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THE IMPERATIVES OF UNFAIR DISMISSAL LEGISLATION AS A HARBINGER FOR LABOUR REFORMS IN NIGERIA.

Oluwaseyi Augustine Leigh*

ABSTRACT

The theory of Paternalism in Nigerian labour relations perceives workers as vulnerable persons. Unemployment and employment insecurity have placed workers at a disadvantaged position compared to employers. The principle imposes an obligation on the government to ensure the improvement of the working conditions. One major way of achieving this goal is through the enactment of laws for the protection of citizens from the common law employment terms and conditions currently encoded in the Labour Act, which, owing to modern employment realities, have become obsolete. This paper discusses the imperativeness of enacting laws to protect employees against unfair labour practices. The author argues that the current law is anti-worker well-being and, recommends creation of gainful employment opportunities and enactment of egalitarian legislation as way of quagmire.

1.0 INTRODUCTION

The term paternalism first appeared in the late 19th century as an implied critique predicated on the inherent value of personal liberty and autonomy, positions elegantly outlined by Immanuel Kant in 1785 and John Stuart Mill in 1859.[1] Davidov extended the principle of paternalism to labour law in order to justify the retention of the principle of *non-waivability* as a basic norm in

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1 Lindsay J Thompson (2013) Paternalism available at <https://britannica.com/topic/paternalism> [Accessed on 13 August 2022].

labour law.[2] Rather than leave the Nigerian workers to the vagaries of uncertainties of tenure of employment and exposure to huge jobs insecurity owing to the unprecedented high level of unemployment and underemployment pervading the country, the government will be fulfilling its constitutional responsibility if it achieves the promulgation of employment protection legislation in the cast of an unfair dismissal law in the body of employment laws in the country.[3] This will ensure the security of tenure of employment of workers in Nigeria as argued by Eyongndi and Onu.[4] How far the Nigerian government has lived up to and or discharged the onus of employing the vehicle of national legislation to ameliorate the mischief of insecurity of tenure of employment contracts in the country has been feebly felt in the tepid and tenuous succour contained in the National Industrial Court Act, 2006 and legislation like the Employees Compensation Act, 2010.[5]

Work has always been central to the existence of man. According to the American psychologist Maslow,[6] work constitutes the only device recommended as a basic solution to the problems man faces in meeting his prevailing needs. The theory of "hierarchy of needs" encapsulated in Maslow's

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2 The principle of *non-waivability* is a theoretical vehicle it needed for protecting employees against coerced waivers. It seeks to explain why *non-waivability* is generally justified even against the wishes of employees (who may genuinely want to waive some labour rights in return for a higher salary for example), for reasons of paternalism available at <https://academic.oup.com/ojils/article/> [Accessed on 1 August 2022]

3 Fapohunda, T. M., "Employment Casualization and Degradation of Work in Nigeria" (2012) 3(9) *International Journal of Business and Social Science,* 257

4 Eyongndi, D.T. & Onu, K.O.N. "A Comparative Legal Appraisal of "Triangular Employment" Practice: Some Lessons for Nigeria" (2022) 9 *Indonesian Journal of International and Comparative Law,* 181-207.

5 The National Industrial Court Act, 2006 was a piece of legislation which provided for the establishment of the National Industrial Court as a superior court of record. The Act contained 55 sections and carved up into 6 parts respectively as follows: The Constitution of the Court (sections 1 – 6); Jurisdiction and Law (sections 7 – 20); Sitting and Distribution of Business (sections 21 – 27); General Provisions as to Trial and Procedure (sections 28 35); Rules of Court (section 36 (1) (a) – (v), (2)); and Miscellaneous (section 37 – 55). The Constitution of the Federal Republic of Nigeria (Third Alteration) Act, 2010 which further altered the CFRN, 1999 made various amendments to the CFRN, 1999 in the following sections: 6, 84, 240, 243, 254A – 254F, 287, 289, 292, 294, 295, 316, and 318; as well as to the Third Schedule to the Principal Act and to the Seventh Schedule to the Principal Act.

6 *Maslow, A.H. "The Farther Reaches of Human Nature" (1969) 1(1) Journal of Transpersonal Psychology 1–9.*

seminal work aptly underscores this proposition.[7] Among all the rights that are defined as fundamental, the access to secure employment, and the guarantee of a secured tenure for the employment, make those other fundamental rights both meaningful and pleasurable.[8] The indivisibility and interrelatedness of these rights irrespective of their categorisation cannot be overemphasised. When work therefore becomes fleeting and its tenure unsecure, as it is the case under master-servant employment in Nigeria at present owing to several factors, the guarantee of a meaningful existence in life assumes an existential denial threatening decent life.[9]

The search for security of tenure at the workplace, a *sine qua non* for a better life of an employee is as elusive as the Holy Grail in Nigeria.[10] This unwholesome situation is not unconnected with the fact that the foremost statutory law governing labour and industrial matters in Nigeria constitutes a bulwark against the prospects of a secured tenure of an employee on his job.[11] And work, whether formal or informal, or whether in the formal or informal sector, takes its roots from a contract or agreement for employment, no matter how rudimentary. Prior to the beginning of white-collar jobs in pre-colonial Nigeria, employment had by nature been essentially informal and illustrated in the absence of a rigorous employment entry and exit system of services in exchange for wages.[12]

It has become imperative that the government as regulator, enacts laws to safeguard security of tenure and chide against unfair labour practices which

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7 Atilola B. Recent Developments *in Nigerian Labour and Employment Law* (Lagos, Hybrid Consults, 2017) 39.

8 Worugji INE, Archibong, JE & Alobo, E. "The NIC Act (2006) and the Jurisdictional Conflict in the Adjudicatory Settlement of Labour Disputes in Nigeria: An Unresolved Issue" (2007) 1(2) *Nigerian Journal of Labour Law and Industrial Relations,* 25-42.

9 *Obanye v Union Bank of Nigeria* [2018] 17 NWLR (Pt. 1648) 375.

10 Eyongndi, D.T. & Dawodu-Sipe, O.A. "The National Industrial Court Stemming of Unfair Labour Practice of Forced Resignation in Nigeria" (2022) 12(2) *Nigerian Bar Association Journal,* 183-197.

11 Opera, L. C., Uruchi, O. B. and Igbaekemen, G. O., "The Legal Effect of Collective Bargaining as a Tool for Democratization of Industrial Harmony" (2014) 31(1) *European Journal of Humanities and Social Sciences*, 168.

