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Sustainability of collective bargaining enforcement in Nigeria: An analysis of ASUU and FGN

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Abstract
With a focus on collective agreements between the Federal Government of Nigeria and the Academic Staff Union of University, this research investigates the sustainability of collective agreement enforcement in Nigeria. It contends that before to 2010, collective agreements were not enforceable in Nigeria unless they were included in the employment contracts of the workers. However, collective agreements are now enforceable according to the National Industrial Court of Nigeria's ruling in Enugu State Government v. Theophilus Odo and others, which relied on sections 254c (1) (J) (i) and (iv) of the 1999 constitution (as amended) and the ILO Convention 98. Section 254c (i) (J) (i) of the 1999 constitution, which gives the NICN the authority to apply and interpret any subject pertaining to collective agreements, offers a potential means of maintaining the execution of the collective agreement between ASUU and FGN. The essay examines legal concepts regarding the execution of collective agreements in Nigeria using a doctrinal approach. According to the analysis, Nigerian collective bargaining agreements are strictly enforceable.

Keywords : Collective bargaining, Nigeria, ASUU, enforceability, and industrial courts

Introduction
With an emphasis on collective agreements made between ASUU and the FGN, the study explores the legal environment surrounding the sustainability of enforcement of collective agreements in Nigeria. The essay provides a sophisticated grasp of the enforcement of collective agreements via a thorough examination of legal foundations.With a focus on collective agreements between the Federal Government of Nigeria and the Academic Staff Union of University, this research investigates the sustainability of collective agreement enforcement in Nigeria. It contends that before to 2010, collective agreements were not enforceable in Nigeria unless they were included in the employment contracts of the workers. However, collective agreements are now enforceable according to the National Industrial Court of Nigeria's ruling in Enugu State Government v. Theophilus Odo and others, which relied on sections 254c (1) (J) (i) and (iv) of the 1999 constitution (as amended) and the ILO Convention 98. Section 254c (i) (J) (i) of the 1999 constitution, which gives the NICN the authority to apply and interpret any subject pertaining to collective agreements, offers a potential means of maintaining the execution of the collective agreement between ASUU and FGN. The essay examines legal concepts regarding the execution of collective agreements in Nigeria using a doctrinal approach. According to the analysis, Nigerian collective bargaining agreements are strictly enforceable.
ments in Nigeria and how the enforcement of the collective agreement signed by ASUU and FGN may be sustained by incorporating penalties into the Nigerian labour laws and using the legal system instead of going on continuous strike. A few employees of Nigerian public universities created the trade union ASUU in 1978. The union has participated in collective bargaining with the Nigerian federal government throughout the years,

leading to a number of collective agreements that the FGN has failed to execute between 2009 and 2022. This has led to ongoing disputes and many strikes.

1. Definition of Collective Bargaining and Collective Agreements

The concept of collective bargaining and agreement cannot be realised without freedom of association. In order to foster a pleasant work environment, employees are entitled to freedom of association. It enables workers to establish a union where they may talk about their common goals and interests. International labour standards pertaining to worker freedom of association contain three rights: the right to organise, the right to strike, and the right to participate in collective bargaining.

Collective Bargaining: a) A negotiating process or activity that results in or promotes collective agreement is one way to think about collective bargaining [1]. Collective bargaining is defined as the process of attempting to come to an agreement as a group in Section 91 of the Labour Act [2]. Collective bargaining is defined as discussing working conditions, controlling the connection between an employer and employee, or managing the relationship between an employer or group of employers and one or more workers in Article 2 of the 1981 Convention on Collective Bargaining (No. 154).

a)

Collective Agreement: b) According to Section 91 of the Labour Act [3], collective bargaining is the process of attempting to reach a consensus as a group. According to Article 2 of the 1981 Convention on Collective Bargaining (No. 154), collective bargaining encompasses employee-employer interactions, working conditions, and the relationship between an employer or group of employers and one or more employees. Workers' organization is a group that represents workers in a particular area and Employers' organization or a group representing the opposite party's employers.

