International Journal of Law, Justice & Statutory Affairs
Volume 2, Issue 2, 2026

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

Kexin Wang1 Yujie Guo2
Faculty of Law
University of Malaya, Kuala Lumpur, Malaysia

Research Article

Date of Submission: 07-03-2026 **Date of Acceptance: 26-04-2026** **Date of Publication: 16-05-2026**

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: Nigeria, ASUU, collective bargaining, 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 article provides a nuanced understanding of the enforcement of collective agreements in Nigeria through a thorough analysis of legal principles. It also discusses how the use of court mechanisms and the incorporation of sanctions into Nigerian labour laws, as opposed to engaging in continuous strike action, can support the enforcement of the collective agreement reached by ASUU and FGN. 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

Without freedom of association, the idea of collective bargaining and agreement cannot be realized. Employees have the right to freedom of association in order to create a positive work environment. It makes it possible for the employees to form a union where they may discuss their shared interests and objectives. Three rights are included in international labor standards related to worker freedom of association: the right to strike, the right to organize, and the right to engage in collective bargaining.

a) **Collective Bargaining:** One way to conceptualize collective bargaining is as a negotiation process or activity that leads to or encourages collective agreement [1]. Section 91 of the Labour Act [2] describes collective bargaining as the practice of trying to reach a consensus as a group. Article 2 of the 1981 Convention on Collective Bargaining (No. 154) defines collective bargaining as talks about working conditions, managing the relationship between an employer and employee, or managing the relationship between an employer or group of employers and one or more employees.

b) **Collective Agreement:** Section 91 of the Labour Act [3] says that striving to come to an agreement as a group is the practice of collective bargaining. Employee-employer interactions, working conditions, and the relationship between an employer or group of employers and one or more employees are all considered aspects of collective bargaining, according

to Article 2 of the 1981 Convention on Collective Bargaining (No. 154) this includes the following:

- Workers' organization or an organization acting for workers of the one part and
- Employers' organization or an organization acting for employers of the other part.

Also, section 48 of the Trade Dispute Act, 2004 says any formal agreement formed between parties for the purpose of resolving disputes and relating to the terms of employment and working conditions is referred to as collective agreement arrived between:

a. A worker's representative who has been properly appointed by anybody of workers, an employer, a group of employers, or organizations supporting workers; and
b. One or more labour unions or organizations, or the legally designated representative of any group of workers.

The International Labour Organization Recommendation No. 91, paragraph 2, additionally defined collective agreements as "any written agreements relating to terms of employment and working conditions concluded between one or more employers' organizations, an employer, or a group of employers, on the one hand, and one or more representative workers' organizations, or in the absence of such organizations, the representatives of the workers duly elected and authorized by them in accordance with national laws and regulations, on the other hand."[4]

1.1 Legal Framework for Collective Bargaining and Collective Agreements

Collective bargaining is one facet of Freedom of association which also includes the legal right to organize or join a recognized trade union. It has been recognized as a fundamental human right in 1999 constitution (as amended) [5]. Furthermore, labour legislations also provide for a right to associate. The labour legislations include: Labour Act 2004[6], Trade Unions Act 2004[7], Trade Disputes Act 2004, and the African Charter on Human and Peoples' Rights (Ratification and Enforcement) Act 1983[8] ILO Conventions 87 and 98 also guarantee Freedom of Association. But ILO Convention 98 specially covers collective bargaining.

1.1.1 The Constitution

Section 40 of the Constitution states that "Every individual has the right to combine and assemble freely," protecting the fundamental human right of freedom of association, which includes the ability to form and join a trade union. They may establish or join a trade union of their choosing in order to protect their interests. The right to Collective bargaining can be deduced from section 40's protection of freedom of association, even though it isn't stated explicitly in the constitution. The general consensus that the capacity for collective bargaining is one of the essential elements of freedom of association leads to this conclusion. [9] The NICN has exclusive jurisdiction to hear and resolve any disputes pertaining to the interpretation and application of Collective agreements, even though the Constitution does not expressly grant the right to [10] Therefore, it might be argued that the Constitution acknowledges the right to negotiate collectively. Collective agreement is seen as the outcome of Collective bargaining.

