**Essential services during labour conflict**

**A presentation**

**by**

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# Introduction:

Labour conflicts have become commonplace as a result of either failure or inability of employers to give remuneration commensurate to the services rendered, bad working conditions and poor living standard generally. This is attributed and attributable to dwindling economy owing to:

* Corruption;
* Greed;
* Squander mania;
* Opulence;
* Stealing and;
* Insatiable lust for wealth acquisition by the political class, technocrats in government and captains of industry.

Government failure to address labour or industrial conflicts timeosly as they arise or renege in collective agreements willingly and voluntarily entered into exacerbate labour/industrial disputes and leading to strikes or industrial actions of imaginable dimensions sometimes with dire consequences.

# set objectives:

At the end of this presentation we should be able to understand:

* Meaning and the import of essential services
* Areas designated as essential services.
* The term servant and distinguishing it from other legal categories involved in different types of services.
* Test categorization of the term servant.
* Trade disputes and its dynamics.
* Strike and its implication on the employee and employer.
* Three theories of strike in relations to notice.
* Right of workers in essential services to engage in labour dispute/strike.
* International Labour Organization’s position on the right of workers in essential services to engage in strike action.
* Settlement of work stoppages in essential services area.

# What is service

In this context service relates to employment which has statutory flavor

* A Product of an employee’s or a professional’s paid activity.
* Assistance or advantage given to another with benefit derived from it.
* On daily basis people render services for benefits or remuneration or otherwise.
* Even animals render service

# Essential services

* Refers to a class of occupations that have been legislated by a government to have special restriction in regard to actions such as not allowed to legally strike.
* The term essential services strictu senso depends, to a large extent, on a particular prevailing circumstance in a country or place.

The concept of essential services not absolute in the sense that non-essential services may become essential in the following circumstances:

1. A strike lasts beyond a certain period
2. Extends beyond a certain scope, may endanger life, personal safety or health of the whole or part of the population.

# AREAS DESIGNATED AS ESSENTIAL SERVICES

* Hospital Sector
* Electricity Services
* Water Supply Services
* Telephone Services
* The Police and armed forces
* The Fire-Fighting Services
* Air Traffic Control Services
* The Provision of food to public, pupils of school age and the cleaning of schools.

# Areas not designated as essential services

* Radio and television Service
* The Petroleum Sector
* Ports Sector
* Banking Sector
* Metal and Mining Sector
* Railway Services
* Postal Services
* Refuse Collection Services
* Department stores and pleasure parks
* Hotel Services
* The Education Sector
* Paramedics and ambulances etc.

*Please see section 9 of the Trade Disputes/Essentail Services Act, 1976 for the detailed areas touching on essential services.*

# Who renders services generally and essential services in particular

Those who render these services are employees and workmen otherwise referred to as servants and in the government employ they are called civil servants who perform duties to the populace as directed by the government.

* To qualify to be employees there exist a contractual relationship between the employer (master) and the employee (servant) which must have legal colouration

# LEGAL BASIS OF CONTRACT OF EMPLOYMENT

Within the poor view of labour law, it must be first and formost established that a relationship of master servant exist between the parties and bind them. In the case of Smith Vs General Motor Cab. Co. Ltd. (1911) AC 188, it was held that there was no relationship of master and servant but that of BAILOR and BELEE. So a claim based on master servant relationship must fail this is because labour law applies mainly, though not exclusively to master servant relationship.

It is important to differentiate the term servant from the following legal categories of other persons who render services for instance:

* **Agent:** (i) A person authorized (registered or permitted) by another to

act forhim or her.

 (ii) A person entrusted with another’s business

* **Partner:** A member of a partnership. Partnership is a business

association that involves a contract between two or more persons to carry on a business together to share money and labour put in and profits or losses taken out.

* **Bailee:**  A person to whom property is loaned or otherwise entrusted e.g

the loan of a book to a friend, the storage of property in a commercial warehouse, the repair of an automobile in repair shop.