12 Okene, O. V. C. "*Internationalization of Nigerian Labour Law: Recent Developments in Freedom of Association*" (2016) 13(4) *Port-Harcourt Journal of Business Law* 10.

have become virulent within the Nigeria's employment space particularly in the master-servant sphere. This papers has as its gaol interrogating how laws could be used to engender egalitarian employment relations, restrain unfair dismissal and other unfair labour practices pervading in Nigeria's employment circle by examining the status of employment contracts in Nigeria, x-raying the role of the International Labour Organisation in achieving security of tenure and extinguishment of unfair labour practices (unfair dismissal inclusive), it examines the practice in some selected jurisdictions with a view to drawing lessons for Nigeria.

1.1 STATUS OF EMPLOYMENT CONTRACTS IN NIGERIA

Work satisfies many needs. For the individual, it satisfies the need to exercise his faculties while participating in the collective work of the society.[13] Work also affords a claim by the individual upon the social product enabling him to support himself and his family. From the standpoint of the community, work is necessary both for the survival and civilisation. So fundamental is work to human existence that man, throughout most of history – had had to wrest a living from the soil for the longest period with little more than his bare hands for tools.[14] Prior to the latter half of the nineteenth century, the relationship between the employer and the employee was considered as one which arose out of the status of being a servant, hence the description of the contract of employment as a master-servant relationship.[15] The prevalence of this view was underscored by the thesis of Lord Blackstone in naming the master-

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13 The aggregate of the total work output carried out by individual workers within the borders of a country is measured in economic terms as the gross domestic product – GDP – of such country and is defined as the monetary value of final goods and services, that is, those that are bought by the final user produced in a country in a given period of time (say a quarter or a year). It counts for all the output generated within the borders of a country. It is a term which has become widely used as a reference point for the health of national and global economies available at <https://imf.org/external/pubs/ff/fandd/basics/gdp.htm> [Accessed on 28 August 2022].

14 Leigh, O. A. *The right to work and the physically challenged: searching for appropriate legal regime in Nigeria.* Nigerian Journal of Labour Law and Industrial Relations) NJILR vol.2 No. 4 (2008) p. 36 cited in "Prospects and Challenges of Developing the Legal and Institutional Regimes of Unfair Dismissal in Nigeria", a PhD thesis by O. A. Leigh in the Faculty of Law and submitted to the Postgraduate College, Obafemi Awolowo University, Ile-Ife, Nigeria.

15 Emiola, A, *Nigerian Labour Law,* 4th Ed. (Ogbomoso, Emiola Publishers, 2008) 23.

servant relationship among the three great relationships of private concern, the other two being that of the husband and wife; and that of the parent and child.[16]

The antiquated origin of the relationship was also exemplified in the fact that the comprehensive legislation which was enacted to govern employment relationship since the fourteenth century, that is, the Statute of Labourers of 1351, was only abolished in 1875 and the movement from status towards contract, proceeded through the nineteenth and twentieth centuries, becoming established more concretely in the latter century. Also, in the case of *Laws v London Chronicle*[17] Lord Evershed M.R. said that a contract of service is just but an example of the general law of contract as a result of which the principles of the general law of contract will be applicable, even to the contract of employment.[18]

The contract of employment continued to exist in the environment of the common law principles and therefore left largely unaffected by statutory law until 1963 and particularly with the introduction of the concept of unfair dismissal in 1971. During this period, employment relationships became increasingly impacted with statutory colouration in the areas of rights and duties of the parties in their relationship, to the extent that it became doubtful to still lay claim to the fact of retention of the common law principles over contract of employment.[19] This is because the statutory influence has so much impacted the contract of employment that what we have can now be safely referred to as a modern 'status' relationship of a kind or at least of a

16 O. A. Leigh, "Prospects and Challenges of Developing the Legal and Institutional Regimes of Unfair Dismissal in Nigeria", a PhD thesis written in the Faculty of Law and submitted to the Postgraduate College, Obafemi Awolowo University, Ile-Ife, Nigeria, p. 17 and see the case of Smith and Wood, *Industrial Law*, 5th ed. (1993) Butterworths, London, p. 64

17 [1959] 2 All E.R. 285.

18 Smith and Wood, *op. cit.* p. 64.

19 Amucheazi, O. D. & Oji, E. A., "Reinstatement of a Dismissed Employee in a Contract of Employment: A Case Review of Longe v. First Bank of Nigeria Plc." (2010) 4(2) *Nigerian Journal of Labour and Industrial Relations,* 3-4.

sui generis law of employment which tilts towards contractual theories for direction in certain areas.[20]

Despite statutory intervention, certain nature of the contract of employment remains unaffected. For instance, employment continues to be a voluntary relationship in its formation, and as far as the terms and conditions of employment are concerned, they remain negotiable by the parties, either by themselves as individuals or under the auspices of their collective parties.[21] The influence of common law customs, doctrines and practices over employment law in Nigeria, is both profound and fundamental and permeates the subject matter from commencement of the contract of employment to its conclusion.

The current legislation guiding employment relationships in Nigeria – the Labour Act – has been viewed in this treatise as a codification of common law principles on labour and employment relationships and changes permitted therein in Nigeria. The commencement date of the Labour Act in Nigeria is very instructive on two scores in the following respects: firstly, that was also the year that the Unfair Dismissal Act in UK debuted and the year 1971 was also the year of the ILO Convention 158 was made. That these two impressive developments at the international stage did not impact the 1971 Nigerian law on labour and employment relations was to say least unpleasantly surprising. Throughout the duration of the contract of employment from commencement to termination, the influence of the doctrines, customs and practice of common law have been noticeable.[22]

The downside in the employment relationship of the parties have been felt more in the areas of the rights and obligations as contained largely in the

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20 O. A. Leigh, PhD thesis at p. 18. See also the case of Smith and Wood, *Industrial Law*, 5th ed. (1993) Butterworths, London, pp. 64-65.

21 Emiola, *op. cit.* p. 17. A word need be said here about the treatment of terms of collective bargaining in construing the contract of employment. Contracts of employment are regarded as the end product of free and personal bargain between the individual worker and his employer. Ensuing from this therefore, terms of collective bargaining are not regarded as part of such a contract of employment as to influence its construction provided there are no express words or necessary implication which make this imperative. See the case of *Stratford (J.T.) and Sons Ltd. v Lindley* (1965) A.C. 307.

