- (ii) understand what is meant by the term industrial relations legal framework;
- (iii) itemise the three main types;
- (iv) know the extent of state's involvement in industrial relations system in an economy.

### **3.0 MAIN CONTENT**

#### **3.1 The Concept of Industrial Relations**

In a non-elaborate definition, industrial relations is the dealing with the way in which both common and divergent interest are or must be expressed, accommodated and reconciled. But in its broadest definition, industrial relations (labour-management) concerns the entire range of

human relationships at the workplace especially as characterized by the employment of one group (the employed) by another (the employer). It can be defined as a discipline concerned with the systematic study of all aspects of the employment relationship. The concept of industry is central to industrial relations or labour-management because it presupposes an exchange system involving suppliers and demanders of labour, wage payment and employment system that is radically separate and distinct from traditional modes of employment such as communal labour, self and voluntary work on family farms.

Basically, industrial relations involve the interaction of three main actors thus: the workers with their unions, employers with their associations and the government and its agencies. It is an identifiable scheme which admits, in addition, the inflow of outputs of other systems, the impact of the shareholders and customers. It also involves a rule making exercise, politics (power relations) economic and social in nature.

### **3.2 The Legal Framework of Industrial Relations**

Industrial relations legal framework as a concept simply refers to the whole spectrum of the ways and manners the constitutional provisions, the various arms of laws and statutes, including the collectively endorsed agreements by parties, affect and determine the conducts of parties involved in employment. It has to do with setting the pace and modes of relationships among and between the actors in industrial relations and the influence of employment contracts by laws.

Such legal framework, in addition to the constitutional provisions on the rights to voluntary association and employment, include labour laws, trade unions, conflict resolution, compensation, etc.

### **3.3 Types of Industrial Relations Legal Framework**

For convenience, industrial law may be described under three main headings thus: industrial safety law, employment law and the law relating to industrial relations. Each has its different legal and social background and with differences in the levels of application until recent time.

#### **Industrial Safety Law**

This has a history of statutory intervention dating back to the beginning of the last century, but having formidable volume of case laws on the statutes and on the actions which could be brought by injured employees.

#### **Employment Law**

This however was hitherto based on almost entirely upon the common law concept of the contract of employment. It was usually attracting little statutory intervention and even much of the common law, principally due to the inadequacies of the remedies for breach of the employment contract by the employer.

#### **Industrial Relations Law**

This is characterized by the voluntary principle and the abstention of the law. It is used to legalise the operations and purposes of trade unions and to protect them and their members from being liable under tort laws. In Nigeria, wage negotiation in certain industries has been encouraged by Wages Councils which were the creation of statute – whereby the law merely provided for a minimum framework and did not attempt to impose legal rights and duties on the substance of the negotiation itself. It should be noted that there is no watertight compartments that can be noticed among the three principal areas of industrial law as highlighted above. But industrial relations law can be described as the body of rules regulating the expression and reconciliation of the common and divergent interests of workers, employers and governments which are recognized as binding within the legal system.

### **Self Assessment Exercise**

What do you understand by legal framework of industrial relations?

#### **4.0 CONCLUSION**

The need for and relationship of legal framework in the context of industrial setting has been stressed under this unit. This is purposely to enhance understanding of how the state relates through constitutional provisions and legislation with industrial relations. The role of government as impartial arbiters, and the largest single employer of labour as well as the ultimate manager of the entire socio-political and economic activities of the nation cannot be overemphasized. The needs for state to guide the entire industrial processes and what goes on in the world of work through enabling legislation to ward off industrial constraints remain ever relevant by the day.

#### **5.0 SUMMARY**

Under this unit, mention has been made of topics and issues relating to concept of industrial relations, legal framework and its type in relation to industrial relations.

#### **6.0 TUTOR MARKED ASSIGNMENT**

Articulate your views on the need(s) for government intervention in industrial relations practice of a nation.

#### **7.0 REFERENCES AND FURTHER READINGS**

Sweet and Maxwell (1983). Principles of Labour Law 4<sup>th</sup> Edition.

Nigerian Labour Act, 1974.