* **Independent Countractor:** A person who contracts with an employer to do a

particular piece of work by his own or her own method and under his or her own control.

* **Servant:** A person employed by another person and subject to that

person’s control as to what work is to be done and how it is done. The employer is the master and employee the servant. There exists a master – servant relationship.

***Note:*** All the above render services at different levels and under different conditions but the distinguishing factor between them is that they, except the servant, is not subject to the control of the employer (Master). Thus in ACB Ltd and Ors Vs Apugo (1995) 6NWLR (Pt 399) 65.84, It was held that a servant is an agent who works under the supervision and direction of his employer.

At common law the term servant posses some difficulties to define. For instance a servant may be a volunteer which suggests that there is no contractual relationship. In defining the term servant the courts adopted the following tests:

* Control Test
* Multiple Test
* Organization Test

# CONTROL TEST

Emphasizes the employer’s right to control or actual control exercisable by means of dismissal, suspension or termination of appointment. In the case of Francis Dola V. Cecilian John (1973) 1 NMLR 58, The Kaduna High Court held that a “Servant” is a person subject to the control of his employer “as to the manner in which he shall do his work”. E.g scheme of services

In the case of Atedoghu Vs. Sani Alede (1975) WNRL 184, the court observed that “the absence of control ..... the easual nature of the employment” all showed that there was no relationship of master and servant. This would suggest that he who has the power to hire and fire is the person in control and the person subject to the exercise of such power is taken to be a servant or employee. But the period of arbitrary hire and fire is over. Disengagement of a staff must follow certain laid down rules and procedures. E.g query, warning, appearing before management disciplinary committee, suspension with or without pay.

Under principle of hire and fire imported into the country by the British colonial masters a civil servant holds his appointment at the pleasure of the state (the crown) under the parliamentary system of government.

This common law rule was confirmed in the case of Dunn Vs The Queen ------*which held that the servant in Nigeria held his appointment at the pleasure of the state and could be dismissed or relieved of his appointment at any time without complying with any rules or regulation.*

But in Shitta Bay Vs Federal Public Service Commission (1981) 12 NSSC 19.00; (1981) 1 SC 40,56 the Supreme Court of Nigeria *“broke forever in this country the shackles of English feudalism enshrined in the English common law that civil servants hold their appointments at the pleasure of the sovereign”.* As a result of this case, the state can no loner dismiss civil servants at will. The state must comply with the rules and regulations laid down for such exercise. This predicates on the right to fear hearing as provided in section 46(1) of the 1999 Constitution of the Federal Republic of Nigeria as amended.

This does not mean that one can impose a willing employee on an unwilling employer or vice versa. Thus in the case Agbagu Vs Minister of Local Government the court held that *“An employer has an undisputed right to dismiss or discharge his servant. The motive for such discharge is irrelevant so long as the employment is lawfully terminated. Where there are no facts to justify the exercise of the power of summary dismissal or where the procedure is irregular or ultra vires, the employee damnified by the employer’s action will be able to succeed in a claim for re-instatement”.*

***Note:*** The control test cannot be the sole determinant of the master servant relationship when business management is becoming more and more of an art to be left in the hands of professional managers even when the employer is just a spectator removed from the seat of industrial power.

# MULTIPLE TEST:

This multiple test theory was the brainchild of Lord Thankerton in the case of Short V Hinderson Ltd (1946)62 TLR.4267 as a fallout of the inadequacy of the control test. Three conditions are examined here:

* Power selection of the person to do the job
* The right to fix the wages payable
* The employer’s power of discipline.

In applying this test, Lord Parker J. C. in the case of Morren V. Swinton & Pendlebury Borough Council (1965) 2 ALL ER 349 said that

*“the issue here is whether the appellant who admittedly is employed by the respondent is employed under contract of service or whether he is employed under contract for service”.*

The court held that despite the fact that he was not subject to the contract of the council, the engineer was nevertheless the servant of the council.