1.1.2 Labour Act

Furthermore, the Labour Act protects the right to freedom of association by forbidding employers from forcing workers to become or stay members of a trade union, to renounce their union membership, to be fired, or to suffer any other unfavorable outcomes because of their union membership or actions.[11]

1.1.3 Trade Union Act

In the Trade Union, collective bargaining is acknowledged. All unions that are registered in an electoral college must designate members to act as their representatives in talks with the employer in order to engage in collective bargaining, according to Section 24(1). While free bargaining is encouraged, parties must deposit any collective agreement with the minister of labor and productivity in accordance with section 3(1) of the Trade Unions Act. [12] any infraction is considered an offense and is subject to a fine [13] that the government wants to have control over or regulate collective bargaining agreements.

1.1.4 Trade Dispute Act.

Collective bargaining and voluntary trade dispute resolution are notions that trade dispute Act aims to recognize.[14]. The truth is that it essentially solidifies mandatory procedure that hardly ever allow the parties in dispute to freely engage in collective bargaining.

1.1.5 African Charter

The right not to be forced to join an association and the freedom to associate are both specifically protected under Articles 10(1) and (2) of the African Charter (Ratification and Enforcement) Act [15]. The Act additionally stipulates that it will be fully recognized and enforced by Nigerian authorities and people with legislative, executive and judicial authority [16].

1.1.6 Conventions 87 and 98

As stipulated in ILO Conventions 87 and 98, the objectives or tenets of freedom of association are typically considered vital [17] they have subsequently been succeeded by further ILO Conventions that address particular facets of freedom of association [18] while the freedom of association is included by both Conventions, Convention 98 makes special provisions for collective bargaining.

1.1.7 ILO Convention 87

The provisions of Article 2 of convention No. 87 stipulate that employers and employees alike are free to form unions or other organization of their choice, based on the guidance of the relevant organization.

1.1.8 ILO Convention 98

In Accordance with Article 4 of the ILO Convention 91, states that specific measures must be put in place to promote the growth and operation of mechanisms for voluntary negotiation between employers and employees or between employers' and employees' organization, with the aim of regulating employment conditions through a process or instrument of collective agreements. According to governing body of the ILO, collective bargaining is a fundamental part of the rules of freedom of association [19]

Convention 98 support certain aspects of Convention No. 87 and has three main objectives.

a. The encouragement of group negotiations.
b. Safeguards against instances of anti-union discrimination during the hiring process, during employment and after the employment relationship ends, and
c. Shielding against any attempts to meddle in the international operations of the organizations that represent employers and employees [20].

2. Enforcement of Collective Agreements in Nigerian Law

Prior to now the principle of privity of contract which is a component of common law, made collective agreements unenforceable expect they were integrated into the employment contracts of individual employee. In accordance with the courts, collective agreements are only legally binding in honour only and not enforceable [21]. In Union Bank of Nigeria v Edet, the Employees' argument that her dismissal was illegal under the Collective bargaining agreement was not upheld. It was decided that collective agreements are not meant to give or capable of giving an individual employee the right to institute an action for breach of any collective agreement, nor are they intended to supplement the employees' right unless they have been adopted and made part of the terms of employment [22]. Given that the majority of collective agreements are between employers and trade unions, it is evident that the courts will not enforce them due to the privity of contract doctrine. A person who wants to gain something from it is not a party to it. In ACB Public Limited Company v Nwodika [23] Ubaezomu JCA listed the following criteria that could establish whether a collective agreement is legally enforceable against specific employers and workers Includes the agreement in any service contract, court filings and proof, or the party's conduct. In addition, collective agreement in Nigeria before was regulated by common law practice which is binding in honor. An individual worker who tries to uphold the collective bargaining agreement and challenges the fundamental right to freedom of association was severely dealt with.