Additionally, according to section 48 of the Trade Dispute Act, 2004, any written agreement reached between parties to settle disagreements on employment terms and working conditions is referred to as a collective agreement.

a. A worker's representative duly nominated by any worker, employer, group of employers, or worker support organization; and b.One or more labour unions or organisations, or any group of workers' legally appointed representation. Collective agreements were also defined as "any written agreements relating to terms of employment and working conditions concluded between one or more employers' organisations, an employer, or a group of employers, on the one hand, and one or more representative workers' organisations, or in the absence of such organisations, the representatives of the workers duly elected and authorised by them in accordance with national laws and regulations, on the other hand" in International Labour Organization Recommendation No. 91, paragraph 2.[4]

1.1 Legal Framework for Collective Bargaining and Collective Agreements

One aspect of the legal freedom to organise or join a recognised trade union is collective bargaining. The 1999 Constitution (as modified) acknowledged it as a basic human right [5]. Additionally, the freedom to associate is guarantyd by employment laws. The African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act 1983 [8] and the employment Act 2004 [6], Trade Unions Act 2004 [7], Trade Disputes Act 2004, and ILO Conventions 87 and 98 [8] are among the employment laws. However, collective bargaining is specifically covered under ILO Convention 98.

1.1.1 The Constitution

"Every individual has the right to combine and assemble freely," according to Section 40 of the Constitution, safeguarding the basic human right to freedom of association, which includes the capacity to organise and become a member of a trade union. To safeguard their interests, they might form or join a trade union of their choice. Although it isn't expressly mentioned in the constitution, the right to collective bargaining may be inferred from section 40's guarantee of freedom of association. This conclusion stems from the widespread belief that one of the fundamental components of freedom of association is the ability to engage in collective bargaining. [9] Although the Constitution does not specifically confer the power to, the NICN has exclusive authority to hear and settle any issues related to

the interpretation and implementation of collective agreements [10]. Thus, one may claim that the right to collective bargaining is recognised by the Constitution. Collective bargaining is thought to result in collective agreement.Additionally, the Labour Act safeguards the right to freedom of association by prohibiting employers from pressuring employees to join or remain in a trade union, to give up their union membership, to be fired, or to experience any other negative consequences as a result of their union membership or actions.[11]

1.1.2 Trade Union Act

Collective bargaining is recognised in the Trade Union. In order to participate in collective bargaining, all unions registered in an electoral college are required by Section 24(1) to appoint members to represent them in negotiations with the employer. Section 3(1) of the Trade Unions Act requires parties to deposit any collective agreement with the minister of labour and productivity, even if free bargaining is encouraged. [12] The government wishes to monitor or regulate collective bargaining agreements; any violation is regarded as an offence and is punishable by a fine [13].

1.1.3 Trade Dispute Act.

The Trade Dispute Act seeks to acknowledge the concepts of voluntary trade dispute settlement and collective bargaining.[14]. In actuality, it basically establishes forced procedures that seldom let the disputing parties to freely participate in collective bargaining.

1.1.4 African Charter

Articles 10(1) and (2) of the African Charter (Ratification and Enforcement) Act [15] expressly safeguard the freedom to associate and the right not to be coerced into joining an organization. Additionally, the Act states that Nigerian authorities and those with legislative, executive, and judicial power would fully recognise and enforce it [16].

1.1.5 Conventions 87 and 98

The goals or principles of freedom of association, as outlined in ILO Conventions 87 and 98, are generally regarded as essential [17]. They have since been replaced by additional ILO Conventions that deal with specific aspects of freedom of association [18]. Although both Conventions include freedom of association, Convention 98 contains unique provisions for collective bargaining.

1.1.6 ILO Convention 87

According to Article 2 of Convention No. 87, both employers and workers are allowed to organise unions or any other kind of association they want, provided that the competent institution provides direction.

1.1.7 ILO Convention 98

Article 4 of ILO Convention 91 stipulates that in order to regulate employment conditions through a process or instrument of collective agreements, certain measures must be implemented to encourage the development and operation of mechanisms for voluntary negotiation between employers and employees or between employers and employees' organization. Collective bargaining is an essential component of the principles of freedom of association, according to the ILO's governing body [19].

Convention 98 has three primary goals and supports some of the provisions of Convention No. 87.

a. Promoting group discussions.

b. Preventing anti-union discrimination during the recruiting process, during employment, and after the employment connection ends; and c. Protecting against efforts to interfere with the foreign activities of the organisations that represent employers and workers [20].