The facts of this case were that a resident site engineer was appointed and paid by the local authority but he was selected by and worked under the instruction of, a team of consultant engineers. The question for determination was whether for the purpose of local government superannuation, the engineer was an employee of the council.

# ESSENTIAL ELEMENTS OF CONTRACT OF SERVICE

* There are essential elements of the contract of employment upon which the rights and obligations of parties depend.
* Contract for service is generally governed by the common law rules of contract. Thus in the case of Olaniyan & Ors Vs. University of Lagos Anor (1985)2 NWLR (pt 9) 599.669, Uche Omo JSC held that *“A contract is a voluntary agreement whereby a person undertakes for reward (consideration) to perform an act for another and its terms are contemplated and admitted by the parties.”* In order to constitute a binding contract, therefore.
* There must be an agreement in that the parties must be consensus and idem with regard to the essential terms and conditions thereof.
* The parties must intend to create legal relations.
* The promise of each party in a simple contract not under seal, must be supported by consideration.
* There must be a concluded bargain which has settled all essential conditions necessary to be settled and leave no vital term unsettled. If the term are unsettled, uncertain or vague that they cannot be ascertained with reasonable degree of certainty there will be no valid contract enforceable in law.

In summary, the for indicia or factors of a valid contract of employment like any other contract are

* Offer;
* Acceptance;
* Consideration;
* Statutory capacity to enter into legal relations.

# Organization test:

* This is the determination of the legal status of the worker in relation to the role he plays in an organization’s set up. This test arose from the decision of Lord Denning LJ (as he then was) in the case of Bank Voor Handelen scheepvart NV v Salford (1953) 1 QB248.295 where he opines that whether a person is a servant *“depends on whether the person is part and parcel of the organization”.* This test takes into consideration the degree of integration and bring workers like hospital staff within the theory. In the case of Lagos University Teaching Hospital Vs Yemi Lawal, (1982) 2 FNR 184CA it was held that a hospital is liable for the acts or ominission of its medical staff although in this particular case the appeal was allowed because the plaintiff could not show negligence.
* In the case of Cassidy V. Minister of Health (1951) ALL ER574 Lord Denning explained why the employer has to be made liable when he said: *“The reason why the employers are liable in such cases is not because they can control the way in which the work is done – they often not have sufficient knowledge to do so but because they employ the staff and have chosen them for the task and have in their hands the ultimate sanction for good conduct – the power of dismissal”.*

# WHAT IS LABOUR (TRADE) DISPUTE

* Any dispute between employers and workers or between workers and workers which is connected with employment or non-employment or terms of employment or condition of work of any person sec 51 of Trade Union Act. 1973

Looking at this definition three elements manifest namely:

* The subject matter of trade dispute
* Parties involved in trade dispute
* Purpose of trade dispute.

# SUBJECT MATTER

This is three dimensional in nature:

* May involve employment or non-employment
* The terms of employment
* Conditions of work of the person

# Employment or non-employment

* Concerned with initial engagement – employment
* Continued engagement/employment – employment
* Re-instatement of a person wrongly terminate, dismissed or retired – non employment.

In Margan V. Fry (1968) 1 ALL ER 452.458 the defendant and other Union officials had threatened to withdraw their labour if the Port of London Authority continued with the employment of the plaintiff who formed a breakaway Union. Because of this threat the Ports Authority had dismissed the plaintiff after given him full notice. The High Court gave judgment in favour of the plaintiff. On Appeal, the court of Appeal held that since the contract of employment did not contain a “no strike clause” or was it shown that an unlawful means was employed the defendants conduct was lawful within the law. Lord justice Russoll held that “if the workers had determined the employment by seven days notice required by law there would have been no breach of contract.

# Terms of Employment

The terms cover express and implied terms in contract of employment concerning:

* Wages, hours of work, holidays with pay, sickness benefits, grading and promotion and mode of dismissal
* Dismissal or termination must follow due process else it is wrongful and illegal.
* It may also include agreement of workers to join a particular trade union.
* Interpretation of the terms of collective bargain
* Award of industrial Arbitration tribunal/panel.