Now, with the provision of section 254(c) which was introduced in 2010 into the 1999 Constitution empowers the National Industrial Court of Nigeria [24] to execute any treaty that Nigeria has ratified governing employment labour, industrial relations, work places, and related subjects exclusive to Nigeria, regardless of any other clause requiring domestication of treaties prior to enforcement. It is important to note that Nigeria has approved this [25]. The implication is that the NICN could enforce collective agreement through section 254c (2) so far Nigeria has ratified Convention 98[26]. Domestication is not required before implementation by the provision. It is evident that NICN has departed from common law precedent and the view that collective bargaining agreements are enforceable and binding. Moreover, the NICN was granted jurisdiction by section 254c (1)(J)(1) in civil cases and proceedings including those pertaining to the resolution of any disputes regarding the interpretation and implementation of collective agreement. So collective agreement which was regarded as gentleman agreement binding in honour only is now legally enforceable and justifiable. In Petroleum and Natural Gas Staff Association of Nigeria v Schlumberger

Anadrill Nigeria Limited [27]. In this case in interpreting the provisions of section 7 to the National industrial Act 2006 which is in par Material with section 254c(1)(J) (1) of the 1999 Constitution (as amended) the court determined that the court is a court of justice where collective agreements are held to have binding effect on the parties that sign them. It is for this purpose that court have over time granted statutory jurisdiction to interpret collective agreement. The court cannot be given the statutorily power to interpret collective agreement if the intention was that they were not binding on the parties. The common law rule as to the non-binding nature of collective agreement cannot override the clear statutorily power of the Trade Dispute Act and the National Industrial Court Act which gives 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 as such in court. In the most current instance in Enugu State Government v Theophilus Odo & Others [28]. As decided by the court ruling, collective agreements are now sacrosanct in Nigeria and enforceable and binding by virtue of section 254c (1) (J) (i) of the Constitution and ILO Convention 98. Moreso, with the elevation and expansive jurisdiction of the NICN under the law and by virtue of section 7 of the NIC Act, the NICN is vested with Exclusive jurisdiction in civil cause and matters relating inter alia to labour, including trade unions and industrial relation. There is great improvement on 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 the relaxation of the common law practice. In Valentine Ikechukwu Chiazor v Union Bank of Nigeria [29]. According to the National Industrial Court of Nigeria, this development serves as the foundation for the legal recognition of collective bargaining. It continued by saying that this view implies that Collective agreements are enforceable and binding since the court has the authority to apply them. The NICN decided that the previous stance, which regarded collective agreements as binding only on honor was a common law idea. The NICN is authorized to lessen the effect of this principle in situations where it seems to be at odds with equity laws by virtue of sections 13 and 15 of the NIC Act does not stand.

In conclusion, the common law principle states that collective bargaining agreements are gentleman's agreements, meaning that an employee cannot file a law suit for a purported violation of the provisions. It is now settled that by the provisions of section 254c, (2) of the 1999 Constitution sections 7 (1) (c), and (54) of the NIC Act have put an end to the unfairness this provision caused to employees. The NICN is empowered to analyze collective agreements among other documents. Also, any issues pertaining thereto, these clauses imply that the NICN has the authority to impose collective bargaining agreements. One could suggest that the Acts' sections regarding the enforcement of Collective agreements uncontested for all intents and purposes. The statutory mechanism completely replaces the common law perspective provision. Section 7 and 6 of the NIC Act, which offer a legal foundation, enjoin the court to take good international labour and industrial relations practices into consideration when applying any of the authority granted to it by the Act or the legislation. The court will consider what constitute good intentional labour and industrial relations. Practices based on the facts of each case from the analysis, it is evident that enforcement of collective agreement in Nigeria has been empowered statutorily and the common law stance has been cured by this statutorily provisions. With this current position, the collective agreement between ASUU and the FGN can be enforced without the union constantly going on strike action causing negative effect to the universities. If any of the party fails to honour Collective agreement entered, they can approach the National Industrial Court of Nigeria to seek redress as it has been empowered to do so by law. If judgment is given and either of the party is not satisfied an appeal can be filed at the Court of appeal.

