APPRAISEMENT OF COLLECTIVE BARGAINING AND AGREEMENT PROCESS AS A MEANS OF SETTLEMENT OF INDUSTRIAL DISPUTE: ASUU AND FGN IN PERSPECTIVE

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Abstract

Collective bargaining which leads to collective agreement is a negotiation process between workers and employers for the settlement of terms and condition of employment. Before 2010, collective agreements were not enforceable in Nigeria unless incorporated into the individual employee's contract of employment. The position, as held by the National Industrial Court of Nigeria (NICN) relying on section 254C (1) (j) (i) & (iv) of the Constitution (as amended) and ILO Convention 98, is that collective agreements are now enforceable. Academic Staff Union of Universities (ASUU) and Federal Government of Nigeria (FGN) have been at loggerheads over the enforcement of numerous collective agreements which have been reached but dishonoured by the latter, leading to several strike actions. The aim of this paper is to appraise the Nigerian law and practice as they relate to collective bargaining and agreements between ASUU and FGN. In achieving this aim, the researcher adopted the doctrinal research method, relying on primary and secondary sources of law. The work finds that there are no sanctions for non-enforcement of collective agreements, and there is a need to align Nigerian laws with international laws and practices.

Key-Words: Collective Agreement, Collective Bargaining, Nigeria Labour Law, Enforcement

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1.**Introduction**

Collective bargaining and collective agreements are components of labour relations which facilitate mutual understanding between employers and employees. Collective bargaining and agreements are necessary due to the inherent power imbalance that exists between employer and employee, even though the employer has always had the upper hand collective bargaining and agreements have helped both sides arrive at mutually acceptable labour relations. Without freedom of association, the achievement of collective bargaining is impossible. The enjoyment of freedom of association by workers enables them to operate in a conducive working environment. It enables workers to have a union where their common interest and goal can be discussed. This is an essential right for workers. This right is duly given recognition both nationally and internationally. It is fundamentally protected by the Constitution of the Federal Republic of Nigeria 1999 (as amended),[1] which grants the right to form or belong to trade union including engaging in collective bargaining.

The unequal bargaining power and various interests between the employer and employee often result in conflicts. It is this imbalance of power that has led to the development of collective bargaining which produces collective agreements.[2] In order to balance bargaining between employer/employee unions, parties developed methods of engagement with a view to resolving the various issues and interests through voluntary negotiation. ASUU is a labour union representing workers employed in public universities. Its emergence enables workers in that sector to seek improvement in working conditions and provides protection for its members. The union was set up in 1978. Over the years the union has engaged the FGN through collective bargaining resulting in several collective agreements. In Nigeria, the provision of section 25 of the Trade Union Act provides that an employer must recognize a trade union upon registration, where persons employed by the employer are members of a trade union provided legal backing for collective bargaining. It paved the way for the union to engage the employer on behalf of their members. Therefore, collective bargaining is seen as a vital instrument of industrial harmony[3].

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[1] Constitution of the Federal Republic of Nigeria 1999 (as amended) s.40.

[2] A A Adeogun, 'The legal framework of Industrial Relations in Nigeria' *The Nigerian Law Journal* [1969] (3) 13-40.

[3] Olulu, R.M and Alor, U.S 'The Principle of Collective Bargaining in Nigeria and the International Labour Organization (ILO) standard' *International Journal of Research and Innovation in Social Standard* (IJRISS) [2018] (11) (2) 63.

This work is aimed at determining the enforcement of collective agreements reached between ASUU and FGN through the rigorous deliberation and negotiations. The focus is also on whether Nigerian labour laws and regulations effectively address the issues relating to the enforcement of collective agreements, and any obstacles hindering the implementation of collective agreements between ASUU and FGN. Recommendations will be proposed to better the legal framework and enforcement status of these collective agreements.

