ISSN 2349-7831

International Journal of Recent Research in Social Sciences and Humanities (IJRRSSH)
Vol. 10, Issue 2, pp: (150-163), Month: April - June 2023, Available at: www.paperpublications.org

A Critical Appraisal of the Nature, Scope and Sources of the Law of Labour Relations in Nigeria

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DOI: https://doi.org/10.5281/zenodo.8099154

Published Date: 30-June-2023

Abstract: **This study examines the nature, scope and sources of the law of labour relations with particular reference to Nigeria in juxtaposition with the narrower confines of Nigerian labour law. Through the utilization of the doctrinal method, an appraisal of the common law origins of industrial relations and employment contract predilections in the general law of contract, this study finds that the law of labour relations finds wide applicability within and outside conventional employment relationships. This study also surmises that reliance upon common law and colonial aphorisms of labour relations has negated the effects of a relativist approach to the enactment of labour legislations. The constitutional tethering of labour legislative activism in the Exclusive Legislative List and Concurrent is detrimental to progressive labour law and labour rights initiatives in the Nigerian legal system. The 2010 Third Amendment of the 1999 Constitution of the Federal Republic of Nigeria notwithstanding, this study further finds the outdated and outmoded labour legislations implicit in the Nigerian statutory terrain inimical to dynamism in labour relations. This study consequentially recommends a reappraisal of the law of industrial relations in Nigeria in line with the dynamism of international legal standards.**

Keywords: **Industrial relations, labour relations, labour law, contract of employment, employer, employee.**

1. INTRODUCTION

The responsibility of providing various opportunities for citizens to work and also ensuring that the rights of these citizens *vis-a-vis* the rights of the employers are protected, are vital aspects of the social responsibility of any State.[1] After the provision of opportunities for gainful employment, the next consideration is inevitably the fact that at all times; employees have lower bargaining power when compared to their employers.[2] According to Adam Smith, "it is not … difficult to foresee which of the two parties must, upon all ordinary occasions, have the advantage in the dispute, and force the other into a compliance with their terms… The masters can hold out much longer… Many workmen could not subsist a week, few could subsist a month, and scarce any a year without employment"[3] Consequently, the need for the protection of the employees cannot be overestimated. This protection is offered by the law through the machinery of the

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[1] D Saini, 'Labour Legislation and Social Justice: Rhetoric and Reality' Economic and Political Weekly, Vol. 34, No. 39, (1999) pp. L32-L40 < https://www.jstor.org/stable/4408454> accessed 8 February 2023

[2]A Smith, *Inquiry into the nature and causes of the wealth of nations*. (Strahan, London 1776
Strahan quoted in G Davidov, 'The (Changing) idea of Labour Law' International Labour Review (2007) International Labour Review Vol. 146, No. 3-4, (1999) pp. L32-L40 < International Labour Review > accessed 8 February 2023

[3] *Ibid*

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various legislations that spell out the rights and obligations of the employees and the extent of the powers of the employers.

Labour relations describe the manner in which the State intervenes in the relationship between the employer and the employee in order to primarily protect the interest of the employee and that of the employer. In Nigeria, the Law of Labour Relations provides for the regulation of the relationship between the employer and the employee, the rights and obligations, working conditions, dismissal and other factors that are generally of importance to ensure the smooth relationship between these two parties.[4] This is because as is expected in every aspect of existence, there are bound to be conflicts between the employees and employers in the enforcement and application of the rights and obligations of both parties.[5] This paper, therefore, examines the nature and the various sources of the Law of Labour Relations in the Nigerian Context.

2. NATURE OF THE LAW OF LABOUR RELATIONS

The concept of the law of Labour Relations emerged as a response to a “worldwide labour problem” that was prevalent between 1870 – 1920. In this era, the existence of an unbalanced free trade labour market model was absent and this contributed immensely to the conflicts that existed between employers and employees.[6] Currently, Labour Law can be understood in the context of a set of rules and legislations that have been enacted for the regulation of the rights, duties and responsibilities of citizens of a State who have accepted to work as subordinates.[7] One of the prominent features of Labour Law is that all over the world; that is to say, the uniform goal of Labour Law is to protect the rights of employees while ensuring that employers carry out their obligations to the employees.[8] In a similar vein, the Law of Labour Relations is concerned with the study of the processes of control over work relations with particular reference to the various worker organizations.[9] In every work place, where there exists and employer and an employee, the employer is preoccupied with the maximization of profit while the employee on the other hand is concerned with the material and physical benefits of exerting his or her energy. A conflict of interests is therefore unavoidable. The various laws that have been enacted serve as a guide or regulator of the relationship between the employer and the employee.

The law of Labour Relations, therefore, provides clear methods through regulations for settling conflicts that will of necessity arise in the course of employment, with a view to securing the economic system.[10] Labour Relations have also been described as being unique in nature. The uniqueness of Labour Relations is evident in incidents of dismissal, boycotts, industrial actions, strikes and the like on side of the Union(s). In addition, Labour Law, when distinguished from commercial contracts is unique in the sense that the services are rendered or delivered as a result of the efforts of the ‘labourer’ who has invested time and energy to achieve that purpose.[11] Yet another definition of Labour Relations provides that the regulation of the relationship between employers and employees with a view to ensuring that the terms of the employment are respected and enforced by both parties is the core focus of Labour Relations.[12] An analysis of the various definitions proffered by authors presupposes the existence of a relationship and a continuous interaction between

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[4] Paul Nwoku and others, ‘Nigerian Labour Laws: Issues and Challenges’ (2018) <https://www.researchgate.net/publication/340085162_Nigerian_Labor_Laws_Issues_and_Challenges > accessed 8 February 2023

[5] *ibid*

[6] B Kaufman, ‘The Theoretical Foundation of Industrial Relations and its implications for Labour Economics and Human Resource Management’ ILR Review, Vol. 64, No. 1, (1999) pp. 74-108 < https://www.jstor.org/stable/20789056> accessed 9 February 2023

[7] R Mankiewicz ‘The Concept and Development of Labour Law’ Bulletin des Relations Industrielles, Vol. 5, No. 9, (1950) pp. 83-87 < https://www.jstor.org/stable/23066107> accessed 9 February 2023

[8] Nwoku (n 4)

[9] D Davis, ‘The Functions of Labour Law’ The Comparative and International Law Journal of Southern Africa, Vol. 13, No. 2, (1980) pp. 212-217 < https://www.jstor.org/stable/23905644> accessed 9 February 2023

[10] *ibid*

[11] H Woods, ‘Power and Function in Labour Law’ Industrial Relations Vol. 15, No. 4, (1960) pp. 441-452 < https://www.jstor.org/stable/23069283> accessed 9 February 2023

[12] A Gbosi, ‘Nigeria’s Contemporary Industrial Relations Policies’ Indian Journal of Industrial Relations Vol. 28, No. 3, (1993) pp. 248-257 < https://www.jstor.org/stable/27767255> accessed 9 February 2023

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the employer and the employee. To this end, an understanding of the workings of this relationship in line with the activities of the government in supervising industrial relations summarizes the concept of Labour Relations.[13] Labour Relations does not therefore exist in a vacuum. The operations, rules and responsibilities guiding labour relations, particularly in Nigeria derive their sources from and are codified in various statutory provisions.