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

ASUU emanated out of the Nigerian Association of University Teachers (NAUT). The NAUT commenced in 1965, overseeing Academic Staff in the University of Ibadan, University of Nigeria, Nsukka, Ahmadu Bello University, Zaria, University of Ife and University of Lagos: The aim of NAUT was majorly for improvement in the terms of employment, the socio-economic and political wellbeing of the country. When ASUU was established in 1978, the oil boom had already begun. The nation had to deal with the fallout from its leaders' incapability to exploit the boom to increase output and better the social welfare system. The impart of the military dictatorship on societal freedoms was significant. The lack of funding of the universities under military dictatorship was the result of academic freedom and university autonomy, which also caused a loss for the education industry. Due to these situations, the Academic Union had to restructure its direction starting in 1980. As ASUU's focal point widened to include more national issues, its direction became more radical. It also solidly resisted the nation's oppressive and undemocratic policies.

In an attempt to improve Nigeria's educational system, a labor organization known as the Academic Staff organization of Universities (ASUU) was born out of contacts between some government employees. The Academic Staff Union of Universities gives protection to its members and to address disputes as they come up. Following the termination of six University of Lagos students' appointments due to the Justice Belonwu Visitation Report Panel's findings regarding university autonomy and academic freedom, ASUU initiated its first industrial action in 1980. As a result, in 1980 and 1981, ASUU conducted additional strikes in order to demand funding for universities, a reversal of the brain drain issue, inadequate salaries and working conditions, and an improvement of the entire university system. The discussion of the elongated university pay structure (EUSS) took place in 1983; however, due to non-implementation, this became a contentious topic in 1988. One consistent issue in continual conflicts has been the non-implementation of the policies that were established to end earlier disputes.

ASUU went on strike in 1984 in protest of the military regime's authoritarian decree 16 of 1985, which allowed the National Universities Commission to assume the senate's duties and allowed outside authorities to control curriculum in Nigerian universities. They also went on strike against the

deregulation of the economy.

In addition to opposing the union's members' deaths at Ahmadu Bello University in Zaria at the hands of mobile police, ASUU went on strike in 1986 in protest of Ibrahim Babangida's administration's introduction of Structural Adjustment Programmes (SAP). At the time, ASUU was accused by the federal government of trying to overthrow the Babangida government. In order to press for the creation of a joint bargaining committee between ASUU and the federal government as well as the implementation of an extended university salary scale, the union went on strike in 1987. Due to Dr. Festus Iyayi's objection to the vice chancellor at the University of Benin and ASUU's prohibition, the then-education minister, Prof. Jibru Aminu, terminated Iyayi's appointment as ASUU president and executive member. Tragically, Dr. Festus Iyayi passed away in a horrific car accident during the 2013 ASUU extended strike.

Following the breakdown of talks between the union and the federal government on working conditions in Nigerian universities, ASUU was de-proscribed in 1990 and went on strike in May and July of that same year. September 1992 saw the signing of an agreement. Due to ASUU's refusal of the Industrial Arbitration Panel's (IAP) 1993 order to halt industrial action and resume talks, the union was once again banned. In order to demand renegotiation of the 1992 agreement, reinstatement of more than eighty lecturers whose appointments had been terminated by Prof. Isa Mohammed, the Vice Chancellor of the University of Abuja, and resistance to the annulment of the June 12, 1993 presidential election, which was believed to have been won by M.KO Abiola, ASUU embarked on a strike in 1994. In addition, in 1996 the expulsion of ASUU President Dr. Assisi Asobie prompted the organization to go on strike. In 1999 and 2000, more strikes were called for difficulties with government funding for the industry and salary issues. ASUU called for action in 2001 on issues pertaining to university funding. In addition, the union demanded the reinstatement of forty-nine lecturers who had been fired from the University of Ilorin for their involvement in the earlier industrial action. The non-implementation of prior agreements, inadequate university funding, and differences in wage, retirement age, and non-implementation all contributed to ASUU's 2003 strike. Because of the federal government's refusal to abide by prior agreements and its attempts to alter the collective bargaining process or framework—which requires union members to negotiate with their university governing council due to the autonomy approved in 2003—there were several actions taken between 2003 and 2011 based on the non-implementation of the aforementioned issues. The federal government appoints delegates to negotiate on its behalf, but they are not required to sign the 2009 agreement that established the retirement age for university teachers, which was raised to 70 by the national assembly in 2012.