2.Collective Bargaining

Collective bargaining is a process of negotiation between an employer and the representatives of organized employees to determine the conditions of employment such as wages, hours and other benefits[4]. It is seen as collective discussions and negotiation between workers' unions and employer's unions on issues relating to their work with the aim of reaching a collective agreement. It helps employers and employees as achieve an equal balance in negotiation process.

The ILO Convention on collective bargaining[5] defines collective bargaining as extending to all negotiations which take place between an employer, a group of employers or one or more employer's organizations and workers' organizations, for determining working conditions and terms of employment and/or regulating relations between employers and workers' organizations. The major aim of collective bargaining is to reach an agreement, settling the terms and conditions of employment. According to Okene,[6] the improvement in the terms and conditions of workers' employment is the chief task of trade unions, and collective bargaining is the major means whereby trade unions can ensure that the terms and conditions of employment offered to their members are adequate[7]. The relevance of trade unions in industrial relations is purely within the framework of collective bargaining[8]. The purpose of negotiation in collective bargaining is to arrive at an agreement[9]or else the essence is defeated and it becomes a mere exercise in futility. This is why the various definitions of collective bargaining including the

[4] B A Garner, *Black's Law Dictionary* (8thedn., Thomson West 1999) 280.
[5] Collective Bargaining Convention (1981 No. 154).
[6] OVC Okene, *Labour Law in Nigeria* (Clayon and Derrick 2012) 205.
[7] *Ibid* at 207.
[8] Sam Erugo *Introduction to Nigerian Labour Law* (2nd edn. Princeton Publishing Limited 2019) 334.
[9] Friday Nwoke, 'Rethinking the Enforceability of Collective Agreements in Nigeria *Modern Practice Journal of Finance and Investment Law* [2000] (4) (4) 335.

Nigerian Labour Act,[10] regard it as a means of achieving a collective agreement.

The obstacle faced by collective bargaining is the indirect attempt by the Trade Dispute Act to deny workers the right to strike; once the procedures laid down under the Trade Dispute Act are activated[11]. The threat of strike[12] compels employers or their unions to implement the agreement reached during collective bargaining.

3.Collective Agreement

A collective agreement can be seen as a contract between an employer and a labour union regulating employment conditions, wages, benefits, and grievances[13]. It is regarded as a product of a voluntary negotiation between employers' organizations and employee's organizations aimed at regulating the terms and conditions of employment.[14] It shows the agreements reached during the process of bargaining and reduced to writing. It is therefore a product of collective bargaining. It also lays down regulations on how workers should be treated, to ensure that management decisions concerning workers meet the demands of justice and fairness[15]. The intention behind collective agreements is to protect the weaker party which is seen as the employee against the stronger party who is the employer to a contract[16].

A collective agreement takes two forms: procedural and substantive agreements. The procedural agreement deals with the procedure for reaching the substantive agreement, that is, the basic rules and processes that enable smooth negotiation of the substantive issues that constitute substantive agreement. The substantive agreements, on the other hand, concern the substantive subject matter for bargaining and pertain to terms and conditions of employment. Notably parties to a collective agreement are guided by their respective interests which are always conflicting because the employer is concerned with an efficient and

[10] Cap L1 Laws of Federation of Nigeria 2004, 91 defines collective bargaining as the process of arriving or attempting to arrive at a collective agreement.

[11] Sections 4 (6) 9 (13) 3 (14).

[12] *Union Bank Plc v Edet* [1993] 4 NWLR (Pt. 287) 288, where Justice Uwaifo stated thus "It appears that whenever an employee ignores or breaches a term of that agreement resort could only be had, if at all to negotiations between the union and the employer and ultimately to a strike action should the need arise and it be appropriate."

[13] Garner (n.4).

[14] ILO Right to Organize Collective Bargaining Convention (Convention 98 1949) Article 4.

[15] Paul Weller, *Governing the workplace: The future of Labour and Employment Law* (Harvard University Press 1990) 181.