2.1 Scope of Law of Labour Relations

"Labour" is not only a word in the English language but also a concept in the law of employment. In its ordinary usage, labour refers to those who work in contrast to those who own or manage. As a concept, however, it covers the entire gamut of employment together with all the common law and statutory rights, obligations and benefits arising there from. This concept also includes the law and practice of industrial relations.[14] Labour relations cover every aspect of life from employment to retirement. There are rules that govern and regulate all aspects such as employment, conditions of work, etc. Also, there are rules that regulate the settlement of disputes. Then when these workers have served meticulously and reached the peak of their respective careers, there are also a set of rules that regulate retirement and payment of pension.

In addition, it encapsulates the practice of industrial relations, the entire scope of employment alongside the rights that are conferred on employees by Common law and statutes, obligations and benefits that accrue thereto.[15] In the case of *Coca-Cola Nigeria Limited v Akinsanya,*[16] the Supreme Court held that employment and its terms and conditions are not merely incidental to, but are integral matters in Labour Law. These terms and conditions are as contained in a contract of employment.

2.1.1 Contract of Employment

Every valid contract of employment must contain certain terms and conditions that will regulate the contract of employment relationship. These include particulars of the parties, terms on the nature and duration of notices, termination, wages and benefits. In the case of *Longe v. F.B.N.*, The Supreme Court held that these terms are either expressly stated in the contract of are implied by common law and custom.[17] In the case of *Adedoyin v. African Petroleum Plc*[18] the Court of Appeal held that 'the modern approach to definition to the contract of employment, postulates that a large and increasing proportion of the workforce is now employed in marginal, atypical or flexible forms of employment, such as part-time, temporary, or agency employment.' According to the Court, this development had the propensity of making it difficult to successfully come to a conclusion as to whether a contract of employment exists. The two categories of contract of employment[19] are employment with statutory flavour and master and servant relationship. In employment with statutory flavour, the terms and conditions of the contract are specifically provided for by Statute.[20] The implication of this is that there has to be strict compliance with the terms of the employment contract, particularly where conditions for appointment and termination of the contract are concerned.[21]

Contracts of master and servant relationships lack the statutory immunities and protections inherent in contracts with statutory flavour. They are classified as ordinary contracts of service, which are governed by an employee handbook or terms of contract of service.[22] The remedy for wrongful termination of contracts with statutory flavour is specific performance of the contract, injunction or reinstatement. However, the remedy for wrongful termination of a simple

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[13] O Chris, 'The Changing Role of State in Industrial Relations and Social Protection' Indian Journal of Industrial Relations Vol. 52, No. 4, (2017) pp. 558-569 < https://www.jstor.org/stable/26536418> accessed 9 February 2023

[14] *Omang v. Nsa* (2021) 10 NWLR (pt. 1783) 55 at p. 86, paras. B-E
[15] *ibid* p. 55
[16] (2017) 17 NWLR (Pt. 1593) p. 74 at p. 131, (paras. H-A). In that case, the Respondent sued the appellants at the National Industrial Court to challenge her summary dismissal from the employment of the appellant.

[17] (2010) 6 NWLR (pt. 1189) 1 at 57, paras. D-E
[18] (2014) 11 NWLR (pt. 1419) 415
[19] *Ibid*
[20] *Iloabachie v. Philips* (2002) 14 NWLR(Pt. 787) 264 at 281-283, paras. G-G
[21] *Oforishe v. N.G.C Ltd* (2018) 2 NWLR (pt. 1602) 35 at Pp. 281-283, paras. G-G and C-H
[22] *Ibid*

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International Journal of Recent Research in Social Sciences and Humanities (IJRRSSH)
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contract of master and servant lies in damages only.[23] In the case of *Ogbaji v. Arewa Textiles PLC*,[24] the appointment of the appellant was terminated by the respondent. The respondent went a step further to notify other textile industries in Nigeria not to employ the appellant. This was to serve as a punitive measure against the appellant for masterminding and engaging in industrial action. The appellant filed an action against the respondent in the trial court claiming a declaration that the termination of his employment was wrongful, reinstatement and general damages. The Court held that the remedy that was available to an employee whose employment was regulated by a contract of service and who had been wrongfully dismissed was an action for damages. The measure of damages will be assessed based on the amount of money that the employee would have been entitled to within the period of notice agreed by both parties for terminating the employment. Failure to do so would make the termination unlawful.[25]

2.1.2 Temporary Employment Contracts

Temporary employment contracts or probationary temporary appointments are also within the scope of Labour Relations in Nigeria. The whole gamut of temporary employment contract or probationary agreement is that the employee is to be observed by the employer within the said probationary period. These contracts are regarded as ordinary master and servant relationships.

The facts of the case of *L.C.R.I v. Mohammed*[26] are instructive. In this case, the respondent was employed by the appellant as an Assistant Security Officer. The appointment of the respondent was to be confirmed only if the respondent was found suitable after a probationary period of 2 years. At the expiration of the probationary period, the employment of the respondent was terminated by the appellant on grounds of unsatisfactory service during the probationary period. Aggrieved, the respondent sued the appellant at the trial Court, seeking nullification of his termination and an order of reinstatement. This was particularly as the respondent was not notified of the outcome of the investigation into his alleged atrocities before the termination.

The Court of Appeal held that at Common Law, a master cannot be compelled to retain the services of his servant. The only remedy available to a servant whose employment has been terminated was an action in Damages. It is evident that no procedure is stipulated and the employer is not bound to follow any procedure, where the employer is of the opinion that there is good cause for the termination of the employment.

In the case of *Ihezukwu v. University of Jos*[27] the Supreme Court held that in a probationary appointment, the employer has the right not to confirm the employment of the employee until after the expiration of a certain period. This right further empowers the employer to lawfully dismiss the employee before the expiration of the question in question. The employee on the other hand does not have the legal right to be employed till the expiration of the period.[28] The only remedy available to the employee whose temporary appointment has been terminated before the expiration of the fixed period of time is Damages or any other compensation as stipulated in the contract of service.[29] It is consoling that the employee in this situation is not left completely empty-handed but is at least entitled to Damages.