2. Enforcement of Collective Agreements in Nigerian Law

Collective agreements were formerly invalid unless they were included into individual employee employment contracts due to the common law concept of privity of contract. Collective agreements are not enforceable and are only legally binding in honour, according to the courts [21]. The employees' claim that her termination violated the collective bargaining agreement was rejected in Union Bank of Nigeria v. Edet. It was determined that unless they have been adopted and incorporated into the terms of employment, collective agreements are not intended to supplement employees' rights or to grant an individual employee the ability to file a claim for violation of any collective agreement [22]. The privity of contract concept makes it clear that the courts will not uphold collective

agreements since most of them are between employers and trade unions. A person is not a party to anything if they hope to benefit from it. The following standards might determine whether a collective agreement is legally enforceable against certain employers and employees, according to Ubaezomu JCA in ACB Public Limited Company v. Nwodika [23]. include the terms of any service agreement, court documents and evidence, or the actions of the parties. Additionally, common law practice, which is enforceable in honour, used to govern collective agreements in Nigeria. An individual employee who questions the basic right to freedom of association and attempts to enforce the collective bargaining agreement was dealt with harshly. Regardless of any other clause requiring domestication of treaties prior to enforcement, the National Industrial Court of Nigeria [24] is now empowered to execute any treaty that Nigeria has ratified governing employment labour, industrial relations, work places, and related subjects exclusive to Nigeria thanks to the 2010 addition of section 254(c) to the 1999 Constitution. Notably, Nigeria has given its approval [25]. Given that Nigeria has accepted Convention 98, it follows that the NICN may enforce collective agreements via section 254c (2) [26]. The clause does not need domestication prior to implementation. It is clear that NICN has deviated from common law practice and the idea that collective bargaining agreements are legally obligatory. Furthermore, section 254c (1)(J)(1) gave the NICN authority over civil cases and processes, including those involving the settlement of disagreements over the interpretation and application of collective agreements. Therefore, a collective agreement that was formerly thought to be a gentleman's agreement that was only binding in honour is now justified and enforceable by law. Schlumberger Anadrill Nigeria Limited v. Petroleum and Natural Gas Staff Association of Nigeria [27]. In this instance, the court concluded that it is a court of justice where collective agreements are held to have binding effect on the parties that sign them by interpreting the provisions of section 7 of the National Industrial Act 2006, which is in par Material with section 254c(1)(J) (1) of the 1999 Constitution (as amended). Over time, courts have been given statutory competence to interpret collective agreements for this reason. If a collective agreement was intended to be non-binding on the parties, the court cannot be granted the statutory authority to interpret it. The obvious statutory authority of the Trade Dispute Act and the National Industrial Court Act, which provide the court the jurisdiction to interpret and carry out collective bargaining agreements, cannot be superseded by the common law norm about the non-binding character of collective agreements. Collective bargaining agreements are enforceable in court as well as binding on the parties that sign them. Enugu State Government v. Theophilus Odo & Others [28] is the most recent example. According to the court's decision, collective agreements are now considered sacred in Nigeria and are enforceable and binding under ILO Convention 98 and section 254c (1) (J) (i) of the Constitution. Furthermore, the NICN is granted exclusive jurisdiction in civil cases and issues pertaining to labour, including trade unions and industrial relations, due to the NICN's elevation and broad authority under the statute and section 7 of the NIC Act. The Third Alteration Act of 2010, which introduced a new dispensation in Nigerian labour jurisprudence where labour disputes can be resolved with ease and the relaxation of common law practice, greatly improved the authority of the NICN. Union Bank of Nigeria v. Valentine Ikechukwu Chiazor [29]. The National Industrial Court of Nigeria claims that this development forms the basis for collective bargaining's legal recognition. It went on to state that because the court has the power to implement collective agreements, this perspective suggests that they are binding and enforceable. The NICN determined that the prior position, which considered collective agreements to be solely honourable, constituted a common law concept. Because sections 13 and 15 of the NIC Act do not stand, the NICN is permitted to reduce the impact of this principle in circumstances where it seems to be in conflict with equity legislation.