## **Unit 13        Terms and Condition Under Contracts of Employment**

### **Table of Contents**

1.0	Introduction
2.0	Objectives
3.0	Main Content
	3.1 Discussing the Checklist of terms and conditions of Employment
	3.2 Other Variables in the Employment Relation Practices
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0    INTRODUCTION**

It is imperative to present a checklist of the most relevant terms and conditions of service as they apply under the contract of employment in their general forms and indeed obtainable under the industrial relations law. Their presentation gives strength to the understanding of organizational behaviour of the principal parties (employer and employee) in relations to duties, obligations and the rights of individuals and even groups in the production relations in any economy as guaranteed by various employment and labour laws. They are usually provisions contained in the employment contract and labour Acts, interpreted by authorities concerned, management schedule officers and tribunals in a way that is compatible with the dictate of all the related laws and conventions or covenants on employer-employee relationships.

### **2.0    OBJECTIVES**

At the end of this unit, you should be able to:

- (i) become familiar with what are known as terms and conditions of contracts of employment;
- (ii) identify these variables as terms and conditions of employment which form the basis of interactions between parties;
- (iii) enlist such terms and conditions of employment.

### **3.0    MAIN CONTENT**

#### **3.1    Constituents of Checklist of Terms and Conditions of Employment**

The individual contracts of employment, in his/her employing organisation must satisfy the provisions of laws relating to contracts of employment relations. They include a statement of the capacity in which the person is employed, the name or job title, nature or manner and level of responsibility and accountability. They also include details of pay, allowances, hours of work, holiday, leave, pension scheme, and reference to relevant organisation policies, procedures and rules. In the contemporary context, increasing use of is being made of fixed-term contracts. The

basic information that should be included in any written contract of employment varies according to the level of job, but the following checklist sets out the typical headings:

- Job Title
- The date when continuous employment starts and basis for calculating services
- The rate of pay, allowances, overtime and shift rates, method and timing of payment
- Hours of work including lunch break and overtime and shift arrangements
- Holiday arrangements:
  1. Days paid holiday per year
  2. calculation of holiday pay
  3. qualifying period
  4. accrual of holidays and holiday pay
  5. details of holiday per year
  6. dates when holidays can be taken
  7. maximum holiday that can be taken at anyone time
  8. carry over of holiday entitlement
  9. public holidays.
- Sickness:
  1. pay for time lost
  2. duration of sickness payments
  3. deductions of National Insurance benefits
  4. termination due to continued illness
  5. notification of illness (medical certificate).
- Length of notice due to and from employee
- Grievance procedure (or reference to it)
- Disciplinary procedure (or reference to it)
- Works rules (or reference to them)
- Arrangements for terminating employment
- Arrangements for union membership (if applicable)
- Special terms relating to rights to patents, and designs, confidential information and restraints on trade after termination of employment
- Employer's right to vary terms of the contract subjects to proper notification being given.

### **3.2 Other Variables in the Employment Relations Practices**

In addition to the above checklist, there are other clauses which employers can invoke in the interest of the work. Such clauses, often described as case law, include mobility, transfer and redeployment, promotion procedure, flexible working system, job and work attendance including absenteeism and control, recruitment procedure and diversity management. All these must be handled with some degree of reasonability as required by and contained in the employment contracts according to the relevant work related law statutes.

#### **Self Assessment Exercise**

Of what need or use is the provision of checklist of terms and conditions of employment to the issue of organizational behaviour?

#### 4.0 CONCLUSION

The need to have a cursory look at the checklist of terms and conditions of employment cannot be overemphasized. This is because what is contained in the checklist constitute the main thrusts of employment practices and around which the employment and labour law revolve. Its provision serves as aid to all the parties concerned – workers, employers, government officials and any other stakeholders in the production relations.

#### 5.0 SUMMARY

What you have learnt in this unit concerns the items which form the checklist of the terms and conditions under contracts of employment. Their existence also forms the basis of relationship or interaction between and among all the stakeholders in any work organisation.

#### 6.0 TUTOR MARKED ASSIGNMENT

Itemise the checklist of terms and conditions of employment or labour law and explain on some of them with relative examples.

#### 7.0 REFERENCES AND FURTHER READINGS

Mayo, A. (2001). *The Human Value of the Enterprise as assets*. London: Nicholas Brealey.

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Oladunni, S.A. (1998). *Issues in Corporate Human Resources Management in Oil Industry: A Collection of Essays*. Lagos: Toma Micro Publishers Limited.