But ASUU was nevertheless outlawed until 1998, when General Abdulsalami's new government came to power. All ASUU members who had been expelled under the Abacha era were reinstated in an effort to restore the military's honor. This resulted in the ASUU deal with the Abdulsalami regime on May 25, 1999. The deal was only an adjustment to university workers' allowances with the promise of future negotiations; therefore, it was only a stopgap solution to increase academic staff income. It did not significantly change basic pay or address funding or autonomy issues (ASUU, 2001). By the time these negotiations got underway, Obasanjo's civilian government had taken power. For the period between 1999 and 2007, the Obasanjo dictatorship, which ushered in democracy in 1999, had a different plan for the education sector. The federal and provincial governments agreed to set aside at least 26% of the yearly budgets for education starting in 2001, with an upward revision starting in 2003 Of these amounts, half would go to higher education.

But after the 2001 budget was unveiled, the negotiations failed to materialize, and the ASUU embarked on another strike in 2001. After that, the administration approached ASUU on the basis of an unofficial agreement to halt the walkout in order to finish more formal negotiations. These talks happened, but after just one week, the ASUU withdrew and went back on strike. Given to government pressure, the University of Ilorin in Kwara State fired 49 ASUU members who had refused to end the strike earlier in June 2001. The agreement also attempted to take away the union's right to collective bargaining in exchange for 68 million dollars from a World Bank loan intended to raise educational standards. All of these events culminated in the June 30, 2001, agreement, which offered a 22% salary increase for university employees and further assurances. A number of strike activities were prompted, among other things, by the termination of collective bargaining, the imposition of fees, the dismissal of the 49 UNILORIN lecturers, and the $68 million World Bank loan under the contentious NUSIP8 World Bank Project 2002 and 2003.

ASUU went on a three-month strike in 2007. It called for demands such as an enhanced pay plan and the return of 49 academics who had been fired from the University of Ilorin by holding two one-week warning strikes in May 2008. ASUU's members at Federal and State Universities across the country were given an order to go on an indefinite strike in June 2009 due to differences with the federal governments over an agreement that the union and the federal governments had struck approximately 2.5 years prior. Following three months of work stoppages, the ASUU and other staff unions ended the industrial action in October 2009 by signing a memorandum of understanding with the government. The National Executive Council (NEC) of the ASUU met at the University of Port Harcourt on Tuesday, November 29, 2011, and Thursday, December 1, 2011, prior to the most recent ASUU strike. The purpose of the meeting was to review a number of issues, including the extent of compliance with the 2011 ASUU/FGN memorandum of understanding (NOU) on the implementation of the Agreement, the government's unilateral dissolution of the Universities Governing Council, the ongoing institutional accreditation, and the state of the country, including the alleged removal of fuel subsidy. Due to the parties' lack of communication, the union launched an indefinite strike that lasted for fifty-nine days before being called off on February 1st, 2012. On August 30, 2012, ASUU launched another warning strike. Due to all of these, the university's academic operations are in utter disarray. ASUU has been on strike regularly since 2013, and more recently, from February 14, 2022, until October 17, 2022, for a total of eight months. The union went on strike because the Earned Academic Allowance (EAA), a financial arrangement both sides had