In conclusion, collective bargaining agreements are gentleman's agreements according to the common law norm, which means that an employee cannot sue for allegedly breaking the terms. Section 254c, (2) of the 1999 Constitution, as well as sections 7 (1) (c) and (54) of the NIC Act, have shown that the injustice this provision inflicted upon workers has been eliminated. Among other documents, the NICN has the authority to examine collective agreements. Furthermore, these terms suggest that the NICN has the power to enforce collective bargaining agreements. It is possible to argue that the Acts' provisions pertaining to the

execution of collective agreements are essentially disputed. The common law viewpoint provision is entirely replaced by the legislative procedure. The NIC Act's Sections 7 and 6, which provide a legal basis, require the court to exercise any power provided to it by the Act or the laws with good international labour and industrial relations practices in mind. Good intended labour and industrial relations shall be taken into consideration by the court. Based on the study of each case's circumstances, it is clear that Nigeria has statutory authority to enforce collective agreements, and the

These statutory measures have remedied the common law viewpoint. As things are, the collective bargaining agreement between ASUU and the FGN can be maintained without the union continuously going on strike, which would be detrimental to the institutions. The National Industrial Court of Nigeria has the legal authority to seek remedy if any party violates the terms of the collective agreement. An appeal may be filed in the Court of Appeals if a judgement is rendered and neither side is satisfied.

2.1 An Overview of collective bargaining and collective agreements reached between ASUU and the FGN

The Nigerian Association of University Teachers (NAUT) gave rise to ASUU. Since its founding in 1965, the NAUT has been in charge of academic staff at the Universities of Ibadan, Nigeria, Nsukka, Ahmadu Bello University, Zaria, Ife, and Lagos. NAUT's primary goals were to enhance job conditions and the nation's socioeconomic and political well-being. The oil boom had already started when ASUU was founded in 1978. The country had to cope with the consequences of its leaders' failure to take advantage of the boom to boost productivity and improve the social welfare system. The military rule had a major impact on social liberties. Academic independence and university autonomy led to the underfunding of universities under the military dictatorship, which also hurt the education sector. These circumstances forced the Academic Union to change its course beginning in 1980. ASUU took a more radical turn as its focus expanded to cover more national problems. Additionally, it firmly opposed the country's repressive and anti-democratic practices.

The Academic Staff group of Universities (ASUU) is a labour group that was founded by certain government workers in an effort to enhance Nigeria's educational system. The Academic Staff Union of Universities protects its members and resolves conflicts when they arise. In 1980, ASUU began its first industrial action when six institutional of Lagos students' positions were terminated as a result of the Justice Belonwu Visitation Report Panel's conclusions about academic freedom and institutional autonomy. Because of this, ASUU went on further strikes in 1980 and 1981 to demand improvements to the whole university system, financing for institutions, a reversal of the brain drain problem, and poor pay and working conditions. The extended university pay system (EUSS) was discussed in 1983, but since it was never put into practice, it became a divisive issue in 1988. The failure to apply the rules put in place to resolve previous disagreements has been a recurring problem in ongoing conflicts.

In 1984, ASUU went on strike against the military regime's dictatorial order 16 of 1985, which gave the National institutions Commission the authority to take over the senate's responsibilities and gave outside forces control over the curriculum in Nigerian institutions. Additionally, they went on strike to protest economic deregulation.ASUU went on strike in 1986 to protest the implementation of Structural Adjustment Programs (SAP) by Ibrahim Babangida's government, as well as the killings of union members at Ahmadu Bello University in Zaria at the hands of mobile police. The federal government at the time accused ASUU of attempting to topple the Babangida regime. The union went on strike in 1987 to demand the establishment of an expanded university wage scale and the formation of a joint negotiating committee between ASUU and the federal government. Dr Festus Iyayi's nomination as ASUU president and executive member was terminated by then-education minister Prof. Jibru Aminu due to Iyayi's opposition to the vice chancellor at the University of Benin and ASUU's ban. During the 2013 ASUU prolonged strike, Dr. Festus Iyayi tragically died in a terrible vehicle accident.