## **Unit 14          Definition, Philosophy and Nature of Conflict Resolution Strategies**

### **Table of Contents**

- 1.0 Introduction
- 2.0 Objectives
- 3.0 Main Content
  - 3.1 Defining the words Conclusion Negotiation and Bargaining
  - 3.2 Concept of Collective Bargaining
  - 3.3 Types of Collective Bargaining
    - 3.3.1 Conjunctive Bargaining
    - 3.3.2 Cooperative Bargaining
    - 3.3.3 Integrative Bargaining
    - 3.3.4 Distributive Bargaining
  - 3.4 Levels / Structures of Collective Bargaining
    - 3.4.1 Multi-employer or National Bargaining Level
    - 3.4.2 Single-employer or Company or Local Bargaining Level
    - 3.4.3 The Single Table
  - 3.5 Procedures of Collective Bargaining
    - 3.5.1 Collective Agreement
    - 3.5.2 Substantive Agreement
    - 3.5.3 Procedural Agreement
    - 3.5.4 Partnership Agreement
    - 3.5.5 New-style Agreement
- 4.0 Conclusion
- 5.0 Summary
- 6.0 Tutor Marked Assignment
- 7.0 References and Further Readings

### **1.0 INTRODUCTION**

In some countries, especially U.K. for example, national policy on industrial relations is still predicated on laissez faire doctrine with both sides of industry or workplace left largely to determine the scope of relations between them. The role of government is to provide facilities which will enhance collective bargaining. The law intervenes only when both parties have exhausted their own internal procedures and when the presence of a third party may be necessary to break the impasse. Even the statutory procedures are voluntary and this is generally non-obligatory to submit to the statutory machinery. But there are countries like the U.S.A., France and Italy where written constitutional rights to strike exists. In all these, collective agreement can be enforced as legal contracts and necessary sanctions awarded for any breach. In Nigeria (though inherited from the British laissez faire principle in the first instance), on the other hand, the law and government agencies play a prominent role in the industrial relations system. Accordingly, a system that started as a voluntary one is today hedged about with legal restrictions and government orders. It is within that framework of laws that the employers' association and workers' unions interact. Such interactions include the adoption of collective bargaining to resolve their terms and conditions of employment problems.

## 2.0 OBJECTIVES

At the end of this unit, you should be able to:

- (i) define such concepts as negotiation and bargaining;
- (ii) explain phrases such as collective bargaining and collective agreement;
- (iii) distinguish between procedural agreement and substantive agreement;
- (iv) evaluate the relationship between collective agreement and labour and employment laws.

## 3.0 MAIN CONTENT

### 3.1 Defining the words 'Negotiation' and 'Bargaining'

Simply put, negotiation is the process of conversing with a view to finding terms of agreement while bargaining is to go through the steps required to come to terms on a transaction between parties (here between employers association and workers union on employment relations). We shall go into the details of the negotiation and bargaining processes here.

### 3.2 The Concept Collective Bargaining

Collective can be defined as the procedure by which the wages and conditions of employment of workers are regulated by agreements between an employer, a group of employers or one or more employers' organisations on one hand, and one or more representative of workers' organisation on the other.

Collective bargaining is a term applied to those arrangements under which wages and conditions of employment are settled by bargaining in the form of an agreement made between employers or association of employers and workers' organisation.

### 3.3 Types of Collective Bargaining

It is in various types.

#### 3.3.1 Conjunctive Bargaining

This arises from the absolute requirement that some agreement may be reached so that the operations on which both are dependent may continue leading to a situation where a working relationship in which each party agrees to make certain requisite services to recognize certain seats of authority and to accept certain responsibilities in respect of each other.

#### 3.3.2 Cooperative Bargaining

This is a process which recognizes that each party is dependent on the other and can achieve its objectives more effectively if it wins the support of the other. Other categorisation include.

### **3.3.3 Integrative Bargaining**

A system of activities which are not in fundamental conflict with those of the other party but which therefore can be integrated to some degree.

### **3.3.4 Distributive Bargaining**

The complex system of activities instrumental to the attainment of one party's goals when they are in basic conflict with those of the other party.

## **3.4 Levels / Structures of Collective Bargaining**

This can be divided into the following:

### **3.4.1 Multi-employer or National Bargaining Level**

This takes the form of Wages Council, Joint Industrial Council and Regional Negotiations. With the demise of the house union and the creation of industrial unions industry-wide bargaining has now become the vogue or operating system of negotiating the terms and conditions of employment. Rather than a single-employer bargaining, it is a group of employers or multi-employer that is now involved in the bargaining process. The consolidation of hitherto fragmented trade unions into as few as 29 industrial unions represents change in the institutional framework of industrial relations in Nigeria. Thus, there is an industrial-wide bargaining and agreements with more effectiveness towards better attainment and maintenance of high labour standards and a number of other advantages to both employers and employees.