[16] Kahn – Freund Otto, *Labour and the Law* (London: Stevens and Sons 1972) 8.

productive workforce and higher profits while the employees are focused on better terms and conditions of employment. The terms and conditions covered by a collective agreement include wages and benefits, as well as terms and conditions of employment that relate to Job posting, obligations and responsibilities of the employer, the employee and the union and a dispute resolution process (usually a grievance and arbitration procedure).

A collective agreement is the end product of collective bargaining. The practice is not universal both in form and substance. In some jurisdictions, it is regulated by common law, while in some others, like Nigeria, it is regulated also by statute.

3.1 Collective Bargaining and Collective Agreement Regulatory Framework

Collective bargaining is the process that brings together the employer and employee to jointly negotiate working conditions and matters working conditions and affairs that concern their employment. The regulatory framework of collective bargaining and agreements is stipulated both in both national laws and treaties.

3.1.1The Constitution of the Federal Republic of Nigeria, 1999 (As Amended)

Section 40 of the Constitution of The Federal Republic of Nigeria[17] guarantees the right to freedom of association. The section provides that: "Every person shall be entitled to assemble freely and associate with other persons, and in particular he may form or belong to any political party, trade union or any other association for the protection of his interest". By these provisions, collective bargaining and collective agreements have been given the backing of the Constitution.

It is clear that an employer who prevents or bars their employees from joining a trade union is infringing the constitutional right of the employee. Although the Constitution does not specifically grant the right to collective bargaining, it has expressly granted the National Industrial Court of Nigeria (NICN) sole power to consider cases involving the interpretation and application of any collective agreement.[18]Thus, it may be said that the Constitution recognizes the right to bargain collectively because the NICN has been empowered exclusively to consider, evaluate and decide any query regarding the use and interpretation of any collective agreement.

[17] CFRN 1999 (n.1).
[18] (n.1) s.254c (1) (F) (1).

3.1.2 The Labour Act

Another law that gives credence to collective bargaining and agreements is the Labour Act. This Act deals with issues regarding trade unionism, such as provisions on workers' membership involvement in trade unions and trade union activities.[19]

3.1.3 The Trade Union Act

Trade union (Amendment) Act[20], in section 1(1) defines a trade union as "any combination of workers or employers whether temporary or permanent, the purpose of which is to regulate the terms and conditions of employment of workers whether the combination in question would or would not apart from this Act, be an unlawful combination by reason of its purpose being a restraint to trade and whether its purpose do or do not include the provision of benefits to its members." This shows that employees no matter their employment status "whether temporary or permanent" have the right to join or form trade union without prior authorization from their employer in order to improve their employment conditions.

3.1.4 The African Charter on Human Rights

The African Charter on Human Right is relevant in considering the source of collective bargaining since it has been enacted as an Act of the National Assembly.[21] Article 10 of the charter provides that "Every individual shall have the right to free association provided that he abides by the law". Nigeria has ratified this charter and has made it part of its national law by way of enactment of section 12(1) of the Constitution of the Federal Republic of Nigeria 1999 (as amended) which states that "No treaty between the federation and 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". Therefore, it can be deduced from this Act that the African Charter on Human and People's Rights has become part of Nigerian law. The case of *Gani Fawehimi v Abacha*[22] affirms the binding effect of the African Charter since it has been incorporated into Nigerian law by virtue of section 12 (1) of the constitution and therefore has become part of Nigeria *corpus juris.*

3.1.5 ILO Convention 87

Freedom of Association and protection of the Right to Organize Convention 1948 No 87 Article (2) states that workers and employees

[19] Labour Act,2004 Cap. L1.
[20] *Ibid*, 9 (g) (a) and (b).
[21] Trade Union Amendment Act 2005.
[22] African Charter on Human and Peoples' Right (Ratification and Enforcement) Act, 1990 Cap.10.

without distinction whatsoever shall have the right to establish and subject only to the rules of organizations concerned to join organization of their own choosing without previous authorization article (3) (1) workers and employees' organizations shall have the right to draw up their constitutions and rules to select representative in full freedom to organize their administration and to formulate their programmes. The government entities are not allowed to meddle in any way that could limit these rights or prevent their legitimate exercise. This convention was ratified by Nigeria on the 17th of October 1960[23].