22 Isiaka S. B., "The Continued Relevance of strike as a Form of Industrial Action in Nigeria" (2001) 3(2) *Humanity Jos Journal of General Studies* 41.

contract of employment.[23] Though the parties to the contract of employment are regarded as enjoying some modicum of freedom in entering into the contract, the reality of the huge unemployment situation in Nigeria, whereby more workers in the employment market are chasing after fewer employment opportunities, has rendered trifle the concept of freedom of the parties to enter contracts of employment. While the employer is dealing with the employee on the basis of "take it (the employment on my terms) or leave it", the employee on his own part is contracting with the employer on the basis of "a bird in hand, is worth several in flight."[24] Due to this unfortunate situation, Eyongndi and Ajayi[25] have opined and rightly so in our estimation that the non-existent jobs have tilted the scale of freedom of the parties in favour of the employer while the employees continue to gnash their teeth.

The unequal status of the parties therefore coupled with the doctrine of the sanctity of contract as expressed in the phrase *pacta sunt servanda*,[26] has brought home with its full effects, the precarious nature of employment relationships, otherwise known as master and servant contracts in Nigeria.[27] It is in the area of termination of the contract of employment in Nigeria that case law resource has revealed the underbelly of precarious employment

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23 Talking generally, a contract of employment is not expected to be in any particular form – except specifically required by statute - and may therefore be oral or written and partly oral or partly written. At other times, a contract of employment may be inferred from the conduct of the parties. See *Nigerian Airways v Gbajumo* (1992) 5 NWLR (Pt. 244) 735. Unwritten contracts present the problem of determining the exact terms of the contract in the event of the resolution of an ensuing dispute on the contract.

24 Worugji I. N. E., "The Right to Work under the Nigerian Labour Law: The Need for Reforms" (1994-1996) 18 *Journal of Contemporary Law* 197.

25 Eyongndi, D.T. and Ajayi, M.O. "The Principles of Voluntariness and Equality under Nigerian Labour Law; Myth or Reality?" (2015-2016) 9 *University of Ibadan Journal of Private and Business Law,* 189-222.

26 *Pacta sunt servanda*, Latin for "agreements must be kept", is a Brocade and fundamental principle of law. According to Hans Wehberg, a professor of international law, "few rules for the ordering of Society have such a deep moral and religious influence" as this principle. Known by the Latin formula *pacta sunt servanda* ("agreements must be kept") is arguably the oldest principle of international law. Without such a rule, no international agreement would be binding or enforceable available at <www.britannica.com/topic/pacta-sunt-servanda> [Accessed on 12 October 2022].

27 Tinuoye, A. T., "Human Rights, Workers' Rights and Equality in the Nigerian Workplace: An Overview" (2015) 5(17) *Developing Country Studies* 99.

situation in Nigeria as one heavily weighted against the interest of the worker and in favour of bourgeois employers.[28]

In Nigeria, as well as under the common law employment principles, the contract of employment is terminable merely by the issuance of notice of the length and mode prescribed in the contract to the other party, and where no written contract exists or where there is an omission to prescribe a length of notice in such a contract, then recourse will be made to the period of notice as contained in the relevant provisions of the Labour Act.[29] Any enquiries as to the reason for the termination of the contract of employment as obtaining under the law of unfair dismissal are not relevant under employment contracts in Nigeria, save for employment contracts which enjoy statutory flavour in respect of its duration, and even at that all that the courts will insist on is strict compliance with the statutory stipulations for the ending of such contracts as to its duration and steps to be taken for its termination as stipulated under respective statutes.[30] This was the situation in *Olaniyan and Others v University of Lagos.*[31] Here, the Respondent as employer of the appellants invoked its powers to terminate the employment of the appellants (who were Professors in the university) by giving six months' notice or payment of salary in lieu.

Even though there were no reasons stated for the appellants' dismissals in the termination letters, yet evidence at trial revealed that appellants were dismissed based on allegations of misconduct against them. The Supreme

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28 *Osisanya v. Afribank Plc.* (2007) 4 MJSC 128 at 147; *Chukwuma v. Shell Petroleum Development Company* [1993] 4 NWLR (Pt. 298) 512; *Obanye v. Union Bank of Nigeria* [2018] 17 NWLR (Pt. 1648) 375.

29 Section 11 of the Labour Act on "Termination of Contracts by Notice" provides as follows: (1) Either party to a contract may terminate the contract on the expiration of notice given by him to the other party of his intention to do so. And subsection (2) goes on to stipulate the length of notice that can be issued for respective periods of continuous employment between the parties as follows: (a) One day (length of notice), where the contract (of employment) has continued for a period of three months or less; (b) one week (notice), where the contract has continued for more than three months but less than two years; (c) two weeks (notice), where the contract has continued for more a period of two years but less than five; and (d) one month (notice), where the contract has continued for five years or more.

30 *Olatunbosun v. NISER* [1988] 3 NWLR (Pt. 80) 25; *Adedeji v. Police Service Commission* [1967] 1 All NLR 67.

31 (1985) 2 NWLR 599.

Court in considering the case referred to the Regulations of the University, the Memorandum of Appointment of the appellants and section 17 of the University of Lagos Act and held that the appellants, to whom the various documents relied upon referred to, became invested by virtue of the relevant provisions of the law, with a special status beyond that of a mere servant in an ordinary master-servant relationship. That the appellants' purported dismissal by way of notice was *ultra vires* the employer whose only cause of action was to follow the procedure contained in the University of Lagos Act, which in cases of misconduct will entail strict observance of the of the rules of fair hearing in the enquiries of the employer culminating in the dismissal of the appellants.

The Supreme Court therefore voided the purported dismissal of the appellants, not because there were no reasons adduced for the dismissals in the various notices of termination of appointment of the appellants, but because the employer (University of Lagos management) failed to play by its own rules and procedures for termination of appointment of the appellants as contained in the university statute. The court then went ahead to reinstate the appellants to the exact position they were occupying prior to their removal.[32] Earlier, in the case of *Shitta-Bey v Federal Public Service Commission*,[33] the Supreme Court had hinted at its preparedness to chart a new path which accommodates some revolutionary steps to improve the lot of employees who are unjustifiably sacked from their employment due to no fault of theirs. The vehicle fashioned by the court for redressing this anomaly was located in the award of severance pay to the victim of "unfair dismissal".