In Dellimone Vs Williams the Amalgamated Union of musicians 45 digest (REEL) 572, 30 TLR.432CA threatened to go on strike unless the agreed rate of sunday performance was duly observed. The court of Appeal held that the dispute was a dispute concerning the terms of employment.

# Condition of Work

Not judicially defined yet. Believed to include safety and physical comfort at workplace. It can be described as the physical condition under which a workman works which include welfare, sports, heating, canteen facilities, rest percod, etc.

# CAN A DISPUTE OVER RECOGNITION LEGITIMATELY BE SUBJECT MATTER OF TRADE DISPUTE WITHIN THE MEANING OF SEC. 41 (1) OF THE TRADE DISPUTE ACT?

* The answer is in the affirmative as there are plethora of cases or decided authorities saying that it would probably be.
* In the case of Bethan V Trinidad Cement Ltd (1960) AC132; (1960) ALL ER 274 the management of the company refused to recognize the Union of more than half of their staff to intervene in the case of dismissal of two of its members.

Both the Commissioner for Labour and the Minister tried in vain to intervene to persuade the company to reverse its decision. The governor, Edward Beethan (the appellant) under the trade dispute ordinance 1950 based on British Act 1906 appointed a commission of inquiry into the matter. Before the commission could take off or get down to work, its validity was successfully challenged in the West Indian court on the ground that there was no trade dispute between management and the union. Where upon the governor appealed to the Privy Council and the court reversed the earlier decision on the ground that a dispute over recognition of a union was a trade dispute which the governor was entitled to set up a commission of injury.

Issue of non-recognition of a registered union of workers is justiceable. In the Nigerian situation, under section 7 of the trade Unions Act, registration of trade Union implies recognition and it will be legitimate for a Nigerian trade Union to call out its members on strike where an employer refuses to recognize it.

 *“...... and on such registration the said trade Union shall have the powers and duties of a Trade Union registered under the Act”*

**The right to freedom of association** as provided by section 40 of the 1999 constitution of the Federal Republic of Nigeria as amended would have been breach or violated by failure or refusal to recognize a registered trade union.

***Note:*** Section IA of the Trade Dispute (Amendment) Act 1992 expanded the jurisdiction of the NIC by the addition of intra and inter union disputes to trade disputes, contained in section 47 of Trade dispute Act.

Trade disputes now whether intra or inter is in the exclusive domain of the national industrial court (NIC) and any person aggrieved or dissatisfied with its ruling or judgment can approach the court of Appeal.

# PARTIES

* Any one or two sets of people may constitute the required party in any trade dispute.
* May involve the employer and workers or workers and workers.
* Section 51 of the Trade Dispute Act 1973 defines a *worker as any member of the public service of the federation or of state or any individual other than a member of such public service who has entered into or works under a contract with an employer.*
* A worker is also a person employed to do work for another person who offers to perform services for compensation or remuneration.
* A worker is also a person who labours to attain an end-and that end is remuneration for work done.

***Note:*** A worker in respect of whom a trade dispute arises need not be in the employers business only.

# CAN WORKERS GO ON SYMPATHY STRIKE?

A worker in another employment can go on strike in sympathy of a worker in a different employment other than his own over a trade dispute.

In Thompson (DC) & Co Vs. Deakin (1952) CH 646; (1952) 2 ALL ER 631 the court of Appeal recognized the right of the employee of Bowaters to go on strike in sympathy with workmen of Thompson Ltd who were then engaged in a dispute with their employers over the question of their right to join a Union.