ASUU was de-proscribed in 1990 and went on strike in May and July of that same year when negotiations between the union and the federal government over working conditions at Nigerian universities broke down. An agreement was signed in September 1992. The union was banned

once again as a result of ASUU's rejection of the Industrial Arbitration Panel's (IAP) 1993 directive to stop industrial action and start negotiations. ASUU went on strike in 1994 to demand renegotiation of the 1992 agreement, reinstatement of over eighty lecturers whose appointments had been terminated by Prof. Isa Mohammed, Vise Chancellor of the University of Abuja, and opposition to the annulment of the June 12, 1993 presidential election, which was thought to have been won by M.KO Abiola. Additionally, ASUU went on strike in 1996 when Dr. Assisi Asobie, its president, was expelled. More strikes were announced in 1999 and 2000 because to pay concerns and challenges with government support for the sector. In 2001, ASUU demanded action on issues concerning university finance. The union also called for the reinstatement of 49 lecturers who had been dismissed from the University of Ilorin due to their participation in the last labour strike. ASUU's 2003 strike was caused by a number of factors, including the failure to execute previous agreements, insufficient financing for the institution, and disparities in pay, retirement age, and non-implementation. Between 2003 and 2011, a number of actions were taken based on the non-implementation of the aforementioned issues due to the federal government's refusal to follow previous agreements and its attempts to change the collective bargaining process or framework, which requires union members to negotiate with their university governing council due to the autonomy approved in 2003. The 2009 agreement that set the retirement age for university teachers—which was increased to 70 by the national assembly in 2012—is not signed by the representatives appointed by the federal government to negotiate on its behalf.

However, ASUU remained illegal until 1998, when General Abdulsalami's new administration took office. In an attempt to restore the military's honour, all ASUU members who had been purged during the Abacha regime were rehabilitated. This led to the May 25, 1999, ASUU agreement with the Abdulsalami administration. The agreement was just a temporary fix to raise academic staff pay since it simply modified university employees' allowances with the promise of further talks. Funding and autonomy concerns were not addressed, nor was basic pay considerably altered (ASUU, 2001). Obasanjo's civilian administration had assumed control by the time these talks began. The Obasanjo dictatorship, which brought democracy in 1999, had a separate agenda for the education sector from 1999 to 2007. Beginning in 2001, the federal and provincial governments decided to provide at least 26% of their annual budgets for education, with an increase beginning in 2003. Of these sums, half would go toward higher education.

However, the talks fell through once the 2001 budget was released, and the ASUU went on strike once again in 2001. In order to complete more formal discussions, the administration then contacted ASUU based on an informal agreement to end the strike. These discussions took place, however the ASUU withdrew and resumed their strike after barely one week. 49 ASUU members who had refused to terminate the strike earlier in June 2001 were sacked by the University of Ilorin in Kwara State due to pressure from the government. In return for 68 million dollars from a World Bank loan meant to improve educational standards, the deal also sought to deny the union the ability to engage in collective bargaining. The June 30, 2001, deal, which included additional guarantees and a 22% pay rise for university staff, was the result of all these events. The end of collective bargaining, the imposition of fees, the expulsion of the 49 UNILORIN professors, and the $68 million World Bank loan under the controversial NUSIP8 World Bank Project 2002 and 2003 all contributed to a variety of strike actions.

In 2007, ASUU went on strike for three months. It held two one-week warning strikes in May 2008 to demand things like an improved compensation plan and the reinstatement of 49 professors who had been sacked from the University of Ilorin. Due to disagreements with the federal governments over an agreement that the union and the federal governments had signed about 2.5 years earlier, ASUU members at Federal and State Universities throughout the nation were ordered to go on an indefinite strike in June 2009. The ASUU and other staff unions signed a memorandum of understanding with the government in October 2009 to put an end to the three-month work stoppages. Before the most recent ASUU strike, the National Executive Council (NEC) of the ASUU convened at the University of Port Harcourt on Tuesday, November 29, 2011, and Thursday, December 1, 2011. The meeting's objectives were to examine a variety of topics, such as the degree of adherence to the 2011 ASUU/FGN memorandum of