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32 Karibi-Whyte JSC (as he then was) stated that the word reinstatement was not a term of art, but rather, simply meant replacing a person to the exact position occupied by him prior to his removal. The court held that there was accordingly, no logical or judicial basis for doubting the validity of the proposition that reinstatement was the correct remedy for an ineffective and invalid exercise of a power to dismiss. His Lordship further held that emotions, and other personal considerations, which had hitherto been the rationale for refusal of such remedy, were irrelevant and inapplicable in the circumstances of public office, which involves a contract of service, as distinct from a contract of personal service where personal considerations often come into play – p. 685 0f the judgment cited in Oyewunmi, A. *Job Security and Nigerian Labour Law: Imperatives for Law Reforms*, in Enobong Edet (ed) "Rocheba's Labour Law Manual", Rocheba Law Publishers, p. 31

33 [1981] N.S.C.C. 19

In the *Shitta-Bey's* case, the Supreme Court blazed the trail by holding the Civil Service Rules of the Federal Public Service as sacrosanct, while clothing the Rules with constitutional force thereby imbuing the public servant with a legal status which made his employment relationship with the government a step higher than that of the ordinary master and servant relationship, which the civil servant's employment was hitherto thought to be. Labour law scholars and academics, have warned that the Supreme Court decision in the *Olaniyan's* case should be seen for what it was, being based firmly on the issue of termination based on misconduct without extending the opportunity of fair hearing to the employee, rather than being seen as offering a blanket proclamation and protection of security of tenure of university staff.[34]

Another academic and labour law scholar,[35] also opined in a case review of the *Olaniyan's* case that the decision of the Supreme Court ought to be qualified so as not to precipitate practical problem and confusion in extending the *ratio* of the case to similar cases in future without proper distinguishing and distilling of the peculiar facts therein. That rather than seeing it as a restatement of the law which seeks to fetter the discretionary latitude of the master to terminate his servant's employment at any time and for any or no reason at all,[36] the decision should be seen as an example of the court's preparedness to "lift the veil of law, when justice of the case so demands."[37]

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34 See A. A. Adeogun, "From Contract to Status in Quest for Security" University of Lagos Inaugural Lecture (1986, University of Lagos Press); p. 27-30 cited in Oyewunmi, A. *Op. cit.* p. 31.

35 B. Atilola, "The Legal Nature of the Contract of Employment of a Managing Director: Longe v. First Bank" (2011) 1(1) *Nigerian Journal of Labour and Industrial* Relations) NJLIR, 5.

36 C. K Agomo, Case Comment on "Termination of Contracts of Employment: *Professor C.I.O. Olaniyan & 2 ors. v. The University of Lagos and Anor.*" 1985, 4 J.P.P.L. p. 49, cited Oyewunmi, A. *op. cit.* pp. 31-32.

37 Both learned writers (Professors Adeogun and Agomo), saw a way out of the problem in the highly illuminating concurring judgment of Karibi-Whyte J.S.C. who went out of his way to state categorically that the question of reason or motive was not the issue but rather, a proper construction of terms of the appellant contract of employment contained in the Memorandum of Appointment and Regulation of Service of Staff. The conflict between clause 6 of the former, which provided for termination by notice, and paragraph 15 of the latter which appeared to confer power to terminate for cause only, was resolved in favour of the latter which was later in time, and more in accordance with justice and fair play. In justifying this decision, Karibi-Whyte made a far -reaching observation that "the law has arrived at the stage where the principle should be adopted that the right to a job is analogous to a right to property" – See, Oyewunmi, A. *op. cit.* p. 32

When the courts are not considering termination of employments which are clothed with statutory flavour, where this oftentimes results in legal rigmarole, the courts have often times found themselves "out on a limb" when considering dismissal cases in respect of contract of employment in a master and servant relationship.[38]

The seeming spruced-up prospect of security of tenure of employments held to be with statutory flavour have always crumbled like a pack of cards in face of the dismissal of the category of staff whose employment does not enjoy such protection. In *Sogbetun v. Sterling Products Ltd.*[39] The Court regarded it as trite and therefore so held, that where a contract of employment has been properly terminated by employing with the procedure as laid down in the contract of employment - between the parties – for bringing it to an end, the court will neither enquire nor will it accord any importance to the motive or intention which occasioned the termination of employment.

In the *Sogbetun's* case, the employer terminated the plaintiff's appointment and gave the latter one-month salary in lieu of the duration of notice the plaintiff was entitled to receive under the contract of employment. During trial, plaintiff contended that her termination was wrongful as it was influenced by plaintiff's refusal to yield to the romantic advances from the employer. The Court, per coram Dosunmu J, nevertheless held the terminated to have been validly carried out while reiterating the immateriality of motive and or intention, when a termination has been validly carried out. The Judge opined that where an employee is lawfully dismissed by being given the notice or payment in lieu of notice stipulated in the contract of employment, the employer's motive in dismissing him is irrelevant, and the fact that the employer has a bad motive or gives an untrue reason does not make the dismissal wrongful.

Therefore, both at common law and currently in Nigeria, the enquiry in the case of dismissal or termination is focused not on the reasons for the dismissal but on whether the procedure for the termination of the employment

38 *Olufeagba v. Abdul-Raheem* [2009] 18 NWLR (Pt. 1173) 384.
39 [1973] NCLR 323

has been complied with.[40] And where this is found not to have been the case, the dismissal or termination is declared as wrongful. However, the legislation on unfair dismissal goes a step further not only to require an employer to state the reasons that led to the dismissal, but it is expected also of the employer, to bring the reason *prima facie* within the statutorily created fair reasons.[41] And the dismissal will therefore be justified only upon coming within the ambits of those reasons.[42]

2.0 THE PUSH FOR MORE SECURITY OF TENURE AT THE INTERNATIONAL FORA

In commenting on the efforts directed at achieving security of tenure of employment at the international stage, it is necessary to dwell on the historical trajectory of labour or employment law as it relates to Nigeria and juxtaposing the development therein with what is obtained from other international jurisdictions in order to appraise the attitude of, and the extent Nigeria has gone in fulfilling its international obligations. By virtue, and in consequence of its membership of the International Labour Organisation – the ILO – Nigeria was deemed to have subscribed to the fundamental principles of operation of the ILO which the body defer to always in carrying out its operations.[43] The efforts of the ILO have become visible in the steps taken in some foreign countries by propelling their legislatures to enact and ratify the conventions initiated by the ILO for the purpose of establishing welfare, health and safety at the workplace as important indices of development. These national legislative efforts have crystallised into the various municipal laws of

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40 *Adeniyi v. Governing Council, YABATECH* [1993] 6 NWLR (Pt. 300) 426; *Bankole v. N.B.C.* [1968] 2 All NLR 371.

41 See paragraph 5.0 below.

42 *Jumbo v. Petroleum Equalization Fund Management Board* [2005] 14 NWLR (pt. 945) 443 at 467, Paras. A-B; *Garba v. Federal Civil Service Commission* [1988] 1NSCC 306.