# PURPOSE

The trade dispute Act has not given a definite lead in this direction. Apart from the three dimensional subject matter supra, the object of a trade dispute must be: i.e subject matter of trade dispute, parties involved in trade dispute and purpose of trade disputes, the purpose of trade dispute is basically:

* To promote the interest of workers concerned. In doing so Union and their members have suffered all forms of vindictiveness from employer.
* To stem the vindictive legal action against union and members, courts introduced a qualification to the definition contained in sec. 51 of the Trade Union Act and to the immunity in sec. 23 and 42 by importing the common law rule of *“predominant purpose”*. Section 23 & 42 of Trade Union Act prohibits actionable torts against trade Unions in respect of strike in contemplation or in furtherance of trade disputes.
* This predominant purpose must be in furtherance of lawful interest of the workers.
* Where the predominant purpose of the strike is not legitimate, workers may loose the legal shield provided by the Act. This was the decision, in the case of Conway V. Wade (1909) AC 506; (1908 -10) ALL ER (Rep) 344. Conway was a member of the Amalgamated Union of Labourers employed in a ship yard at south shield. He was fined ten shilling for breach of Union rules which he refused to pay and decided to quit the union. Eight years latter he obtained another job and now rejoined the Union and few days after starting the job was promoted to a higher rank and his fellow workers became jealous and tried to get rid of him. He could not be persuaded to pay the fine and the union used the issue of the unpaid fine as a subterfuge to get his appointment terminated. He was forced to leave the job and he brought an action for damages for inducing breach of his contract of employment. The House of Lords rejected the position of the defense that the action of the Union was *“in furtherance of a trade dispute”* because the notice was *“tainted with jealousy and the matter had gone beyond the realm of trade dispute and into the region of animosity”.*
* For the protection of section 41 of the Act to apply to trade Union members and officials, the individual must have acted in furtherance and contemplation of a trade dispute.

In the case of Huntly V Thorton (1957) 1 ALL ER 234; (1957) 1 WRL 231, a Union district committee purported to expel (without authority) a member who was rude to its members. It was held that no trade interest was involved and the defendant could not plead that the dispute was between *“workers and workers”*.

* In the case of F. C. Udo & Ors Vs. Othopaedic Hospital management Board & Ors, (1993) 7 NWNR (Pt 304) 139 the supreme court held that an intra Union or Inter Union dispute is a trade dispute within the meaning of trade disputes (Amendment) Act 1976. *“This is a dispute as to which of the two Union has jurisdiction over workers in a particular trade or profession or a case of poaching of union members by another would come within the phrase of “workers and workers”* in Sec 47(1) of the trade dispute Act 1976 and more so sec. 1 A of the Act.

Having attempted to address the issues of what service, servants, workers dispute and essential services entail, and whereas essential and non essential services identified, it is germane to discuss whether or not workers in essential services areas can legitimately engage in a strike during labour dispute. This to my mind is what this paper is asked to address and what happens to the employee who legitimately engage in strike thereby breaching his contract of employment.

# What is strike?

Lord Denning M. R. defines strike as a concerted stoppage of work by men, done with a view to improving their wages and conditions of employment or giving vent to a grievance or making a protest about something or otherwise supporting/sympathizing with other workers in such endeavour.

# WHY ENGAGE IN STRIKE?

* To improve wages and conditions of employment
* To give vent to a grievance
* To protest about something
* To support or sympathize with other workers.
* Section 47(1) of Trade Dispute Act 1976 defined strike as strike means cessation of work by a body of persons employed acting in combination or a concerted refusal under a common understanding of any number of persons employed to continue to work for an employer in consequences of dispute, done as a means of compelling their employer or any person or body of persons employed or to and other workers in compelling their employer or any person or body of persons employed to accept or not accept terms of employment and physical condition of work.
* The above statutory definition is less comprehensive in terms of coverage which the judicial definition provided by the law Lord Denning which includes “protest about something” captures, other than wages and condition of employment as well as in “Sympathy of strike”.
* Strike is a legitimate weapon in industrial conflict provided that certain legitimate conditions are met.

Section 30(6) of Trade Union (Amended) Act 2005 stipulates that a strike or lookout may take place (if) the strike or lockout concerns a labour dispute that constitutes a “Dispute of Right” and a ballot has been conducted in accordance with the rules and constitution of the trade Union which is a simple majority of all registered members voted to go on strike.