2.1.3 Contracts Involving Third Parties

Depending on the nature of the employment relationship, there may be instances where a third party is involved in the contract. Can the contract be enforced by or against the third party? Generally, the position of the law is that only parties to a contract can acquire rights from or incur liabilities from a contract.[30] This is the whole gamut of the doctrine of privity of contract. One of the effects of the incorporation of a company or registration of an organization is that such a company or organization becomes a body corporate, a legal entity distinct from the members.[31] The implication of this is

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[23] *Ibid*
[24] Pp. 340-341,paras. G-C
[25] See also *Oforishe v. N.G.C Ltd* (n 21)
[26] (2005) 11 NWLR (Pt. 935) 1
[27] (1990) 4 NWLR (pt. 146) 598
[28] *ibid* at P. 609,para. H
[29] *ibid* at P. 610, paras. B-C, D-E
[30] *Nospetco Oil & Gas Ltd. V. Olorunnimbe* ((2022) 1 NWLR (Pt. 1812) 495
[31] Section 42 of the Companies and Allied Matters Act, 2020

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that the company or organization enjoys perpetual succession and maintains its identity and personality, notwithstanding changes in its membership.[32]

Consequently, a change in management of a company or organization does not absolve the new management and indeed the corporation from the need to discharge duties or responsibilities that are owed to employees by that corporation. In the same vein, liabilities, where they exist accrue to the corporation and the new management is bound to comply with the terms of a valid contract of employment or contract of service (if it exists). Privity of Contract will not be a defence to a new management who seeks to hide under the not completely vindicating provisions of the principle.

2.2. Labour Relations within the Parameters of Labour Law

2.2.1 Trade Unions and Labour Relations

A trade union exists for the purpose of regulating the terms and conditions of employment of workers.[33] For the avoidance of doubt, 'workers' have been described to mean a class of employees who are engaged in trade or industry. Though the contract of employment of the employees is regulated by their respective trade unions, these employees do not have a master/servant relationship with the trade unions.[34] In order to qualify to be a member of a trade union, such an applicant must have been normally engaged in the trade or industry that the trade union represents.[35]

The reason for this is predicated upon the fact that any applicant who is already invested in the trade union will direct his energy and efforts towards the protection of his interests in particular and the trade union in general. The condition of registration of a trade union is to the effect that no trade union will be registered unless the Minister of Labour is satisfied that the registration is necessary, either by regrouping trade unions or registering a new trade union.[36]

Activities in trade unions are regulated by their respective registered rules[37] or constitutions. It is worthy of note that the legal position of this Constitution was stated in the case of *Elufioye v. Halilu*.[38] The Court held that the constitution of a trade union is a requirement of the Trade Disputes Act which contains certain benefits and privileges under the Act and does not clothe the Constitution with the office of law. The court that is vested with the jurisdiction to entertain trade-related disputes, is the National Industrial Court.[39]

2.2.2 Collective Bargaining

This refers to all negotiations that place in a workplace between employers and employees with a view to regulating working conditions and terms of employment and regulating the existing relationship between employers and employees, or the relationship between employers and their organizations. In the case of *Toyinbo v. Union Bank Plc*,[40] the Supreme Court held that collective bargaining refers to a series of negotiations between the employers and the representatives of the organized employees. Also, collective bargaining was described as the joint determination of the problems associated with the employment relationship by employers and employees.

The Court said further that the essence of the negotiation was to determine the conditions of employment such as wages, work hours and benefits. This concept is recognized by the Labour Act as evidenced by Section 13(1)(b) of the Act which includes collective bargaining within an organization or industry as one of the methods of fixing normal work hours. The resolution of these negotiations is subsequently codified in an agreement called 'collective agreement'. A collective agreement is not entered into with the intention of creating legal relations.[41] In law, the Agreement is regarded as an

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[32] *Onuekwusi v. R.T.C.M.Z.C*
[33] Section 1 of the Trade Union Act, Cap T14 Laws of the Federation of Nigeria 2004
[34] Apena v. N.U.P.P.P.P (2003) 8 NWLR (pt. 822) 426 at Pp. 447-448, paras. A-D
[35] ibid
[36] Section 3(2)
[37] Ibid, Section 4
[38] (1990) 2 NWLR (pt.130) 1 at p.28, para. A-B
[39] Section 6
[40] (2023) 1 NWLR (pt.1865) 403
[41] *Nwajaju v. Baico (Nig.) Ltd.* (2002) 14 NWLR (pt. 687) 356, paras. E-F

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'extra-judicial document devoid of sanctions' that only becomes binding on the parties when it is incorporated into a contract of service. [42]

2.2.3. Social Security

Social Security is a right which exists as a response to a universally accepted and recognized need for protection against social needs and risks of life that may in most instances be inevitable. In societies where social security systems have been instituted, the systems operate to ensure and indeed guarantee access to basic necessities of life like healthcare services, retirement, old age, maternity, unemployment or general incapacitation.[43] In the international terrain, one of the legal instruments that regulates social security is the Social Security (Minimum Standards) Convention, 1952 (No. 102).[44] This instrument established minimum standards for the nine pillars of social security. These pillars are medical care, sickness benefit, old age benefit, unemployment benefit, employment injury benefit, family benefit, maternity benefit, invalidity benefit and survivors benefit. The provision of medical care is regulated by part of the Convention which comprises articles 7-12. Categories of the persons entitled to medical care range from a prescribed class of employees,[45] economically active population[46] and residents.[47]

The benefits of medical care that are to be enjoyed by the persons listed in Article 9 will only be given to them when the qualifying period has been completed, in order to avoid abuse.[48] This convention has however not been ratified by Nigeria.[49] The non-ratification notwithstanding, some of the labour laws in Nigeria appear to have been impacted by the provisions of this Instrument. For instance, the Employment Injury Benefit in part 4 of the Convention bears a semblance with the provisions of the Employee's Compensation Act, 2010 that regulates the welfare of workers who sustain injuries in the course of their employment.

3. SOURCES OF LABOUR LAW

The various sources of the law of Labour Relations have been created as protective channels for the employee in different shperes of employment. These sources of law though similar to other aspects of law, sharply diverges within the ambulation of customary law, in that customary law is completely excluded as a source of labour law. The reason for this exclusion is entrenched in the perhaps obvious fact the concept of paid employment which gave rise to the law of labour relations, did not exist in our indigenous societies.[50] These indigenous Nigerian societies were supplied by labour through family ties, barter arrangements and slave labour.[51] The sources of Labour law are broadly divided into the principal sources and the subsidiary sources.