43 The ILO Declaration on Fundamental Principles and Rights at Work adopted in 1998 and mended in 2022 is an expression of commitment by governments, employers' and workers' organisations to uphold basic human values – values that are vital to our social and economic lives. It affirms the obligations and commitments that are inherent in membership of the ILO, and the body usually have recourse to the principles to guide the international body's operations namely: freedom of association and effective recognition of the right to collective bargaining; elimination of all forms of forced labour; effective abolition of Child Labour; effective abolition of discrimination in respect of employment and occupation; and a safe and healthy working environment. https://ilo.org/declaration/lang—en/index.htm [Accessed on 12 August 2022].

the countries concerned in the areas of employment and labour relations law and practice of such countries.

In the case of Nigeria, the nation has witnessed a sort of lethargy in keeping pace with salutary reforms and advancement recorded in the labour law jurisprudence of those countries. And the geographical spread of these countries has not been restricted to outside the African continent as quite a number of countries in Africa – with the exception of a few others among whom Nigeria is numbered - have leveraged on the leadership provided by the ILO, for achieving industrial peace through the option of legislation of unfair dismissal law.[44]

In the various countries that are member-states of the ILO, their sources of law regarding termination of employment relationships - at the employer's initiative – have been patterned after the international agreements and conventions brokered by the ILO.[45] Indeed, the developmental strides and robust reforms recorded in employment law at international, regional and national spheres have not taken place in isolation and without deliberate contributions from the ILO. Indeed, virtually every country member-state of the ILO that has attained some standards of safety, health and welfare in its industrial relations and labour jurisprudence, has a history of success anchored on important features of advances in labour principles championed by the ILO at the international level.

The vigorous efforts contributed by the ILO have resulted in the breakthrough achieved by the body and exemplified in obtaining member-states cooperation upon certain Conventions relating to different aspects and kinds of employment. Beyond assents and ratification by member-states, the ILO

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44 Chianu, E. *Employment Law,* (Akure, Bemicov Publishers (Nig.) Ltd., 2004) 209.

45 ILO Convention 158 on termination of employment relationships at the employer's initiative has been ratified by some African countries such as: Ethiopia, Namibia, Uganda, Cameroun, and Zambia with others such as South Africa, Ghana and Kenya resorted to enactment of unfair dismissal laws, Nigeria is yet to ratify or enact the unfair dismissal laws.

Conventions have also been domesticated at different times by the legislative organs of these member-states, thereby making these Conventions form part of the local laws of the enacting states. Unfortunately, while Nigeria has been reluctant in ratifying some of these Conventions, the country is equally lagging behind in fulfilling its complementary constitutional responsibility of subsequent incorporation of these forward-looking Conventions into its indigenous laws.[46]

The result is that some statutes which impact employment and advance the welfare of workers in Nigeria are denied the potency and status of enacted law and have instead been left to implication as well as to the gratuitous application of these unlegislated but proactive labour principles through the indirect medium of judicial activism, on the basis of the 3rd Alteration to the Nigerian constitution. In furtherance of its major mandate for the promotion of social justice and human and labour rights, the ILO has birthed Convention 158 which constituted a major breakthrough in the establishment of international policies and programmes for achieving improved working and living conditions.[47]

3.0 THE PRACTICE IN THE UNITED KINGDOM

The UK is the destination of choice for a comparative evaluation of the law of unfair dismissal therein for reasons *inter alia* of the colonial history between UK and Nigeria. The law of unfair dismissal first debuted in the UK employment law over fifty years ago, sequel to the introduction of statutory

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46 According to Section 12 (1), Constitution of the Federal Republic of Nigeria, 1999 (as amended), "No treaty ("treaty means an agreement, league, or contract between two or more Nations or sovereign formally signed by authorised person or persons and solemnly ratified by the several sovereigns) between the Federation and any other country shall have the force of law except to the extent to which any such treaty has been enacted into law by the National Assembly. In addition to the above, Section 4 of the Constitution reserves the exercise of legislative powers with respect to any matter included in the Exclusive Legislative List set out in Part I of the Second Schedule to the Constitution, where Labour, including trade unions, industrial relations; conditions, safety and welfare of labour; industrial disputes; prescribing a national minimum wage for the Federation or any part thereof; and industrial arbitrations as item 34 thereof. This makes it the constitutional responsibility of the country to domesticate those ILO Conventions it has ratified into its national laws.

47 Okene, O.V. C., "Internationalization of Nigerian Labour Law: Recent Developments in Freedom of Association" 2016 (13), 4 *Port-Harcourt Journal of Business Law,* 10.

unfair dismissal law by the Conservative government as an integral part of a stimulus package intended by the government as a catalyst for increased productivity within an environment of industrial tranquillity. The introduction of unfair dismissal law constituted a central plank of UK employment law aimed at providing succour from the harshness and feeble protection from dismissal which the common law action for wrongful dismissal offered.[48] By 1996, the UK law of unfair dismissal had been enshrined in the Employment Rights Act (ERA) of same year and associated judicial authorities.

The right not to be unfairly dismissed from employment has over the years been reduced into a number of important questions which determine whether or not the subject matter of the action constitutes unfair dismissal and these are: (a) whether the claimant, that is, the person invoking the protection of the unfair dismissal law is a person qualified under the law to bring an action; (b) whether the claimant has actually been dismissed from employment; (c) whether the reason for the dismissal falls within the categories of approved reasons acceptable as veritable grounds of unfair dismissal; (d) whether or not the dismissal was fair considering the reasons and manner thereof; and (e) what are the remedies to which the claimant is entitled.

The law of unfair dismissal also recognises the traditional distinction made between a contract of service and a contract for services.[49] Consequent upon this distinction, the remedy of unfair dismissal is available only to a claimant involved in paid employment with the defendant, and the claimant has been so employed for a continuous period of at least one year or more but which period can be discounted within the exceptional cases known as "automatically unfair" cases. Expectedly therefore, the self-employed workers or the category of workers engaged in contracts for services commonly referred to as independent contractors are not regarded as coming within the category of those who can benefit from the remedial effect of unfair dismissal law.

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48 Hood, David 'Unfair Dismissal' *The New Oxford Companion to Law*, Oxford University Press, Inc., New York, 2008 p. 1202.

49 Opara, L. C., Uruchi, O. B., & Igbaekemen, G. O. "The Legal Effect of Collective Bargaining as a Tool for Democratization of Industrial Harmony" 2014 (31) 1, *European Journal of Humanities and Social Sciences,* 168.

In answering the question *whether there has been a dismissal*, unfair dismissal law in the UK requires that claimants show that they have been dismissed under the circumstances enumerated under section 95 ERA, 1996 which regard that dismissal is deemed to have occurred in the following ways expressed in the alternative: (i) where the employee's contract of employment is brought to an end with or without notice from the employer; (ii) or, the employee's contract is expressed to be for a limited time with no steps taken to renew the contract after expiration; (iii) or the termination of the contract of employment of the employee emanated from the employee himself as a result of the fundamental breach by the employer as a result of its dereliction in giving due observance to the twin duties of mutual trust and confidence owed to the employee; (iv) or where the employees pre-empt the crystallisation of a notice of dismissal by announcing their resignation which takes effect ahead of the maturity of the dismissal notice.