3.1.6 ILO Convention 98

Right to Organize and collective bargaining Convention 1949 No 98 Article 1 declares that employees shall be afforded adequate protection against acts of anti-union discrimination with regards to their jobs. This safe guard applies especially to actions intended to force an employee to resign from their trade union membership, terminates their employment, due to his union activities outside of work hours or with the employer's permission.

3.2 Common Law Position on Collective Agreement

Under the common law, collective agreements are not binding or justiciable even though considerable effort goes into reaching decisions between employers and employees. They are regarded as a gentleman's agreement, binding only in honour.[24] The reason for this is that there is never the intention to create legal relations. That legal relation determines enforceability of a contract in the case of *Ford Motor Co. Ltd. v AmalgamatedUnion of Engineering and Foundary workers*[25] is very key as regards the position of common law on the unenforceability of collective agreements. Here, the plaintiff in 1955 negotiated an agreement with 19 trade unions which provided that "at each stage of the procedure has been carried through, there shall be no stoppage of work or other unconstitutional action". In 1968 an application for injunction was brought to restrain two major unconstitutional actions from calling an official strike contrary to the 1955 collective agreement. The main issue in the application was whether the parties intended the agreement to be legally binding arrangement. It was held that there was no intention that the agreement would be legally binding on the parties.

[23] [2000] 6 NWLR (Pt, 660) 228 SC.
[24] I M Adamu, 'Nigeria's compliance with Ratified International Labour Organization (ILO) conventions: An Examination' Unizik Journal of Commercial and Property [2018] (2)(10).
[25] [1969] 1WLR 339.

According to Geoffrey Lane J, there was at the time "a climate of opinion adverse to enforceability"[26]. privity of contract is another argument canvassed for the non-enforceability of collective agreements at common law. The argument is that the privity existing is between employers or employer's associations on the one hand and workers' union on the other hand and not between an individual employee. It implies that the individual employee not being privy to the agreement is prevented at common law from enforcing it even though it was entered for their benefit the decision of Lord Haldane in *DunlopPneumatic Tyre Co. Ltd v Selfridge Ltd*[27] shows the principle that only a person who is a party to a contract can sue on it. It is worthy to note that, the Privity rule is no longer in operation in many jurisdictions around the world. Some jurisdictions have enacted statutes to even allow a stranger to an agreement the right to enforce a term intended to benefit them.

Although common law recognizes some exceptions to the doctrines of privity of contract[28], the right of an individual employee to enforce a collective agreement entered between a trade union of which they are a member and their employer for their benefit is not one of them.

4. Enforceability of Collective Agreements in Nigeria

Before now the principle of privity of contract, which is a component of common law, rendered collective agreements unenforceable unless they were integrated into the employment contracts of individual employees according to the rulings of the courts. Collective agreements wear only legally binding in honour and not enforceable.[29] In *Union Bank of Nigeria v Edet,*[30] the employees' argument that his/her dismissal was illegal under the collective bargaining agreement was not upheld. It was decided that the collective agreements are neither intended nor capable of giving an individual employee the right to institute an action for the breach of any collective agreement nor are they intended to supplement the Employees' rights unless they have been adopted and made part of the terms of Employment. Given that the majority of collective agreements are between employers and trade unions it is evident that the courts would not enforce them due to the privity of contract doctrine.

With the provision of section 254c (2) introduced into the Nigerian Constitution in 2010, empowering the National Industrial Court of

[26] [1969], WLR 339, see also *Nigerian Arab Bank v Shulabu* [1991] 4 NWLR (pt. 186) 450.
[27] *Ibid* at 355.
[28] 10 [1915] A.C. 847.
[29] Itse Sagay, *Nigerian Law of Contract* (Spectrum Books 1993) 489.
[30] [1993] 4 NWLR (Pt. 287) 298 – 299.