3.1 Principal Sources of Law of Labour Relations

3.1.1 The Constitution of the Federal Republic of Nigeria (The Constitution)

In Nigerian law, it is rudimentary knowledge that the Constitution of the Federal Republic of Nigeria (The Constitution) is the *grund norm* and the fundamental law in Nigeria. [52] The Constitution is supreme[53] to the extent that where the

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[42] Ibid at p. 424, paras. C-D, D-E
[43] *ibid*
[44] < https://www.ilo.org/wcmsp5/groups/public/---ed_dialogue/---actrav/documents/publication/wcms_743401.pdf> accessed 31 March 2023
[45] Article 9(a). These employees are required to constitute nit less than 50% of all employees alongside their wives and children.
[46] Article 9(b)
[47] Article 9(c)
[48] Article 11
[49] Up-to-date Conventions and Protocols not ratified by Nigeria. < https://www.ilo.org/dyn/normlex/en/f?p=1000:11210:0::NO:11210:P11210_COUNTRY_ID:103259> accessed 20 March 2023
[50] S Erugo, *Introduction to Nigerian Labour Law (*2nd edn Princeton & Associates, Lagos) 1 This assertion is debatable. In our indigenous societies, a structure of exchange of labour for payment of wages existed. There were also ways of settling disputes that arose from the existence of this relationship.
[51] *ibid*
[52] *Ifegwu v FRN* (2001) 13 NWLR (pt. 729) 103 at (p. 126, paras. G-H)

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provision of any other legislation is contrary to or inconsistent with the provisions of the Constitution, such provision will to the extent of the inconsistency be null and void.[54] By virtue of section 4(1) of the Constitution, the legislative powers of Nigeria are vested both in the National Assembly and the State House of Assembly of each state. The National Assembly is vested with exclusive powers to make laws for the federation with respect to all matters listed in the Exclusive Legislative List and the concurrent legislative list.[55]

The State House of Assembly on the other hand makes laws for the state, with respect to matters in the Concurrent Legislative list. Section 17(3) a-c of the Constitution authorizes the state to direct its policies towards ensuring that employees are guaranteed a safe and conducive environment to work. In addition, these policies are expected to safeguard the health, safety and welfare of employees. Generally speaking, fundamental objectives and directive principles of state policy are not justiciable.[56] However, where the National Assembly exercises its power as contained in section 4 with respect to matters contained in the exclusive legislative list, the provisions of Chapter two become justiciable. Section 6(6)(c)[57] provides that 'the judicial powers that have been vested in the Courts shall not *except as otherwise provided by the Constitution*'(emphasis added). This principle is not without an exception. In the case of *Olafisoye v. FRN*,[58] the Supreme Court held per Niki Tobi J.S.C. that the non justiciability of Section 6 was not without exception. The Court held further that the words "except as otherwise provided by the Constitution" presupposes that where there is another section of the Constitution that makes Chapter 2 justiciable, that will remain the position.

Section 17(3) (c) provides that 'the State shall direct its policy towards ensuring that the health, safety and welfare of all persons in employment are safeguarded and not endangered or abused'. Independent reading and application of this section will render it non-justiciable at the first instance. Item 34 of the Exclusive Legislative List of Part 1 of the 2nd Schedule of the Constitution includes all labour-related issues in the exclusive legislative list. Therefore, going by the principle laid down in the case of *Olafisoye v. FRN,*[59] a community reading of Section 6 (6) (c) and item 34, makes Section 17(3)(c) justiciable.

This is because the exception clause in Section 6(6)(c) of the Constitution ("except as otherwise provided by this Constitution") anticipates the existence of provisions like Item 34 of Part 1 of the 2nd Schedule of the Constitution. It is also evident that the Labour law in Nigeria has been regulated and shaped by the Constitution. One such prominent influence is the Constitution (Third Alteration) Act, 2010.

3.1.2 Impact of the Constitution (Third Alteration) Act, 2010 on the Constitution[60]

By virtue of section 6 of the Constitution[61], judicial powers are vested in the various Courts that were established for this purpose. No mention was made of the National Industrial Court. It is worthy of note that the National Industrial Court Act, 2006 came into force on the 14th of June, 2006. Section 7(1) of the Act vested exclusive jurisdiction on all labour and employment related issues in the National Industrial Court. At this time, the Constitution had not been amended by the Third Alteration Act. The implication of this was that jurisdiction in respect to labour relations was vested in the Federal and State High Courts. In the case of *Maigana v ITF*,[62] the appellant filed a suit against the respondent on the 9th of June 2009, wherein the appellant challenged his dismissal by the respondent. The Constitution was however amended by the Constitution (Third Alteration) Act 2010. The Supreme Court held that the Federal High Court, which had prior to the amendment been vested with jurisdiction to entertain the suit, was divested of such jurisdiction by section 254C (1) (a) of the Constitution (Third Alteration) Act, 2010.

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[53] Section 1(1) Constitution of the Federal Republic of Nigeria 1999 (as amended) <https://www.constituteproject.org/constitution/Nigeria_2011.pdf > accessed on 24 February 2023

[54] Section 1(3), *Bayo v Njidda* (2004) 8 NWLR (pt. 876) 544 (p. 628), paras. G-H)

[55] Section 4(1)

[56] Section 7(a) – (b)

[57] Constitution of the Federal Republic of Nigeria 1999 (as amended)

[58] (2004) 4 NWLR (Pt.864) 580

[59] *ibid*

[60] This is strictly in relation to the law of labour relations.

[61] The Constitution came into force on the 29th of May, 1999

[62] (2021) 8 NWLR (pt. 1777) at p 26, paras B - E

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By virtue of the said section, exclusive jurisdiction to the exclusion of all other courts in all civil matters that are related to labour and employment matters was vested in the National Industrial Court.[63] Reiterating the provisions of Section 254C (1)(a) of the Constitution (Third Alteration) Act, 2010, the Supreme Court held in the case of *CBN v Dinneh*[64] that 'all matters relating to or connected with labour, employment, matters arising from workplace, the conditions of service, dismissal of employees and matters incidental thereto or connected therewith' are within the exclusive jurisdiction of the National Industrial Court.