In interrogating the *reason for the dismissal*, the law regards as an "automatically unfair" dismissal, a dismissal predicated on matters relating to pregnancy and family leave or where dismissal of an employee is anchored on grounds of membership of trade union and participation in related activities.[50] A claimant hoping to found her claim on one of the 'automatically unfair' grounds, must discharge the onus of proof in respect of that particular ground under the 'automatically unfair' category. Conversely, a successful defence against a claim of unfair dismissal must turn necessarily on the conviction of an employment tribunal that the reason for the dismissal falls within the category of conditions regarded as "potentially fair reasons" as listed in Section 98 (1) (b) & (2) in the ERA.[51] Where there is a failure on the part of the employer to convince the tribunal that the reason for dismissal

50 *Lewis v. Heffer* (1978) 3 All ER 354 at 364.

51 Hood, David *op. cit.* at p. 1203. These "potentially fair reasons" are namely: (i) lack of capacity or qualifications; (ii) misconduct; (iii) redundancy; (iv) contravention of a statute (e.g., dismissing a lorry driver who has been banned from driving for multiple speeding offences); (v) some other substantial reasons (this condition is wide enough to embrace multiple miscellaneous factors and behaviours, e.g., pressure from a customer, clash of personalities, etc.).

falls within any of the five categories enumerated in the ERA, such dismissal will be regarded as unfair.

The next important question to be answered in order to claim the protection of the unfair dismissal law as enshrined in the ERA is to consider *whether the dismissal was fair*. Under this head, an employment tribunal first needs to consider whether the reason for the dismissal was potentially fair. And where this question is answered in affirmative, the employment tribunal goes on to the next stage of enquiry which is to investigate if the dismissal alleged to be carried out for "potentially fair reasons" was *actually* fair. In carrying out the probe under this head, an employment tribunal takes into consideration, the size and administrative resources of the organisation carrying out the dismissal of the employee, in order to determine whether the employer acted reasonably within the statutory tenets of the ERA when it dismissed the employee.

The question "was the dismissal fair" can be further separated into two compartments namely: firstly, to ask whether the decision to dismiss falls within the range of "reasonable responses" an employer might make[52] (substantive law compliance) and also secondly to ask whether the processes followed in carrying out the dismissal was a fair one (procedural law compliance). The "range of responses" option may be presented in so many ways and the fact that many employers may decide not to dismiss by opting for a response not leading to dismissal, and another employer may decide to dismiss, may not render the dismissal by the latter as unfair.[53] On the other hand, it is possible that even though a dismissal falls within the range of

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52 See the case of *Iceland Frozen Foods Ltd. v Jones* [1983] I.C.R. 17. Facts: An employee (J) was dismissed by his employer (IFF Ltd) for attempting to defraud IFF into making extra overtime payments. Nonetheless J claimed unfair dismissal. **Issues**: However, was the dismissal unfair? Also, did IFF act unreasonably? **Held**: In *Iceland v Jones*, the Employment Tribunal (ET) held that J's conduct was not 'sufficiently serious.' However, IFF appealed against the decision. Overall, the Employment Appeal Tribunal (EAT) allowed IFF's appeal. The EAT held that the correct test was to assess whether IFF's decision to dismiss J was "within the band of reasonable responses to J's conduct that a reasonable employer would use" available at <https://simplestudying.com/iceland-frozen-foods-ltd-v-jones-1983-icr-17/> [Accessed on 18 August 2022].

53 The range of reasonable responses to a situation of say, fighting at work, could be an informal or serious verbal reprimand of "don't do that again" to a formal warning in writing, to a dismissal.

"reasonable responses", yet such dismissal is found not to have complied with fair procedure and thereby declared as unfair dismissal.

Even though he courts have refrained from prescribing what constituted a fair procedure, yet, the House of Lords in *Polkey v A E Dayton Services Limited* (1988) gave a checklist of what is to be regarded as fair procedure to include *inter alia* (i) extending to employees an opportunity to be informed of and respond to allegations against them before an organisation lakes a decision to dismiss; (ii) insisting that the employer must follow its own disciplinary procedure, otherwise, failure to do this may render the dismissal unfair and this is without prejudice to the fact that the procedure contractually binding or not.

Also in 2004, the Labour government in UK introduced a minimum dismissal proceeding which employers are expected to follow if the dismissal made in contradiction to the procedure will not be declared unfair. The procedure which is contained in Schedule 2 of Employment Act, UK, 2002 was founded as a part of package of measures to facilitate dispute resolution mechanisms without recourse to law and it involves three steps as follows: (i) the employer must set out in writing the issues which have caused the employer to contemplate taking disciplinary action, and send a copy of this statement to the employee inviting him to attend a meeting; (ii) the meeting should take place before the action (e.g., dismissal) is taken; (iii) after the meeting the employer should inform the employee of the decision and notify him of his right of appeal.

Where the employee elects to appeal, a further meeting to be attended by the parties is arranged and the employee should subsequently be informed of the outcome of the meeting. It is noteworthy to observe that compliance with the statutory procedure does not mean that a tribunal will thereby find that the dismissal is fair. What compliance with statutory procedure simply achieves is that it avoids a finding of automatic unfairness for non-compliance, and

the tribunal must still enquire into the reasonableness *vel non* of the dismissal in all circumstances.[54]

The last in the series of important questions to be answered is "what are the remedies that a claimant may ask for?" Having held that a dismissal was unfair, what is next for an employment tribunal to do is to consider what remedy, if any, should be awarded to the claimant. Categories of available remedies from the tribunal can pick are essentially three and these are usually awarded at the request of the employee. They are reinstatement, re-engagement, or compensation. The first two remedies respectively involve the employee returning to work in the same position and on the same terms and conditions (reinstatement) or the doing of comparable work by the employee, on comparable terms and conditions (re-engagement).

These two remedies are not first choice options for the employee and are therefore seldom awarded by an employment tribunal. This is because an employee will want to factor in the friction that already existed in the relationship of the parties to the contact of employment – the employer and the employee – and will prefer not to risk a return to employment under a possibly hostile atmosphere. The third remedy – compensation – is the most frequently requested and therefore most frequently awarded by a tribunal. Compensation consists of a basic award[55] as well as a compensatory award.[56] Compensatory award is subject to a downward review where a tribunal finds as a fact that a claimant's behaviour is contributory to the dismissal suffered.