Nigeria to execute any treaty that Nigeria has ratified governing employment, labour industrial relations work places and related subject is exclusively in Nigeria, regardless of any other clauses requiring domestication of treaties prior to enforcement, collective agreement can now be enforced by the NIC. Nigeria has approved convention 98 concerning collective bargaining. The implication is that the NICN can enforce collective agreement through section 254c (2). Moreover, the NICN was granted jurisdiction by section 254c (i)(5)(i) in civil causes and proceedings, including those pertaining to the resolution of any disputes regarding the interpretation and implementation of collective agreements.

Collective agreements, which were regarded as gentleman's agreements binding only in honour, are now legally enforceable and justiciable. The Court has been given the statutory power to interpret collective agreement to determine whether the intention was that they were not binding on parties. The common law rule as to the non-binding nature of collective agreement cannot override the clear statutory power of the Trade Dispute Act and National Industrial Court which give the Court the authority to explain and implement collective bargaining agreements. Collective agreements are not only binding on the parties who sign them but are enforceable in court.

In *EnuguState Government v Theophilus Odo and others*[31]. As per the court's ruling collective agreements are now sacrosanct in Nigeria and enforceable and binding by virtue of section 254c (i)(J)(i) iv of the constitution and ILO convention 98 more so, with the elevated status and expansive jurisdiction of the NCN under the law and by virtue of section 7 of the NIC Act, the NCN is vested with exclusive jurisdiction in civil cause and matters relating inter alia to labour including trade unions and industrial relation. There has been great improvement in the authority of the NICN due to the amendment of the constitution through the emergence of the Third Alteration Act 2010 this introduced a new dispensation in the Nigeria Labour Jurisprudence where labour disputes can be resolved with ease and without reliance on the common law practice. His Lordship, Aka Akacha, JSC aptly noted this view when he held as follows.

> The constitution was amended by the Third Alteration to the 1999 constitution which recognized the court as a specialized court and provided in section254c the court's

[31] (Unreported) Suit No: NICN EN/01/2022, Judgement delivered by Arowosegbe O.O 8 March, 2022<https: www.nicn.gov.ng/judgement>accessed 28 June 2024.

> exclusively authority over all matters pertaining to labour and employment. There is a rising need for knowledge in more comprehensive areas of law and specialized courts with restricted and exclusive jurisdiction are thought to address this need. Informality, simplicity and quickness serve as guiding principles in the settlement of labour and employment issues without a question, specialized labour courts will be crucial to the economic growth of the country.

According to the NCN, this development serves as a foundation for the legal recognition of collective bargaining. It further states that this view implies that collective agreements are enforceable and binding since the court has the authority to apply them. The NICN decided that previous stance which regarded collective agreements as binding only on honour, was a common law concept. The NICN is authorized to lessen the effect of this principle in situations where it seems to be at odds with Equity laws[32]. It should be noted that the common law principle states that collective bargaining agreements are gentleman's agreements meaning that an individual employee cannot file a lawsuit for a purported violation of the provisions. It is argued that the provisions of section 254c, sections (7) (i) (c) and (54) of the NIC Act have put an end to the unfairness this position caused to the employees.

The NICN is empowered to analyze collective agreements among other documents in addition, any disagreement pertaining thereto, these provisions imply that the NICN has the authority, to impose collective bargaining agreements. For all intents and purposes, the statutorily mandated approach completely replaces the common law perspective.[33] Since Nigeria accepted both ILO conventions 87 and 98 domestication is not necessary prior to enforcement by the provisions which means that the conventions have been significant for collective bargaining. Section 7 and 6 of the NIC Act which provide a legal foundation, further strengthen this authority. The court must take sound international labour and industrial relations practices into consideration when using any of the authority granted to it by this Act or other legislation. The court will determine what constitutes good international labour and industrial relations practices based on the facts of each case.