The impact of the Constitution (Third Alteration) Act, 2010, therefore, is that it has expressly divested all Courts of jurisdiction to hear and determine labour-related issues and vested the same in the National Industrial Court. In addition, the Court of Appeal held per Augie J.C.A. that the Constitution (Third Alteration) Act, 2010 has operated to widen 'the narrow and specialized' jurisdiction of the National Industrial Court to new areas such as granting injunction, in addition to exclusive jurisdiction over all matters related to employment in all strata of labour.[65] The provision of a specific Court for all labour and employment-related issues is not without criticism. It has been argued that the National Industrial Courts are not easily accessible by most litigants, due to the fact that the number of these courts are few.[66] There are currently 26 divisions of the National Industrial Court in Nigeria[67] and most of them are situated in the urban areas in these states. This in contrast to the State High Courts that are located in all thirty-six states of the Federation. It is hoped that efforts will be made to build and maintain more Divisions of the National Industrial Courts in order to ensure that access is readily available to litigants in all walks of life.

3.2 Nigerian Labour Law Legislations

These refer to the Federal laws that were enacted by the National Assembly and the State Laws enacted by the House of Assembly of each State. Some of these include;

3.2.1 The Labour Act, Chapter L1, LFN 2004[68]

By virtue of the powers conferred on the National Assembly by a community reading of Section 4 and item 32 in part 1 of the 2nd Schedule of the Constitution, the Labour Act was enacted to regulate the relationship between employees and employers. The Labour Act which specifically regulates contracts of employment in relation to workers, is divided into four arts. Part 1 comprises 22 sections that provide regulations that relate to wages of workers, contracts of employment and terms of employment. Specifically, Section 7-12 stipulates provisions that govern contracts of employment. These sections provide the statutorily required contents of a contract of employment, which includes terms on particulars of the employer and the employee,[69] nature of the employment,[70] duration of notice and termination[71] and wages of the employee. These terms vary according to the nature of the employment.[72] With respect to the termination of contract of employment, section 9(7) provides that contracts may be terminated at the end of the duration of the contract by the death of the worker or by notice of termination. This notice may be given by either the employee or the employer. In addition, termination by notice must be in accordance with the provisions of section 11 of the Labour Act. According to Section 11, the employer or the employee may terminate the contract of employment upon the expiration of a notice given by the other party, of the intention to so terminate. The length of notice is as follows;

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[63] This was the decision of the Court in *Coca-Cola (Nig.) Ltd v Akinsanya* (2013) 18 NWLR (pt. 1386) 255
[64] (2021) 15 NWLR (pt. 1798) 91 at p. 131, paras. A – C.
[65] Coca-Cola n 24
[66] O. Ejere, 'Legal Implications of the Constitution (Third Alteration) Act, 2010 on the Jurisdiction of the National Industrial Court (NIC)' IOSR Journal of Research & Method in Education (IOSR-JRME) Vol. 7, Issue 3, (2017) pp. 60-64 < https://www.iosrjournals.org/iosr-jrme/papers/Vol-7%20Issue-3/Version-3/J0703036064.pdf> accessed 23 February 2023
[67] < https://nicn.gov.ng/> accessed 23 February 2023
[68] <https://www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---ilo_aids/documents/legaldocument/wcms_127565.pdf> accessed on 9 February 2023
[69] Section 7(a) &(b)
[70] Section 7(c)
[71] Section 8(7)
[72] Longe v. F.B.N. (2010) 6 NWLR (Pt. 1189)1 at p. 57, paras. D-E

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a) A one-day notice where the contract has subsisted for a period of 3 months or less[73]

b) A one-week notice where the contract has subsisted for a period of three months to two years[74]

c) A Two-week notice where the contract has subsisted for a period of two to five years[75]

d) A one-month notice where the contract has subsisted for a period of five years or more.[76]

In order for the termination of the contract of employment with a statutory flavour to be valid, such contract must be terminated in the manner prescribed by the relevant statute. This implies that in the absence of specific provisions governing any contract of employment, the provisions of section 11 of the Labour Act must be complied with for the termination of such contract to be validly done.

3.2.2 Employee's Compensation Act 2010[77]

Statutes that stipulate provisions for the compensation of workers are drafted in a manner that guarantees and ensure that the medical bills of employees who sustain injuries in the course of their employment are paid by the employers. In addition, these statutes ensure that the affected employees are provided with monetary awards that cover loss of wages that may arise from the accidents and compensation for permanent physical impairments.[78] As contained in the explanatory note, the Employee's Compensation Act (ECA) contains comprehensive provisions for payment of compensation to employees who suffer from occupational diseases or sustain injuries arising from accidents at workplace or in the course of employment. The ECA applies to all employers and employees in both the private and public sectors and this has been viewed as an effort by the legislature to ensure that Nigerian Labour Law is in conformity with international best practices and the relevant International Labour standards.[79]

The ECA abolished the Workmen Compensation Act. By Section 2(2) of the ECA, the Nigerian Social insurance Trust Fund Board was established and empowered to implement NSITF Act and manage the Employees' compensation fund.[80] Among other things, the monies in the Fund are to be used for payment of compensation for employees or their dependents in respect of injuries that may have arisen in the course of the employment and provision of rehabilitation to employees within this category.[81] According to the Acting Managing Director of the Fund[82] Alhaji Umar Murim Abubakar, the primary objective of the Compensation scheme is to ensure the protection of citizens against problems that are associated with "disruptions and changes in their income situation which could expose them to poverty, suffering and indignity."[83]

The ECA is a vital source of labour relations in Nigeria because injuries and accidents are almost inevitable in the workplace. This is without prejudice to the fact that some work environments are less prone to accidents and injuries than others. The provision of the Compensation Fund is, therefore, necessary to ensure that in the unfortunate event that injuries, disabilities or death arise in the course of employment, the employee is adequately compensated. In a performance review of the Fund, the General Manager of Claims and Compensation of the Fund, Mrs. Nkiru Ogunnaike

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[73] Section 11 (2) (a)
[74] Section 11 (2) (b)
[75] Section 11 (2) (c)
[76] Section 11 (2) (d)
[77] < https://glanvillenthoven.com.ng/?mdocs-file=12362> accessed on 9 February 2023
[78] J. Marshall, 'Employee's Compensation Act: An Overview' International Journal of Law and Legal Jurisprudence Studies: Vol. 1, Issue 8, (2014) pp. 1-14 <https://www.academia.edu/32042873/EMPLOYEES_COMPENSATION_ACT_2010_AN_OVERVIEW> accessed 7 March 2023
[79] *ibid* p 5
[80] Section 56 &57 of the Employee's Compensation Act,2010
[81] Section 58 (a) and (b)
[82] This was at the time of the publication. The current Managing Director of the Fund is Maureen Allagoa Esq.
[83] Victor Ahiuma – Young, 'Employee Compensation Act Designed to Address Insecurity' *Vanguard* (29 April 2011) < https://www.vanguardngr.com/2011/04/employee-compensation-act-designed-to-address-insecurity/> accessed 7 March 2023

reported that ₦14,000,000.00 was approved for the surgery of an employee of Bougyeus Construction Company, who sustained an injury in the course of work that led complete deafness on both ears.[84]