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54 Hood, David *op. cit.* at pp. 1203/4.

55 As from February 2007, the basic award is capped at a maximum of GBP 9,300. Currently however, it is 1 week's pay for each complete year of employment when an employee was between the ages of 22 and 40 inclusive; half a week's pay for each complete year of employment when an employee was below the age of 22 available at <https://www.winstonsolicitors.co.uk/how-much-claim-worth> [Accessed on 28 August 2022].

56 The compensatory award is an amount to compensate the claimant for the financial loss she has suffered on account of a dismissal. But currently, the maximum amount that can be awarded as compensation for constructive dismissal is presently the statutory cap of GBP 93,878, or 52-weeks gross salary – whichever is lower. This is in addition to basic award which can be ordered by the Tribunal of up to a maximum of GBP 17,130 available at <https://landaulaw.co.uk> [Accessed on 28 August 2022].

The debates have gone back and forth as to whether the law of unfair dismissal is best considered as an employment protection measure which offers protection to workers from arbitrariness from and unfair treatment by employers or whether the remedy constitutes an unnecessary burden or business. However, the debates have merely thrown up fears which are more imaginary than real. This is due to the fact that in practice, average awards are very low and many workers fall short of the requirement of qualifying as employees, which is a condition precedent to accessing the remedy of unfair dismissal. Instead, the law of unfair dismissal is seen more as a management tool which affords the employers the leverage of managing their human resources effectively and efficiently. Howbeit it is considered, there is no gainsaying the fact that unfair dismissal legislation still represents an important part of a category of rights, without which the British workers will remain vulnerable.

4.0 THE PRACTICE IN SELECTED AFRICAN JURISDICTIONS

Employment protection legislation represents a deliberate attempt by those with the will and capacity to offer desired protection to workers in a geographical state the vast majority of whom are numbered among members of groups regarded as vulnerable in labour relations situations. This is because there is no place where inequality is more pronounced than the workplace contrary to the often-hyped parity in the capacity and status of the major parties to the contract of employment. There is the welcome trend among some countries in Africa exemplified in their progressive movement away from the common law position on termination of employment to the current position of the protection of workers from whimsical termination of employment presented in unfair dismissal legislation.

A comparative examination of the legal systems of selected countries in respect of the existence and extent of the employment protection legislation against unfair dismissals from employment, which obtained in their respective jurisdictions, reveals a two-pronged approach adopted by these countries. While one group consisting of countries such as Ethiopia, Namibia, Uganda, Cameroun, Malawi and Zambia ratified the ILO instruments and

incorporated the provisions of the instruments into their local laws, other countries - in Africa - such as South Africa, Ghana and Kenya, resorted to the enactment of unfair dismissal laws in line with the provisions as they are contained in the ILO instruments. Either way, Nigeria is yet to identify with the ILO instruments by its refusal to ratify the Convention coupled with the country's further refusal to enact unfair dismissal laws as part of its labour laws.[57]

5.0 NIGERIA'S EFFORT TO SAFEGUARDS

Unfortunately, what constitutes "unfair dismissal" is yet to assume certainty in Nigeria's body of laws. As a result of this, the paper adopts a working definition of the term "unfair dismissal" to mean a dismissal carried out arbitrarily to the prejudice of the employee especially by refusing or ignoring to disclose the reason (s) for the dismissal not to talk of justifying same. It is done capriciously without recourse to due process and at the prejudice of the employee. Granted, the employer has the power to hire and fire but it is expected that the right to fire will only be activated under justifiable circumstances however, where it is exercised without justifiable reason to the ultimate detriment of the employee, it is said to be an unfair dismissal. The adequacy and or sufficiency of current efforts aimed at preventing situations of unfair dismissal in Nigeria, is first seen in the compelling need to enact unfair dismissal legislation as an integral part of the body of laws governing labour and industrial relations in the area of termination and or dismissal from employment contracts in Nigeria. Proceeding from the threshold of positive laws will afford the opportunity to consider more closely the process of judicial interpretation of employment legislation generally and unfair dismissal provisions in particular. This will provide an opportunity for a mutually benefitting interface between the methods of interpretation applied by judges when they are confronted with the interpretation and appreciate to

57 Philip, F.A, "Job Security in Developing Countries: A comparative perspective" Ife Journal of International and Comparative Law IJICL 2016, Part 1 (January – June) pp. 51 – 75. Cited in O. A. Leigh, "Prospects and Challenges of Developing the Legal and Institutional Regimes of Unfair Dismissal in Nigeria", a PhD thesis written in the Faculty of Law and submitted to the Postgraduate College, Obafemi Awolowo University, Ile-Ife, Nigeria, p. 127-128.

what extent, if any, it will have to factor the canons of interpretation applied by judges in its own legislation.[58]

It is an understatement to posit that legislation on unfair dismissal is long overdue for promulgation in Nigeria. This is because such legislation represents the only protection against harsh and precarious position occupied by Nigerian workers under the common law, whereby, apart from employees engaged under employments regulated by statutes, whose termination from such employments could be declared invalid, null and void for non-observance of and failure to comply strictly with the procedure prescribed by such statutes.

For the Nigerian worker, his termination or dismissal by the employer even though without any reason adduced by the latter, have been upheld by the courts in Nigeria as valid. Since according to the courts, "ordinarily at common law, a master is entitled to dismiss his servants from his employment for good or bad reason or for no reason at all".[59] Primarily, an unfair dismissal legislation is tailored towards providing individual employees some form of statutory protection for their employment relationships from arbitrary termination by the employers, a protection not enjoyed by employees whose contract of employment take off at common law - as is the situation currently in Nigeria - whether in form or in substance.[60] That the primary purpose of an unfair dismissal law is directed at providing some form of statutory protection against unfair dismissal for the employee, is underscored in the hugely inadequate protection offered an employee under the common law

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58 O. A. Leigh, "Prospects and Challenges of Developing the Legal and Institutional Regimes of Unfair Dismissal in Nigeria", a PhD thesis written in the Faculty of Law and submitted to the Postgraduate College, Obafemi Awolowo University, Ile-Ife, Nigeria, p. 64.

59 Obidinma, O. C. *et al*, *op. cit.* at page 139. *Daodu v UBA Plc.* [2004] 9 NWLR (Ppt. 878) 276 at 280; *Chukwuma v SPDC (Nig.) Ltd.* [1993] 4 NWLR (Pt. 289) 512. Cited in O. A. Leigh, "Prospects and Challenges of Developing the Legal and Institutional Regimes of Unfair Dismissal in Nigeria", a PhD thesis written in the Faculty of Law and submitted to the Postgraduate College, Obafemi Awolowo University, Ile-Ife, Nigeria, p.125.