understanding (NOU) regarding the Agreement's implementation, the government's unilateral dissolution of the Universities Governing Council, the status of the nation, including the purported elimination of fuel subsidies, and the ongoing institutional accreditation. The union initiated an indefinite strike that lasted for fifty-nine days until being called off on February 1st, 2012, as a result of the parties' lack of communication. Another warning strike was initiated by ASUU on August 30, 2012. The academic activities of the institution are in complete chaos as a result of all of them. Since 2013, ASUU has gone on strike on a regular basis. The most recent strike lasted eight months, from February 14, 2022, to October 17, 2022. The Earned Academic Allowance (EAA), a financial agreement that both parties had signed, had not been executed, thus the union went on strike. The rebuilding of the 2009 FGN/ASUU Re-negotiation Committee, visiting panels, state universities, pay gaps, and the non-remittanceExamples of the problems at hand include withholding wages and check-off dues. The government has not fulfilled its commitments since the agreement was established in 2009, according to ASUU; however, the minister of labour said that the government has fulfilled part of its obligations and that other requirements could not be fulfilled due to a lack of resources. The parties started negotiating again in 2022. According to the agreement of action established at the conciliation conference in Abuja on December 22, 2020, the parties pledged to work together to combat corruption in the educational system. The government's poor commitment to paying the EAA, its continued use of the integrated personnel payroll information system, its refusal to adopt UTAS, and the growth of universities in the nation are all signs that the government is unwilling to fulfilll its end of the bargain now that the union has realised its share of the responsibility. Furthermore, it is clear that ASUU initiated the strike on February 14, 2022, in response to the Federal Government's refusal to fulfilll some of its demands, which included the deployment of the university transparency and accountability solution (UTAS), the release of revitalisation funds for universities, and the renegotiation of the 2009 FGB/ASUU agreement. These are some of the main requests made by ASSU.

(a) Funding to revitalise public universities. In 2009 and 2013, the Federal Government signed agreements with the union. agreed to invest N1.3 trillion in six sectors of public universities; however, since 2013, only N200 billion has been made available.

(b) Earned Academic Allowance (EEA) settlement. In 2019, the Federal Government agreed to pay lecturers EAA but did not follow through. Nothing was paid despite the government's final approval of the payment, which began with the first tranche of the backlog of allowances in November 2019 and the second installment by August 2020. The Federal Government agreed to pay N40 billion in 2020. Additionally, it said that 38 institutions had received N22:127 billion in earned allowances for both academic and nonacademic staff.

(c) FGN (ASUU) 2009 Renegotiation Committee reconstitution. In order to examine university autonomy and academic freedom, the Federal Government consented to revise the 2009 agreement. A separate wage was one of the conditions of service. The unified university academic remuneration structure will be used for university professors. A seven-person committee headed by Nimi Briggs was established by the government thirteen years later to revise the 2019 agreement.

(d) Adoption of UTAS The government must adopt its own UTAS, as proposed by ASUU in opposition to the implementation of the integrated payroll and personnel information system (IPPIS).

(e) The union demanded that the government visit its universities every five years in accordance with the legislation, however the most recent visit took place in January 2011. In the end, the government established ten panels for thirty-six universities, six for twenty-five polytechnics, and five for twenty-one colleges of education.

(f) Grow in higher education. In order to address the rise in universities, the union is requesting that the Nigeria Universities Commission (2004) Act be reviewed.

(g) Salary withholding and failure to pay check-off obligations. The December 22, 2020 Memorandum of Action has these. Between February and June 2020, ASUU refused to return check-off dues and accused the Federal Government of deducting them on the union's behalf.

(h) The union seeks to allocate 26% of Nigeria's yearly budget to education, with half of that amount going to universities, in order to enhance the education system.

With the exception of professorial cadre, who

would get a 35 percent salary rise, the union rejected a federal government plan to boost wages by 23.5 percent for other staff categories at federal institutions. According to the government, allowances for academic and non-academic staff members' ad hoc tasks will henceforth be paid as and when they become due by the governing councils of institutions to whom such services are provided and the employees who provide such services. The government suggested adding N150 billion to the 2023 budget in order to revitalise federal universities. The funds would be disbursed to the institutions in the first quarter of that year. Additionally, the plan called for paying outstanding EAA arrears in the first quarter of 2023 with N50 billion from the 2023 budget. ASUU, however, has rejected the offer, stating that it does not meet their individual demands for resolving the problems with the university system. The government's labour and employment minister said that the FGN would not enter into any contracts that it was unable to complete. It is evident from the aforementioned that the union is requesting that the federal government uphold its 2009 pledges to improve university financing and working conditions. The government is still of the opinion that they will not be able to carry out their financial obligations under the agreement due to financial difficulties. It should be mentioned that continuity is a characteristic of the government.