As is the case with legislation generally, the implementation of the ECA is an issue. This is caused by the refusal of some employers in the private sector and the state governments to comply with the express provisions of the ECA.[85] This rather disappointing trend was pointed out by the Minister of Labour and Employment Dr. Chris Ngige, who spoke at the 13th Quadrennial National Delegates Conference of the Nigeria Labour Congress in Abuja. According to the Minister, it was unfortunate that some state governments did not pay attention to the ECA, particularly as no state had implemented the ECA. It is hoped that the Board will take steps to ensure that recalcitrant employers are accordingly, as promised by the erstwhile Managing Director of NSITF Mr. Mike Akabogu at the 2022 Management Performance Review Conference of the Fund in Abuja.[86]

3.2.3 Factories Act, Chapter F1, LFN 2004

The Factories Act contains provisions that ensure the safety and welfare of employees in factories in Nigeria.[87] Factories that had existed prior to or built after the commencement of the Act are mandatorily required to be registered within one month of commencement and 6 months before the commencement of operations at the factory respectively. A defaulter of this requirement is liable upon conviction to a fine of ₦200.00[88]or imprisonment for 12 months or both fine and imprisonment. Where the contravention continues after conviction, the defaulter shall be liable on further conviction to a fine not exceeding ₦100.00 or imprisonment not exceeding 14 days for each day on which the offence was continued. The Act also makes provisions for the physical and mental health and welfare of workers. This is evident in the requirement that the factories be kept clean,[89] adequately ventilated[90] and lighted[91] and sanitary inconveniences are provided in the factory.[92]

Another highlight of the Factories Act is contained in Section 49 which empowers the Minister of Labour and Employment to make regulations that he considers necessary and practicable. An offshoot of this provision is the Factories (Lifting and Allied Work Equipment Safety) Regulations 2018. The objective of the Regulations is to enact provisions for the safety of workers that are involved in all activities that are connected or incidental to lifting equipment in workplaces in Nigeria.[93]

It is worthy of note that although the Factories Act and the Factories (Lifting and Allied Work Equipment Safety) Regulations 2018 are worded to primarily protect employees in factories in Nigeria, the Courts will not hesitate to sanction an employee who was negligent at the factory. In the case of *A.M.Co. (Nig.) Ltd v. Volkswagen (Nig.) Ltd,*[94] the respondent engaged the services of the appellant to replace the roof and gutters and also repair leaking roofing sheets in one of the spraying booths in the factory of the respondent. Unfortunately, however, an explosion and instant fire erupted and engulfed the factory while the appellant was in the process of repairing the roof with a welding machine. Aggrieved, the respondent instituted an action against the appellant at the lower Court claiming special and general damages for the loss suffered as a result of the negligence of the appellant that led to the explosion and destruction of the respondent's factory. The Court of Appeal held that by virtue of Section 30(3) of the Factories Act, the employee (appellant) was under

[84] Onyebuchi Ezigbo 'Abuja, Lagos Workers Record Highest Requests for NSITF Compensation' *This Day* (< https://www.thisdaylive.com/index.php/2022/01/23/abuja-lagos-workers-record-highest-requests-for-nsitf-compensation/> accessed 7 March 2023

[85] n. 71

[86] NAN 'Ensure Employers Implement Employees Compensation Act-Ngige urges NLC' The *Guardian Nigeria News* (8 February 2023) < https://guardian.ng/news/nigeria/ensure-employers-implement-employees-compensation-act-ngige-urges-nlc/> accessed 7 March 2023

[87] Section 1 Factories Act.

[88] This section is long overdue for a review in light of the prevalent economic situation and reality in Nigeria.

[89] Section 7

[90] Section 9

[91] Section 10

[92] Section12

[93] Section 1 of the Factories (Lifting and Allied Work Equipment Safety) Regulations 2018 <https://gazettes.africa/archive/ng/2018/ng-government-gazette-dated-2018-01-1 1-no-6.pdf> accessed on 17 March 2023

[94] (2010) 7 NWLR (pt. 1192) 97 at p. 117-118, paras H – A; p. 118, para C.

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a duty to ensure that no plant, tank or vessel which contains or had contained any explosive device was subjected to any welding brazing or soldering operating that involves the application of heat without taking practicable steps to ensure that the substances were rendered non-inflammable.

The Factories Act however remains anachronistic and unsuited to the current labour relations realities. It is hoped that the presently constituted National Assembly will take steps to finally pass into law a composite occupational health and safety legislation.

3.2.4 Pension Reform Act

The subject of payment of pension is a fundamental issue. This is occasioned by the fact that a pension is designed to shield the retiree from the hardship of life in retirement by ensuring retirement income and answering to the old age income pillar of social security. It is also meant to serve as a reward for the meritorious service of the retiree while in active service.[95] This explains why the enactment of rules, such as are contained in the Pension Reform Act to cater for the needs of retirees is laudable. The Pension Reform Act, 2014 was enacted by the National Assembly to repeal the Pension Reform Act No. 2, 2004. The objectives of the Pension Reform Act are primarily to establish a uniform set of rules and standards for the administration and payment of retirement benefits for the public service of the Federation, Federal Capital Territory, state governments, Local Government Councils and the private sector.[96] The Act is drafted towards ensuring that everyone who worked in the public sector is paid the retirement benefits when due. In addition, the Pension Reform Act makes provisions for the smooth operations of the Contributory Pension Scheme. For instance, Section 4 mandates that a minimum contribution of ten percent and eight per cent of the employee's monthly remuneration to be made by the employer and employee respectively. This contribution is paid into the employee's Retirement Savings Account.[97] The Act also established the National Pension Commission[98] with the objective of enforcing and administering the provisions of the Pension Reform Act, the coordination and enforcement of all relevant laws on pension and retirement benefits and the supervision of the effective administration of pension matters and retirement benefits in Nigeria.[99]

The powers and functions of the National Pension Commission are as provided in Sections 23 and 24 of the Pension Reform Act to the effect that the Commission shall regulate and supervise the Contributory Pension Scheme alongside other pension schemes in Nigeria. The Commission is also charged with the responsibility of establishing guidelines and standards that are necessary for the effective management of the scheme.[100] In addition, the Commission is empowered to investigate any pension fund administrator, custodian or any person involved in the management of Pension Funds.[101] In the exercise of one of its powers to monitor and ensure the implementation of the policies of the Commission, recovery agents of the Commission recovered a total of ₦23,295,655,877.33 from defaulting employers within the period of June 2012 to 30 September 2022. This was disclosed by the Commission in its 3rd Quarter 2022 report. According to the Report, the sums recovered were credited to the retirement Savings Account of Employees.[102] The report also stated that 19 erring employers were recommended for appropriate legal actions, after all administrative attempts at ensuring their compliance failed. In addition, the Report further revealed that only 10 States in Nigeria were remitting the employer and employee pension contributions as stipulated by Section 4 of the Pension Reform Act.