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[32] (unreported) suit No: NICN/9/2004, Judgement delivered by Justice B A Adejumo on 18th September 2017 <http://judgment.nicn.gov.ng/> accessed 8th June 2025.

[33] (Unreported) Suit No: NICN/EN/01/2022, Judgment delivered by Justice Arowosegbe O. O on the 8th March 2022 <http://judgment.nicn.gov.ng/> accessed 28th June, 2025.

4.1Analysis of the Attitudes of FGN and ASUU to Collective Agreements

Collective bargaining, which leads to collective agreement provides a means through which workers participate in decisions pertaining to their welfare. It creates an opportunity for workers through their unions to negotiate with their employers. Trade unions exist to negotiate wages and working conditions. ASUU and FGN have been negotiating through collective bargaining leading the union to embark upon several strike actions. The conflict between the federal Government of Nigeria and ASUU has persisted over issues such as poor wages and conditions of services, underfunding and infrastructural neglect of public universities and academic freedom which are affecting the quality of teaching, research and innovation.

This dispute escalated resulting in ASUU declaring a complete and an open-ended strike on the 14th of February, 2022 because of the FGN refusal to meet its demand, including the release of revitalization funds for universities, renegotiation of the 2009 FGN/ASSU agreement, release of Earned Academic Allowances (EAA) for university lecturers as stipulated in the 2009 FGN/ASSU agreement and the use of university transparency and accountability solution. It should be noted that the major contention between the FGN and ASUU is the non-enforcement of collective agreement reached Collective agreements are not enforceable at common law except they are incorporated into individual contract of employment. The reason for the non-enforceability was the absence of intention to create legal relations by the parties. The current position is that collective agreements are now sacrosanct and enforceable by virtue of Section 254c (i) (j) (i) of the 1999 Constitution (as amended) and the ILO Convention 98. This was the position of the NICN in *Enugu State Government v Theophilus Odo and others*[34]. It has been observed hindering enforcement between the FGN and ASUU, including the FGN's refusal to follow best global labour practices, inadequate and prompt budgetary provision, labour regulation's prescription for ministerial interferences and the excessive powers of the minister.

From the above, trade unions can now approach the courts to enforce collective agreements. One of the strengths of collective bargaining and agreement by the FGN and ASUU is the recognition that collective bargaining agreement is no longer gentleman's agreements without enforceability; rather, they now have the full backing of the constitution by the provision of Section 254c (i)(j)(g)(h) of the 1999 Constitution (as amended). The Constitution by virtue of Section 254c (i) has mandated

[34]*Ibid*

the court to expunge all forms of unfair labour practices. Notwithstanding all these backings from the constitution and ILO Conventions, the federal government has always taken them for granted rather than honour the agreement. The FGN has shown that all these theoretical rather than practical in its disposition. However, since the Court has always been the last resort the union has the full backing of the law to sue the FG in the National Industrial Court to get redress. Now that these collective agreements are enforceable employees now have a legal option to approach the court for the interpretation, application and enforcement of collective agreements, Industrial peace and harmony is based on the principle of fairness between employers and employees.

Furthermore, the Minister of Labour plays a vital role in collective bargaining and agreement Section 3(1) Trade Dispute Act 2004, mandates the parties to deposit at least three copies of any collective agreement for the settlement of a trade dispute with the Minister of Labour and Productivity within fourteen days after the agreement's execution. Both parties are legally required to comply with this commitment, failing to do so constitutes an offence that carries ₦100 fine. The Labour and Employment Minister may upon receiving copies of the deposited collective agreement; issue an order stating that all of the agreements provisions of the agreement are binding on the parties to which they pertain failing to abide by this ministerial order is punishable by a fine of ₦ 100 or a term of six months in jail. This indicates a hidden flaw in the collective bargaining process that compromises the legitimacy and dependability of results.