60 Anderman, S.D. The Law of Unfair Dismissal, (1978) London, Butterworths, p. 1. Since 1971, the right of dismissed employee to complain of unfair dismissal has become a firmly established element of statutory protection. Despite the sharp fluctuations in labour legislation in the same period, the law of unfair dismissal has made steady progress on the legislative front.

regime of employment relationship where no questions are asked - neither are answers obligated to be offered - as to the reasons for the dismissal of an employee and or the arbitrariness of the reason given. All that the common law purports to achieve is to answer in the affirmative the question whether the terms of the contract of employment on the giving of the requisite notice required for termination has been complied with.[61]

Even though Nigeria has been signatory for the ratification of quite a large number of ILO conventions and a subscriber to some of the international body's regulations, yet Nigeria has not matched her pace of ratification with the enactment of the provisions of these conventions and or regulations into its national laws and Nigeria is yet to ratify ILO Convention 158 since its existence in 1985. This neglect to enact provisions of ILO conventions into national laws has brought a renewal to the controversy surrounding the distinction between the force of ratification in juxtaposition with the vigour of enactment.

This distinction has become more pronounced in the light of the 3rd Alteration to the Constitution of the Federal Republic of Nigeria (CFRN), 1999 (as amended) which berthed the far-reaching jurisdictional expansion and independence of the National Industrial Court, (hereinafter, NIC).[62] Firstly, the NIC assumed its place among the pantheon of superior courts of record listed in the constitution thereby resting any hitherto controversy bordering on the status of the court.[63] And secondly, it enjoyed a jurisdictional

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61 O. A. Leigh, PhD thesis at p. 66.

62 Agomo, C. K., *Nigerian Employment and Labour Relations Law and Practice*, (2011) Concept Publication Limited, Lagos, p. 339. The Federal Republic of Nigeria official Gazette No. 20, Vol. 98 of 7th March, 2011, represents a fitting milestone in constitutional development in Nigeria when it published as supplement to the Gazette, the Constitution of the Federal Republic of Nigeria (Third Alteration), Act, 2010 (Short Title) and in its long title was described as "An Act to alter the Constitution of the Federal Republic of Nigeria Cap. C.23, Laws of the Federation of Nigeria, 2004 for the establishment of the National Industrial Court under the Constitution.

63 Ibid. Section 2 of the CFRN (3rd Alteration), Act, 2011 inserts a new paragraph "(cc)" after Section 6 (5) (c) of the Principal Act. That the NIC is a superior court of record with all the powers of a High Court and exclusive jurisdiction in civil causes and matters relating to labour including trade unions and industrial relations is not in doubt, as far as the NIC Act, 2006 is concerned, for example in ss.1(3)(a) (b); and s. 7(1)(a) -(c), NIC Act,2006 together with the possibility of an expansion of the court's jurisdiction through further conferment on the court of such additional jurisdiction as the National Assembly may make in accordance with See S.7(2) NIC Act, 2006.

expansion through the Third Alteration Act of 2010 to the CFRN, 1999 to cover causes and matters "relating to or connected unfair labour practice or international best practices in labour, employment and industrial relation matters."

This omnibus phrase has become very controversial among labour scholars pitting them into two separate divides where one group regards the omnibus provisions as good enough for the courts especially the NIC to leverage on to adjudicate on unfair dismissal law and other unfair labour practices. On the other hand, it is the view of the other group of scholars that these omnibus phrases are not only vague phrases but also nebulous as no clearly spelt conditions can be pointed out as having the force of a legislation which may grant its application by the NIC, the force of law of a positive enactment.

6.0 CONCLUSION AND RECOMMENDATIONS

One noticeable gap in knowledge in Nigeria in the area of unfair dismissal is the omission by labour law scholars to address the new global trend in the area of security of tenure of employment since the establishment of ILO Convention No. 158 and the accompanying ILO Termination of Employment Recommendation No. 166 both of 1982.[64] Discussions bordering on the parameters covered by the ILO together with recommendations made to national governments which would have pointed the way out for Nigeria, in the area of security of tenure of employment were omitted from the discussions.[65] A necessary fallout from this is the precarious situation of an existential living which the Nigerian worker endures in the socio-economic environment on account of the inadequacies of extant law and industrial practice which govern labour relationships in Nigeria.[66]

The only viable option for achieving job security for workers is the enactment of unfair dismissal legislation in accordance with the template provided by the

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64 O. A. Leigh, PhD thesis at p. 123. The ILO Convention No. 158 was adopted by the International Labour Conference – ILC – a major organ of the ILO, during the ILC's 68th Session on 22nd of June, 1982.

65 O. A. Leigh, PhD thesis at p. 122/3.

66 Oyewunmi, A. *Job Security and Nigerian Labour Law: Imperatives for Law Reforms*, in Enobong Edet (ed) "Rocheba's Labour Law Manual", Rocheba Law Publishers, pp. 17-51 cited in O. A. Leigh, PhD thesis at p.123.

ILO Convention No. 158. Integrating this progressive law into the body of labour and industrial relations law and practice in Nigeria, will ensure a boost on workers' morale and result in a reduction in labour turnover as well as promote stability of the workforce leading to workers' duty of fidelity and faithful performance of workers' obligations. There will be increased prospects of enhanced productivity and efficiency to the advantage of the employers in particular for the overall wellbeing of the Nigerian economy in general.

An enduring solution which will constitute a big stimulus for labour law reforms in Nigeria can be achieved by the promulgation of an unfair dismissal legislation as the needed palliative for security of tenure of employment of workers in Nigeria. It is to be desired therefore that the protective shield enjoyed by vulnerable British workers in the promulgation of unfair dismissal legislation in the UK, should also be extended to Nigeria where hapless, helpless and vulnerable workers are exposed to better-imagined than experienced harrowing conditions of employment in the workplace.

Based the foregoing, the following recommendations are considered necessary for articulation in this paper in other to attain the desired and necessary reforms in labour relations in Nigeria.

As a matter of urgent national importance, the Federal Government of Nigeria should, through the Nigerian Law Reform Commission, initiate a reform of the country's labour laws with a view to developing a framework that will embrace both legal and institutional regimes of the law of unfair dismissal in the country; and taking the provision of improved industrial relations very seriously for its many prospects of enhanced industrial relations in the country and the many positive fallouts culminating in economic advancement for the country. Where there is industrial peace and harmony, then the economy will be set on a sure footing of advancement.

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