### **3.4.2 Single-employer or Company or Local Bargaining Level**

This is put in equation form thus:

From shop floor → Plant → Company/Organisation → Industrial or Central Negotiation.

### **3.4.3 The Single-table Bargaining**

This bargaining brings together all unions in organisations as a single bargaining unit. This is to ward off the advantages of other levels/structure of bargaining processes and to enhance harmonized and single-status conditions and to save time and other resources.

## **3.5 Collective Agreement**

Collective agreements are the product or outcome of collective bargaining. The collective agreement can be procedural, substantive, partnership and new-style agreements.

### **3.5.1 Procedural Agreement**

Procedural agreements set out the respective responsibilities and duties of employer (employers/managers) and unions, the steps with which the parties make joint decisions through collective bargaining institution. The purpose of procedural agreement is to regulate the behaviour of the parties to the agreement, though not legally enforceable, and the degree to which these agreements are followed depends on the goodwill of both parties and the balance of power between them. Procedures are seldom broken. The basic presumption of collective bargaining is that both parties will honour agreements freely reached. Forms of procedural agreements are partnership agreements, new-style agreements.

### **3.5.2 Substantive Agreement**

This agreement sets out agreed terms and conditions of employment covering pay and working hours and other aspects such as holidays, overtime regulation, flexibility arrangements and allowances. Substantive agreement may also detail the operational rules for a payment-by-results scheme which could include arrangements for timing or retiming and for payments during waiting time or on new, untimed work.

### **3.5.3 Partnership Agreement**

A partnership agreement is one in which parties (management and union) agree to work together to their mutual advantage and to achieve a climate of more cooperative environment and therefore less adversarial industrial relations. It is a way of getting away from confrontational industrial relations to the mutual benefits of both management and employees. Partnership deals (agreements) can at least attempt to balance the needs of employees for job security with the aims of management to maximize flexibility.

### **3.5.4 New-style Agreement**

It is a concept that emerged in recent time (in the 1990's) to achieve improvements in the conclusion and operation of negotiating and bargaining arrangements. The major feature of agreements under this arrangement is that their negotiating and disputes procedures based on mutually accepted 'rights' of the parties expressed in the negotiation agreement. The intention is to resolve any differences of interests on substantive issues between parties by regulations. The new-style agreements include provision for single union, recognition, single status, labour flexibility, a work council, and a no-strike clause to the effect that issues should be resolved without recourse to industrial action.

### **Self Assessment Exercise**

How would you like to define the following terms: negotiations, bargaining, collective bargaining and collective agreements?

## **4.0 CONCLUSION**

The relevance or importance of collective bargaining cannot be overemphasized as one of the pillars of industrial relations system of any nation. Its spirit, contents and practice form great

impetus to achievement of the much desired industrial democracy which so far remains an idea yet to be reasonably attained in many countries of the world. Going by the description of industrial relations as (i) social endeavour; (ii) economic activity; and (iii) political involving power relations; where rules and regulations are made or re-made (alteration of existing) contract of employment. This political stance of industrial relations underscores the importance of collective bargaining as institution for rule making, and decision-making and co-determination of terms and conditions of employment between the employer(s) and worker or their representative (unions). It should be noted that the agreements resulting from collective bargaining forms most, if not all, those areas covered by most employment and labour related legislations and even the contents of organisations' handbooks which contents also directly reflect the contract of employment.

## **5.0 SUMMARY**

Under this unit, we have made a panoramic view on the concept, spirit, nature, level, process and practice of collective bargaining as one of the pillars in the operation of collective and or industrial relations scene of any economies globally.

## **6.0 TUTOR MARKED ASSIGNMENT**

Carefully enumerate and describe the types of collective bargaining you are familiar with.

## **7.0 REFERENCES AND FURTHER READINGS**

Armstrong, M. (2006). A Handbook of Human Resources Management.

Ubeku, A.K. (1983). Industrial Relations in Developing Countries: The case of Nigeria: London: Macmillan Publications Press.