The Pension Reform Act is a source of Labour Law as it is specifically dedicated and charged by law with the administration of pension related issues in Nigeria. It is hoped that more attention will be directed at ensuring that all State Governments comply with the implementation of the Contributory Pension Scheme in order to cater for the needs of

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[95] *Abdulrahman v. NNPC* (2021) 12 NWLR (pt. 1791) 405 at Pp. 421 – 422, paras. B-B
[96] Section 1, Pension Reform Act, 2014 < https://www.pencom.gov.ng/wpcontent/uploads/2018/01/PRA_2014.pdf> accessed on 17 March, 2023
[97] Section 11(1)
[98] Section 17(1)
[99] Section 18, *N.P.C. v. C.T.T.P.M. Ltd.* (2018) 16 NWLR (pt. 1645) 289 at Pp. 301 – 302, paras. H-A
[100] Section 23
[101] *N.P.C. v. C.T.T.P.M. Ltd* ibid
[102] 2022 Third Quarter Report of the National Pension Commission <https://www.pencom.gov.ng/wp-content/uploads/2022/12/Q3-2022-APPROVED-REPORT.pdf> accessed 9 March 2023

ISSN 2349-7831
International Journal of Recent Research in Social Sciences and Humanities (IJRRSSH)
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the pensioners. As provided for in Section 210(2) of the Constitution,[103] any benefit to which a person is entitled shall not be withheld except as is permissible by law.

3.2.5 Trade Disputes Act, Chapter T14, LFN 2004

A trade dispute is a dispute between employers and workers or between workers and workers, which is concerned with the employment of or non-employment, or terms of employment and physical work conditions of any person.[104] This implies that before a dispute qualifies as a trade dispute, it must of necessity be a dispute between a worker and a worker, a dispute between a worker and his trade union or a dispute that has some form of industrial colouration.[105] The only Court that is vested with jurisdiction to entertain trade disputes is the National Industrial Court.[106] A remarkable feature of the Trade Disputes Act is that it primarily recognizes the inevitability of disputes in the workplace (however described). To this end, the Act provides the procedures to be followed before a dispute becomes the subject of litigation in Court. This procedure is to the effect that where a dispute arises or is apprehended, an attempt to settle the dispute must be first made in line with preexisting means for the settlement of disputes in the organization.[107] In the absence of a preexisting procedure or inability to reach a settlement, the Act further requires that the disputing parties should make attempts at settling the dispute by mediation.[108] If the dispute cannot be settled by mediation, within 7 days, this must be formally reported to the Minister of Labour and Employment.[109] The Minister is then required by Section 9 to refer the dispute to the Industrial Arbitration Panel. In the event that the dispute still remains unsettled, the Notice of objection to the award of the arbitration panel will be given to the Minister, who will in turn refer the dispute to the National Industrial Court.

The implication of this procedure is that the National Industrial Court serves as an appellate court in respect of matters referred to it by the Minister of Labour from the Industrial Arbitration Panel. This is because the National Assembly is empowered to prescribe that trade disputes should go through the process of conciliation or arbitration before such a matter is heard by the National Industrial Court.[110] Section 7(4) of the National Industrial Court Act expressly states that appeals from decisions of arbitral tribunals shall lie to the National Industrial Court as a matter of right. The National Industrial Court can however be a court of first instance where it appears to the Minister from the Report of mediation in Section 6 that one of the parties to the dispute is an essential worker or a reference to an arbitration tribunal would be inappropriate.[111] The award of the National Industrial Court remains binding on all employees and employers.[112]

3.3 Secondary Sources of Law of Labour Relations

3.3.1 Received English Law:

Received English Laws comprise the Common Law, Doctrines of Equity and Statutes that were in force in England on or before 1st January, 1900. In 1900, the principles became part of our laws, subject of course to changes and modifications as might be introduced by local legislation.[113] It has been argued that the term 'Received English Law' has been erroneously used. This is due to the fact that 'received' presupposes the existence of an element of choice. This was far from the case with Received English Laws in Nigeria. This is particularly as the laws were introduced into Nigeria 'as an inevitable product of colonialism which has been described as a potent of administrative control'.[114] In the case of *Olowoake v. Salawu,*[115] the Court of Appeal held that the colonial contact of Nigeria with England exposed Nigeria to

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[103] 1999 as amended
[104] Section 48(1) of the Trade Disputes Act T14 Laws of the Federation 2004, *Apena v. RTEAN* (2001) 14 NWLR (pt. 733) 426 at Pp. 447 – 448, paras. A-D
[105] *Apena v. RTEAN* (2001) 14 NWLR (pt. 733) 426 at Pp. 447 – 448, paras. A-D
[106] A community reading of 254C (1) (a) of the Constitution (Third Alteration) Act, 2010 and Section 14 of the Trade Disputes Act.
[107] Section 4(1)
[108] Section 4(2)
[109] Section 6
[110] Section 7(3) National Industrial Court Act
[111] Section 17
[112] Section
[113] *Osafile v. Odi* (1990) 3 NWLR (Pt. 137) 130 at p.159, para D
[114] *ibid*
[115] (2002) 11 NWLR (Pt.677)127 at p. 145, paras. F-G

ISSN 2349-7831

International Journal of Recent Research in Social Sciences and Humanities (IJRRSSH)
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English Common law and Statutes of general Application. Law is not static. It expands and advances by borrowing and lending from all facets of the society. This argument on the concept of received English laws, however enticing is however not the focus of this paper.