2.2 Possible way to sustain the enforcement of collective agreement between ASUU & FGN

Section 254c (2) of the 1999 constitution (as amended), which gives the NICN exclusive authority to apply any treaty that Nigeria has ratified regarding employment, labour, industrial relations, the workplace, and matters related thereto, makes it possible to maintain the enforcement of the Collective Agreement between ASUU and FGN despite other constitutional provisions requiring domestication of treaties prior to enforcement. Furthermore, the NICN has been given the authority to interpret and implement collective bargaining agreements. As a result, ASUU may enforce the collective agreement by going to the NICN rather than continuously going on strike.

Conclusion

Section 254c (2) of the 1999 constitution (as amended), which gives the NICN exclusive authority to apply any treaty that Nigeria has ratified regarding employment, labour, industrial relations, the workplace, and matters related thereto, makes it possible to maintain the enforcement of the Collective Agreement between ASUU and FGN despite other constitutional provisions requiring domestication of treaties prior to enforcement. Furthermore, the NICN has been given the authority to interpret and implement collective bargaining agreements. As a result, ASUU may enforce the collective agreement by going to the NICN rather than continuously going on strike.

References

1. Gerrigon B, Odero A, et al. Collective bargaining principles. International Labour Law Review, 2000, 139(33):53.
2.CAP L1. Nigerian Federation Laws; c2004.
3. Ibid.
4. The recommendation of the ILO Collective Agreement (No. 91). 1951. accessible at https://www.ilo.org [accessed September 28, 2024].
5. Federal Republic of Nigeria Constitution, c. 1999 (as amended).
6.CAP L1. Nigerian Federation Laws; c2004.
7.CAP T14. Nigerian Federation Laws; c2004.
8. Nigerian Federation Laws. CAP T18; c2004.
9. ILO. Freedom of Association: A compilation of the committee's rulings. 6th ed., c2018. accessible at http://www.ilo.org [accessed September 20, 2024].
10. Federal Republic of Nigeria Constitution, c. 1999 (as amended).
11.Agomo C. Legal protection of workers' human rights in Nigeria: regulatory reforms and difficulties. In: Novitz T, Wick C, editors. Human rights at work: legal and regulatory considerations. 2001; UK: Hart Publishing Ltd., pp. 242-65.
12. Laws of the Federation of Nigeria, Section 3 (1), CAP 14.
13. Ibid., Section 3 (1) (b).
14. The African Charter (Enforcement and Ratification) Act. Laws of the Federation of Nigeria, CAP 10, c. 1990.
15. The African Charter (Ratification and Enforcement) Act Preamble.
16. Dunning H. The history of Convention No. 87 on the right to organise and freedom of association. International Labour Review, 1998, 137:149-63.
17. Ibid.
18. ILO. Freedom of Association: A compilation of the committee's rulings. 2018, 6th ed.

Paragraph 1313. 19. Ibid.
20. Edet v. Union Bank of Nigeria (1993) 4 NWLR (Pt. 287): 298-299.
21. Ibid.
22. Unreported Suit Number: NICN/PHC/691/2013. On July 22, 2021, Justice P. I. Hamman rendered a decision. The URL is http://judgment.nicn.gov.ng/ [accessed June 5, 2023].
23. The 1999 Constitution (as modified). Section 254C (2).
24. ILO Conventions 87 and 98. The URL is http://www.ilo.org/dgn/normlex/en [accessed June 22, 2023].
25. Ibid. 26. (Unreported) NICN/9/2004 Suit No. On September 18, 2017, Justice B. A. Adejumon gave the ruling. The URL is http://judgment.nicn.gov.ng [accessed August 5, 2023].
27. Unreported Suit Number: NICN/EN/01/2023. On March 8, 2022, Justice Arowosogbe O. O. gave the ruling. The URL is http://judgment.nicn.gov.ng/ [accessed October 5, 2023].
28. Unreported Suit Number: NICN/LA/22/2014. On July 12, 2016, Justice Kanyip B. B. gave the ruling. The URL is http://judgment.nicn.gov.ng/ [accessed October 5, 2023].
29. First Franchise Service Limited v. Likoja. NICN/LA/526/2013 is the unreported suit number. On February 6, 2019, Justice Kanyip B. B. gave the ruling. The URL is http://judgment.nicn.gov.ng [accessed October 2023].