## **Unit 15      Collective Bargaining and the Law**

### **Table of Contents**

- 1.0 Introduction
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- 7.0 References and Further Readings

### **1.0 INTRODUCTION**

The status of the institution of collective bargaining as one of the pillars of industrial relations system among others such as the trade union and the legal framework is premised on its degree of relevance and the numerous advantages to the social partners evolved in the productive processes in any economy. This has necessitated a revisit of the concept and its products in relation to the legal framework bordering on industrial relations scene. It remains the ultimate and desired internal government of the business organisation.

### **2.0 OBJECTIVES**

At the end of this unit, you should be able to:

- (i) state clearly the relationship between collective bargaining and the law on industrial relations system;
- (ii) know that the efficacy of collective agreements hinge on the existing industrial relations legal framework;
- (iii) understand the relationship between substantive collective agreements and the contents of collective agreement.

### **3.0 MAIN CONTENT**

#### **3.1 Revisiting the Concept of Collective Bargaining**

Collective bargaining could be seen as having the trio of political, social and economic connotations as far as industrial relations is concerned. It is political because it involves element of power sharing process and rule and decision making on the contract of employment. Collective bargaining emphasises joint decision making involving workers and managers or employees and employers. Collective bargaining is a process through which the industrial relations system is regulated. By this machinery, there is the establishment by negotiation and discussion agreed rules and decision in matters of mutual concern to employers and unions as

well as methods of regulating conditions governing employment. It is economic because it has to do with bread and butter as the parties are interested in income distribution. It is social because it involves parties or partnership who constitutes the main industrial relations actors. Collective bargaining is the industrial jurisprudence of industries that could be described as extension of the state political democracy. This is because it grants industrial citizens rights and role as a worker to participate in the making of rules and decisions that govern or affect them – they have the right and say. It is the best way of resolving work-related issues.

### **3.2 Collective Bargaining and Industrial Relations Law**

Basically, there is no statutory provision to the effect that there shall be collective bargaining machinery in a company or industry. But its existence would seem to be implied in many of the provisions of current Nigeria labour legislation. The machinery is also recognized at common law. The industrial relations laws support the establishment of trade unions and their functions. The Nigerian labour law and Trade Union Act as well as Trade Disputes Act support the collectivity of parties (employer and employee) in industry engendered internal processes of resolving their differences and fix such conditions that will facilitate their peaceful and productive coexistence. The fact that the product of collective bargaining (collective agreement) is acceptable and given authority backing by the government through the Ministry or Minister of Employment, Labour and Productivity shows the existence of official institutionalisation of collective bargaining as an important industrial relations machinery to be reckoned with. The Federal Ministry of Employment, Labour and Productivity also gives its backing by giving a definition to collective bargaining as negotiations about working conditions and terms of employment between an employer, a group of employers and one or more employers' organisations, on the one hand, one or more representative of workers' organisations, on the other with a view to reaching agreement. Its coverage is not wage alone, but as a process of decision-making and negotiation of an agreed set of rules to govern substantive and procedural terms of the employment relationship and that between the bargaining parties themselves. It should be noted that, voluntary as collective bargaining might be, the Trade Disputes Act, 1976 makes it a prerequisite for the settlement of trade disputes as well as fixing conditions or interactions of the collective actors.

### **3.3 Collective Agreement and Legal Framework**

The legal status, interpretation and implementation of collective agreement rest on the general law of contract and the Trade Union Act. It is necessary to state that the parties to collective agreement are the employers or an association of employers on the one hand and the workers organisation on the other. In Nigeria, it is possible to have collective bargaining and collective agreement without employers' association. In fact, most collective agreements are conducted between individual employers and workers' organisations. On the question of the legal status of collective agreements, and under the general law of contract, the parties must show an intention to create legal relations. That is, it must be apparent that they intend to be legally bound by their agreement. Unless such intention is shown, there can be no contract to be enforced by the courts. Under the law, agreements are grouped into categories of domestic or social agreements and commercial agreements. In Nigeria, to some extent, collective agreements can be enforced by the courts only if there is the express agreement or statutory intervention. This is because the

parties do not see collective agreements as binding them legally, but only binding in honour. They see the sanctions as social and economic through industrial actions. But everything still depends on intention of the parties which leads to legal enforcement of collective agreements.

Collective agreement becomes legally enforceable if parts or the whole of its terms had become incorporated into individual contracts of employment thereby conferring a right on the individual employee to sue the employer. The doctrine of privity of individual contract may preclude collective agreement from becoming incorporated. The laid down terms is not enough for incorporation except such terms have been acted upon by the individual parties or when there is an express incorporation of the terms of agreement into the contract of employment. Some sections of the Trade Disputes Act, 1976 and Wages Board and Industrial Councils Act, 1976 give legal backing to collective agreements. The provisions require that the Minister may make an order that the provisions of the agreement or any part thereof, shall be binding on the employers and workers to whom they relate.