signed had not been implemented. The 2009 FGN/ASUU Re-negotiation Committee's reconstitution, visitation panels, state universities, salary shortfalls, and the non-remittance of check-off dues and withholding salaries are all examples of the issues at hand. ASUU claims that after the agreement was made in 2009, the government has not carried out its obligations; however, the minister of labor stated that the government had completed some of its obligations and that the lack of funding had prevented the completion of other obligations. In 2022, the parties resumed their negotiations. At the conciliation meeting on December 22, 2020 in Abuja, the parties committed to cooperating to put an end to the corruption inside the educational system, as per the memorandum of action that was reached. Now that the union has realized its share of the responsibility, the government is unwilling to carry out its end of the bargain, as evidenced by the government's poor commitment to paying the EAA, its continued use of the integrated personnel payroll information system, and its refusal to adopt UTAS, and proliferation of universities in the country. In addition, it evident that ASUU started the strike February 14, 2022 as the Federal Government refused to meet some of its demand, which included the release of revitalization funds for universities renegotiation of the 2009 FGB/ASUU agreement, release of earned allowances for university lecturers, and deployment of the university transparency and accountability solution (UTAS). Here are some of ASSU's key demands.

(a) Finance for the revive of public universities. The Federal Government in its agreement entered with the union in 2009 and 2013. Agreed to inject a total of N1.3 trillion into public universities in six branches, starting from 2013 only N200 billion has been released since 2013.
(b) Settlement of Earned Academic Allowances (EEA). The Federal Government had in 2019 accepted to pay lecturers EAA, but failed to execute. The government finally approved the payment starting the first tranche of the backlog of allowances in November 2019 and the second installment by August 2020, but nothing was paid. In 2020, the Federal Government agreed to pay N40 billion. It also said it has cleared N22: 127 billion earned allowance of both academic and nonacademic workers of universities to 38 universities.
(c) Reconstitution of the FGN (ASUU) 2009 Renegotiation Committee. The Federal Government agreed to renegotiate the 2009 agreement to review university's conditions of service, funding university autonomy and academic freedom. The condition of service included a separate salary. Structure for university lecturers to be known as consolidated University academic salary structure. Thirteen years later, the government inaugurated a seven - man committee to renegotiate the 2019 agreement led by Nimi Briggs.
(d) Adoption of UTAS ASUU requested against the introduction of the integrated payroll and personnel information system (IPPIS) and needs the government to accept its own UTAS.
(e) Sitting of visitation panels, the union demanding that government ought to visit its universities every five years according to the law but the last visit was conducted in January 2011. The government finally inaugurated 10 panels for 36 universities, six for 25 polytechnics and five for 21 Colleges of Education.
(f) Raise in Universities. The union is calling for the review of the Nigeria Universities Commission (2004) Act to tackle the increases of universities.
(g) Withheld salaries and non-remittance of check - off dues. These are contained on December 22, 2020 memorandum of Action. ASUU blamed the Federal Government of subtracting check off dues on behalf of the union and refused to remit the same between February and June 2020.
(h) Twenty - six percent budgeting allocation to the Education sector so as to improve the education sector, the union wants 26 percent of Nigeria's annual budget to be given to education, and half of that allocation to universities.

The union turned down an offer from the federal government to raise salaries by 23.5 percent for all staff categories at federal universities, with the exception of professorial cadre, who will receive a 35 percent pay increase. In accordance with the government, governing councils of universities to which such services are delivered and the staff members who carry out such services will now pay allowances related to ad hoc responsibilities of academic and non-academic staff as and when they become due. For the purpose of revitalizing federal universities, the government proposed allocating N150 billion to the budget for 2023, with the money being paid to the universities during the first quarter of that year. The proposal also suggested using N50 billion from the 2023 budget to settle outstanding EAA arrears, which would be settled in the first quarter of that year. However, ASUU has declined the offer, claiming it does not satisfy their respective requests for addressing the issues facing the university system. The government's minister of Labour and Employment proclaimed that the FGN would not sign any contracts that it could not fulfill. From the foregoing, it is clear that the union is asking the federal government to honor its 2009 commitments to provide better working conditions and funding for universities. The government continues to believe that they are facing financial challenges and will not be able to fulfill their financial duties under the agreement. It should be noted that government is an institution that is characterized by continuity.