From the above, it can be seen that the Minister of Labour has a role to play when it comes to collective agreement and bargaining especially when a dispute arises from the agreement. The Minister of Labour and employment, is a representative of the government. The powers and functions given to the minister in line with the provision of the TDA tend to lead to enormous abuse. For instance, the minister solely appoints a conciliator, member of the Industrial Arbitration Panel and the Board of Inquiry. This power vested in the Minister is likely to affect the outcome of settlement especially where the government is a party to the dispute, like the situation between FGN and ASUU. The situation whereby FGN is a party to the dispute and also act as judge in most cases does not make collective agreement easily enforceable between them. Usually, the Labour Minister who is a representative of the FGN is a political appointee who has a conflict of interest that affects the outcome of any settlement as it concerns the collective agreements.

No doubt, collective bargaining and agreement are effective for both employers and employees. It has been demonstrated that collective bargaining has contributed to improvement in wages and working conditions, that bringing about equality and balancing to the inequalities that exist between the employer and the employee. It has made room for work place participation where employees are free to discuss issues that affect their welfare. It has created an avenue for the legalizations of rules and increase compliance with statutory or collective agreement provisions. It has helped reduce the inequality between the employer and the employee.

5. **Conclusion**

Collective bargaining leading to collective agreements is a tool used by trade unions to address members' welfare and employment conditions. Collective bargaining can be achieved through freedom of association as guaranteed by section 40 of the 1999 constitution (as amended) which grants employees the right to form or join trade union of their own choice. In order to defend and protect employees' interests, labour statutes and ILO Conventions 87 and 98 give full support to collective bargaining. ASUU over the years has relied on this for an effective collective bargaining process. Collective bargaining was non-enforceable under common law except where it is infused into the individual contract of employment. This position has changed since the advent of section 254c (i)(j)(i) and (iv) of the 1999 Constitution (as amended) which provides that agreements reached collectively are now enforceable. The dispensation of non-enforceability of collective agreement is now over. Collective bargaining has become a means of dispute resolution between ASUU and FGN, ensuring relatively equal power during conflicts and focusing on mutual matters of interest. It is the imbalance of power between employees and employers that has necessitated the desire of workers to come together. It should be noted that the steps taken under Section 254C of the Constitution and the provisions of Section 7(1)(c)(i) and Section 7(6) of the NICN, allowing employees to benefit from agreements reached on their behalf, are commendable. It shows that party aggrieved can go to the NICN to seek redress. However, there remains a need for stringent laws to ensure for the strict enforcement of collective agreement.

6. **Recommendations**

There is an urgent need for legislative and statutory reform in Nigerian labour regulation. There should be provision for strict sanctions to address the failure to enforce collective agreements that have been reached by the parties involved. There should also be a reform of same to align with international best labour practices and global standards. Also,

there should also be a review of the provisions on strike, as the present framework appears designed to frustrate the enforcement of collective agreement.

In the light of the new industrial laws brought about by the Third Amendment Act of 2010, the National Industrial Court will take on a strict stance in enforcing collective agreement. This can be achieved by the Court applying the doctrine of estoppel which has received statutory affirmation in the enabling laws[35] whereby a Court may preclude or stop a person from going back on his word or alleging facts that are contrary to his promises or representation. The application of this principle in collective bargaining leading to collective agreement will make enforcement stricter. Also honouring collective agreements sincerely is essential for minimizing frequent strike actions especially cases of strike action embark by the Academic Staff Union of universities (ASUU) as against Federal Government of Nigeria, and which usually disrupts tertiary education.

[35]*Likoja v First Franchise Service Limited,* (unreported) Suit No: NICN/LA/526/2013 Judgment delivered by Justice Kanyip B.B. on 6th February, 2019, <http://jugment.nicn.gov.ng/> accessed 5th June, 2025.