### **Self Assessment Exercise**

Of what relevance is collective bargaining to the practice of industrial relations of an economy?

#### **4.0 CONCLUSION**

Although collective agreements may be said to represent a focal point of industrial relations, they yield pride of place to the contract of employment. This is because the contract of employment is the legal contract through which the terms of collective agreement operate. Its incorporation into employment contracts and legal enforcement are not automatic but hinge on certain technicalities.

#### **5.0 SUMMARY**

In this unit, we have revisited the concept of collective bargaining and its relationship with the industrial relations laws and the common law. We have also in the main perused the tenets of collective agreements, its categories, possible incorporation into the employment contracts and legal binding on parties. some industrial relations law provisions relating trade disputes and wages negotiations were also treated.

#### **6.0 TUTOR MARKED ASSIGNMENT**

What do you understand by the term ‘collective agreement’ and how would you explain its legal status within the Nigeria industrial relations scene?

#### **7.0 REFERENCES AND FURTHER READINGS**

Ubeku, A.K. (1983). Industrial Relations in Developing Countries: The Case of Nigeria. London: Macmillan Press Limited.

Olobo, D. and Oniole, M. (1987). Readings in Industrial Relations in Nigeria. Lagos: Mathouse Press Limited.

## **Unit 16 Industrial Conflicts or Trade Disputes and their Resolution**

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3.3	Sources of Conflicts/Disputes in Industrial Setting
4.0	Conclusion
5.0	Summary
6.0	Tutor Marked Assignment
7.0	References and Further Readings

### **1.0 INTRODUCTION**

Industrial or employment relations has to do with collectivity as it involves integrating groups or parties whose interest are numerous, divergent and most often clash. Hence, dispute or conflict, though may not necessarily be always destructive, is essentially in-built into the system. Industrial or employment relations are essentially conflictual in nature and practice. To manage or curb such conflicts or disputes arising or that may arise from such interactions, there are legislations spelling out the mode of interactions between and among parties in the work organisations. Structures for internal third party settlement of grievances and or disputes abound in form of government intervention. To manage disputes or conflicts, its knowledge is required so that learners and other main stakeholders can easily identify such a misnomer. Thus, in this unit, we shall devote time to the topics stipulated in the table of contents.

### **2.0 OBJECTIVES**

At the end of this unit, you should be able to:

- (i) define the concept of industrial conflict or trade dispute;
- (ii) identify types of industrial conflicts/disputes;
- (iii) isolate sources of conflicts/disputes in a work organisation.

### **3.0 MAIN CONTENT**

#### **3.1 The Concept of Trade Dispute or Conflict**

This can be defined as any dispute between employers and workers or between workers and workers, which is connected with the employment or non-employment, or terms of employment and physical conditions of work of any person. This definition is adopted from the Nigerian

Trade Disputes Act, 1976. However, the present or absence of trade unions has no direct relevance to conflict or dispute occurrence in the workplace.

A trade dispute can be viewed as one in which a worker is involved as an individual or as a member of a group, be it a trade union or any other group of persons.

### **3.2 Nature and Types of Conflict/Dispute**

The terms and conditions of employment under the contract of employment are numerous. Disputes can arise based on any or a combination of these numerous and divergent terms and conditions starting from the point of entry into the service through the employment duration and the point of exit. Conflict can even continue so long after the exit of workers especially under pensionable contract of employment where disengaged workers still relate with the ex-workplace. However, there are broadly two kinds of disputes in industry:

#### **3.2.1 Disputes/Conflicts of Interests or Collective Disputes**

The disputes of interest concern conflicts in collective bargaining arising out of the making of new agreements on terms and conditions of work, or the renewal of those which have expired. The disputes of interest could, especially in the Nigerian situation, be compounded by rights disputes as awards made by Wages Commissions often complicate previous grading fringe benefits and procedures negotiated and laid down within individual enterprises.

Collective disputes are concerned mainly with economic matters, except in cases where individual disputes develop into collective disputes. Such economic matters that cause collective disputes are those relating to collective bargaining. They result from breakdown in collective bargaining or wrong interpretation of the collective agreements and non-implementation thereof etc.