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

It is possible to sustain the enforcement of Collective Agreement between ASUU and FGN since section 254c (2) of the 1999 constitution (as amended) as empowered the NICN exclusively to apply any treaty which Nigeria has ratified relating to employment, labour industrial relations, workplace, and matters connected thereto notwithstanding any other provision of the constitution requiring domestication of treaties before enforcement. Moreso, the NICN has been empowered to interpret and apply collective agreement. By this ASUU does not need to be embarking on constant strike action to enforce collective agreement rather, go to the NICN to enforce the collective agreement.

Conclusion

The paper examined the sustainability of Enforcement of Collective agreement in Nigeria: ASUU and FGN faceoff in

Perspective. It argued that the common law position that held collective agreement not binding and enforceable no longer exist in Nigeria rather with the provision of section 254c(1)(J)(1) of the 1999 constitution (as amended) it has empowered the NICN to interpret and apply collective agreement and made collective agreement binding and enforceable by the court. The article has provided a detailed examination of the legal framework of collective agreements in Nigeria. The paper has suggested a possible way to sustain the enforcement of collective agreements reached between ASUU and the FGN is through the mechanism of the court rather than embarking on strike action to no avail. Also, labour legislations in Nigeria should be amended to include sanctions for the non-enforcement of collective agreement.

References

1. Gerrigon B, Odero A, et al. Principles concerning collective bargaining. Int Labour Law Rev. 2000;139(33):53.
2. CAP L1. Laws of the Federation of Nigeria; c2004.
3. Ibid.
4. ILO. Collective Agreement recommendation (No. 91). 1951. Available from: https://www.ilo.org [accessed 28 September 2024].
5. Constitution of the Federal Republic of Nigeria; c1999 (as amended).
6. CAP L1. Laws of the Federation of Nigeria; c2004.
7. CAP T14. Laws of the Federation of Nigeria; c2004.
8. Laws of the Federation of Nigeria. CAP T18; c2004.
9. ILO. Freedom of Association: Compilation of decisions of the committee on freedom of association. 6th ed; c2018.
10. Constitution of the Federal Republic of Nigeria; c1999 (as amended).
11. Agomo C. Legal protection of workers' human rights in Nigeria: regulatory changes and challenges. In: Wick C, Novitz T, editors. Human rights at work: perspectives on laws and regulation. UK: Hart Publishing Ltd.; c2001. p. 242-65.
12. Section 3 (1), CAP 14. Laws of the Federation of Nigeria.
13. Section 3 (1) (b), Ibid.
14. African Charter (Ratification and Enforcement) Act. CAP 10, Laws of the Federation of Nigeria; c1990.
15. Preamble to the African Charter (Ratification and Enforcement) Act.
16. Dunning H. The origins of Convention No. 87 on freedom of association and the right to organize. Int Labour Rev. 1998;137:149-63.
17. Ibid.
18. ILO. Freedom of Association: Compilation of decisions of the committee on freedom of association. 6th ed. 2018. Para. 1313.
19. Ibid.
20. Union Bank of Nigeria v Edet. (1993) 4 NWLR (Pt. 287): 298-299.
21. Ibid.
22. Unreported Suit No: NICN/PHC/691/2013. Judgment by Justice P. I. Hamman on 22nd July 2021.
23. Constitution 1999 (as amended). Section 254C (2).
24. ILO. Conventions 87 and 98.
25. Ibid.
26. (Unreported) Suit No: NICN/9/2004. Judgment delivered by Justice B. A. Adejumon on 18th September 2017.
27. Unreported Suit No: NICN/EN/01/2023. Judgment delivered by Justice Arowosogbe O. O. on 8th March 2022.
28. Unreported Suit No: NICN/LA/22/2014. Judgment delivered by Justice Kanyip B. B. on 12th July 2016.
29. Likoja v First Franchise Service Limited. Unreported Suit No: NICN/LA/526/2013. Judgment delivered by Justice Kanyip B. B. on 6th Febru9