The general principles of English Law that included employment, labour relations and contracts were received in Nigeria by virtue of the provision of Section 1 of the Supreme Court Ordinance of 1914. According to the Ordinance, all laws and statutes that were in force in England and which were not inconsistent with any other Ordinance in force were deemed and taken to be in the Colony and were required to be administered where local circumstances permitted.[116] These English authorities are not binding on Nigerian Court, but are merely persuasive. They can persuade the judges were Nigerian Laws and decisions are silent on the point of law in question.[117]

3.4 Judicial Precedents

Judicial decisions on different facets of the subject make up an essential source of Labor Laws in Nigeria and these decisions are upheld as an authoritative source of interpreting principles of statutory provisions. In the case of G*arba v University of Maiduguri*,[118] the Supreme Court held that the allegations of arson, destruction of properties, looting and indecent assault, for which the students were expelled, were serious crimes under the Penal Code beyond matters within the domestic forum of the University. To this end, where a person was accused of committing an offence, the accused must of necessity be first tried, sentenced and convicted in a Court of Competent jurisdiction, before any disciplinary action was taken against the accused by the establishment. Contract of Employment was derived from this principle. This is because an employee can only be dismissed after the employee has been found guilty by a Court of Competent jurisdiction.[119] It should be noted that the case of *Garba v University of Maiduguri* does not preclude the summary dismissal of an employee for gross misconduct, even when the offence is a criminal one. The Court of Appeal held in the case of *Jirgbagh v. U.B.N. Plc*[120] that where the institution or establishment had complied with the requirements of fair hearing in the conduct of the exercise, the employee could be proceeded against, particularly where the employee had admitted that he or she had committed the offence.

3.5 International Labour Standards:

International labour standards are legal instruments that have been drafted and codified by Government, employers and employees in the international domain. These instruments provide basic principles and rights that are expected in every workplace. International labour standards have been described to be of immense value to States that ratify and adopt the provisions, as they stipulate rules that ensure that workers are treated with respect and dignity.[121] These instruments also improve the terms and conditions of employment worldwide.[122]

In Nigeria, there is no doubt that labour laws have been based largely on the Standards laid down by the International Labour Organization. The provisions of most of these instruments have to a large extent been replicated in most of the laws governing labour relations in Nigeria. However, Nigeria operates a dualist system. The implication of this is that no foreign treaty or law may be enforced in Nigeria, unless such laws have been domesticated by the National Assembly. Section 12 (1) of the Constitution[123] provides that ‘no treaty between the Federation and any other Country shall have the force of law to the extent to which any such treaty has been enacted into law by the National Assembly’. However, Section 254 (c) of the Constitution of the Federal Republic of Nigeria Third Alteration Act (2010) empowers the National Industrial Court to recourse to international conventions and practices in order to do justice in matters before it. The undoubted inference of the foregoing is that with respect labour matters before it, the National Industrial Court operates in both dualist and monist capacity. This is however submitted that this ambit of constitutional leverage is insufficient to

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[116] S Erugo, *Introduction to Nigerian Labour Law (*2nd edn Princeton & Associates, Lagos) 3
[117] *Yahaya v. State* (2002) 3 NWLR (Pt. 754) 289 at p. 305, paras. B-C
[118] (1996) 1 NWLR (pt. 18) 550
[119] Erugo (n 119) 4
[120] (2001) 2 NWLR (Pt. 696)) 11
[121] Conventions and Recommendations <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm> accessed 9 March 2023
[122] ibid
[123] Constitution of the Federal Republic of Nigeria 1999 (as amended)

ISSN 2349-7831

International Journal of Recent Research in Social Sciences and Humanities (IJRRSSH)
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cure the defect of Nigeria's obdurateness when it comes to domesticating foreign conventions with conscious deference to internal relativism.

The International Labour Organization has codified Fundamental Conventions, Governance Conventions and Technical Conventions. Nigeria is yet to ratify one of the Fundamental Conventions which is the Protocol of 2014 to the Forced Labour Convention, 1930,[124] two Governance Conventions[125] and over fifty-two Technical Conventions. It is also worthy of note that one of the Instruments which is the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and its Follow-up[126] provides for the freedom of association, elimination of forced labour, elimination of discrimination in respect of employment and occupation and a safe and healthy working environment for all members.[127] The Declaration was ratified by Nigeria on the 8th Of November, 2022. By this Act, Nigeria exhibited a willingness to be committed to the demands of improving occupational and safety health in a sustainable manner.[128] It is submitted that until these instruments are adopted by the National Assembly, their application in the labour workforce of the country will at best remain a mirage.

4. CONCLUSION AND RECOMMENDATIONS

The provision of various opportunities for citizens to work and an effective labour justice system is an important aspect of the social justice responsibility of every State. Therefore, an understanding of the concept of the nature, scope and sources of law of labour relations in a society like ours, where the relationship between employees and employers continues to be interwoven is vital. The law of labour relations is based on the existence of this relationship due to the fact that divergent interests in unavoidable, hence the need to have a structure in place for the regulation of this relationship. In Nigeria, this structure is evident in the various sources of labour relations. As has been elucidated above, the Constitution of the Federal Republic of Nigeria, while recognizing the existence of labour-related issues, has provided a means by which conflicts arising thereto can be settled. In addition, a plethora of legislations has been enacted, for the purpose of regulating the multifaceted aspects of labour relations. The Courts of Law have in a similar vein shown to control and regulation of labour relations, with the aim of preserving the vital socio-economic structures of society through the aid of Judicial precedents.

Consequent upon the foregoing, it is recommended that Nigerian legislative and judicial activism be intensified for the purpose of compliance with international labour standards as laid down by the International Labour Organisation.

A perusal of the non-conventional employment relationships against the backdrop of existent labour relations law and practice indicates the exclusion of these types of employment from the general purview of employment relationships. A reassessment of what constitute formal and informal employment relationship is therefore necessary to foster these relationships and include them under the recognized modes of employment relationships in other to accord statutory protection to these categories of workers.

Labour relations indicators show an international shift in perspectives of the constituents of employment injuries and compensation payable for them. It is further recommended that the Employee Compensation Act (2010) should endure consequential amendment to capture emerging trends occasioned by artificial intelligence technology and other aspects of technological invention and innovation. These amendments will accommodate emerging trends in employment relationships as well as capture compensation payable for emplymen injury arising there from.

[124] Up-to-date Conventions and Protocols not ratified by Nigeria. < https://www.ilo.org/dyn/normlex/en/f?p=1000: 11210:0::NO:11210:P11210_COUNTRY_ID:103259> accessed 20 March 2023

[125] Employment Policy Convention, 1964 (No. 122) and Labour Inspection (Agriculture), 1969 (No. 129).

[126] (adopted 18 June 1998) <https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/normativeinstrument/wcms_716594.pdfpdf> accessed 9 February 2023.

[127] Article 2. This is similar to the provisions of Section 17(3) of the Constitution of the Federal Republic of Nigeria.

[128] __'Nigeria ratifies ILO conventions on occupational safety and health on violence and harassment in the world of work' (November 2022) <https://www.ilo.org/global/standards/WCMS_860705/lang--en/index.htm> accessed on 9 February 2023.