#### **3.2.2 Disputes of Rights or Disputes Concerning Individual Rights**

The rights disputes are those which involve alleged violations of rights already established in employment contracts or agreements. A majority of disputes may rightly be regarded as coming under rights disputes as these invariably arise in the course of daily production processes in enterprises. What constitutes rights dispute at any point in time would depend, among other factors, the production processes, nature of work, group directly affected, and strategies of management. While rights disputes rarely occur in the administrative section of work organisations, their occurrence is often frequent in engineering, electronics, mining, heavy industries assembly etc. given established patterns of work, custom and practice and various agreements on planning tasks, piece-rate system of payment and overtime rates. Rights disputes are also regarded as legal rights because the claims are based on the contractual relations between parties. The two categorisations can also be captioned as collective grievances and individual grievances.

### **3.3 Sources or Causes of Trade Disputes or Conflicts**

On a general note, all workers are alike in the sense that they all desire recognition, satisfaction, fair wages and salaries, security of job, redress of wrongs and good working conditions. Collective bargaining has been used by most western developed countries to achieve all these workers' desires. But the achievement of the workers' desires has been very often difficult. This is because the employers including their associations and the workers' unions do disagree on the interpretation and implementation of collective agreements bordering on these matters thereby resulting to frictions or disagreements capable of giving rise to trade disputes.

Differences in interests and goals of management and workers do and can cause industrial conflicts. Also, changes and rapid adaptation process being undergone by enterprises for survival can become sources of disputes as they have direct impact on workers employment terms and conditions with other multiplier unpleasant effects within the work community.

Trade disputes manifest themselves in a variety of ways. They may be expressed via deviant organizational behaviours such as absenteeism, labour turnover, poor worker attitude, work stoppage and loss of man-days. Strikes and lockouts represent the peak of these negative aspects of industrial relations. In an itemised manner, the causes of conflicts can be any, combination or the whole of the following:

(a) **Internal Sources/Causes:**

- ideology or philosophy of the organisation;
- change – if seen as threat and may lead to aggressive reaction, fight rather than flight;
- style of management;
- unhealthy work environment including job insecurity;
- nature of physical environment of the workplace;
- orientation or social consciousness or awareness of workers;
- multiple or discriminatory salary structure and policies;
- poor salary administration;
- other conditions of service;
- goals and objectives of management versus those of the workers;
- poor human resource practices;
- cumbersomeness of grievance and disputes management;
- abuse of power and authority, personality clash;
- lack of appreciation;
- adoption of technology;
- frustration from internal and external factors;
- ineffective collectivities and non hour of collective agreement;
- trampling on rights and interests of workers by management;
- feeling of alienation due to job nature or design.

(b) **External Sources:**

These may include:

- government's industrial relations and economic policies;
- nature of labour legislation;
- unpatriotic and unethical behaviour of the political class;
- national economic mismanagement;
- general uneven distribution of wealth and political power;
- the nature of labour and employment legislation;
- nature of capitalist economy.
- the push and pull factors and influence of other socio-political and economic nature (worker's family commitment).

### **Self Assessment Exercise**

What do you understand by Trade or Disputes/Industrial Conflict?

## **4.0 CONCLUSION**

The term 'industrial relations' is often used to describe the relations of labour and management, seen as collective attitudes in their endeavour to determine the terms and conditions on which labour is hired and what management seeks to do with its labour so hired. In such a situation, the possibilities of disputes occurring cannot be rule out and therefore, it is only natural in organizational studies especially on improvement of production through harmonious relations, to have knowledge of what constitute displeasure, discontents, disagreements that may lead to industrial conflict or trade disputes in the world of work with a view to finding possible and lasting solutions in this regard.

## **5.0 SUMMARY**

The journey so far under this unit has taken us round the meaning and nature of trade disputes. We have also gone through the types and sources of industrial conflicts.

## **6.0 TUTOR MARKED ASSIGNMENT**

Demonstrate your understanding of the types and sources of conflicts in the world of work.

## **7.0 REFERENCES AND FURTHER READINGS**

- Armstrong, M. (2006). A Handbook of Human Resources Management Practice 7<sup>th</sup> Edition, London: Kogan Page.
- Otobo, D. and Omole, M. (1987). Readings in Industrial Relations in Nigeria, Lagos: Malthouse Press Limited.
- Ubeku, A.K. (1983). Industrial Relations in Developing Countries: The Case of Nigeria. London: Macmillan Press Limited.