Union .members may go on strike and an employer may adopt a lockout in respect of a fundamental breach of contract of employment or collective agreement on the part of the employee, trade union or employer but it would seem subject to the previsions of sec. 17(1) of the Trade Dispute Act 1976.

Section 17(1) of the Act prohibits strike or lockout if and only if any of the six factual situations listed in paragraphs (a) – (f) exists including the final award by the national industrial court. They are:

1. Procedure specified in sec. 3 or 5 of the Act has not been complied with in relation to the dispute or
2. A conciliator has been appointed under section 7 of this Act for the purpose of effecting a settlement of the disputed.
3. The dispute has been referred for settlement to the Individual Arbitration panel under section 8 of this Act
4. An award by the arbitration tribunal has become binding under sec 12(3) of this Act; or
5. The dispute has subsequently been referred to the national industrial court under sec 13(1) or 16 of this Act, or
6. The National Industrial Court has issued on Award on the reference.

Outside those conditions and the provisions of sec 41(1) of the Act, it is apparent that a strike or lockout is a legitimate weapon in industrial conflict provided section 41(3) of the same Act and 30(6)(e) of Trade Union Act are complied with.

Section 3 states *“if there are agreed other means of settlement the parties shall first attempt to settle by that means”.*

Section 5 states “*If within seven (7) days of appointment of mediators, the dispute is not settled, the dispute shall be reported to the minister....”*

Section 41(1) – Any worker who ceases whether alone or in combination with others to perform the work which he is employed to perform without giving to his employer at least 15 days notice to do so ...........”

41(3) – A worker who ceases to perform his work in circumstances such that in doing so he does not contravene sub section (1) above shall not by reason only of his so ceasing be guilty of an offence under section 196 of the penal code of northern Nigeria.

Section 30(6)(a) - no person, Trade Union or employer shall take part in strike or lockout or engage in any conduct in contemplation or furtherance of a strike or lockout unless the person, Union or employer is not engaged in the provision of essential services.

30(6)(e) – In the case of an employee or trade union a ballot has been conducted in accordance with the rules and constitution of the trade unions at which a simple majority of all registered members voted to go our strike.

# THREE THEORIES OF STRIKE

Theory is just an idea of thought deployed to account for or explain some facts or situations or the outcome of something.

1. The first theory relates to unilateral suspension of contractual duties involving a breach of contract.

Lord Donovan in this direction states that “if an employee refuses to carry on working under his contract of employment, this gives the employer the option either to ignore the breach and to insist upon performance of it, or alternatively to accept such fundamental breach as a repudiation of the contract and treat him as no longer bound by it” – i.e. contract of employment.

* Notice of strike may be such a fundamental breach as to entitle the employer to determine the contract without any formalities.
* This theory treats the contract as voidable once the notice is handed in breach of the established procedure.
* A strike without due notice will fall within this category as the absence of due notice will constitute unlawful means of bringing the contract to an end within the interpretation of the rule in Rookers V Barnard (1964) AC 1129. But where the aggrieved party by the breach has acquiesced to the breach his right to any form of remedy may be extinguished.
* *“This rule is that if the employee refuses to carry on working under the contract of employment this gives the employer the option either to ignore the breach or insist on performance...”* Oputa amplifies this in the case of Babatunde Ajyi Vs. Texaco Nig. Ltd (1987) 3 NWLR (pt 62577.583) when he states that such a case *“entitles the other party to either treat such a breach as discharging him from further performance or sue for damages forthwith or treat the entire contract as at an end ......”* It just means that until that question is made the contract will remain in existence.

2. The second theory implies that any notice to strike amounts .to notice of termination of the contract of employment.

* To take effect as notice of termination of contract, the notice must of itself be long enough to determine the contract whether or not there is industrial action otherwise the strike notice will be unlawful because of insufficiency.
* Strike notice in term of suspension of contract Lord Derning held that a notice of proper length would be lawful.
* If the strike takes place after notice of proper or sufficient length the contract of employment in not terminated.

The contract is suspended during strike and revives when the strike is over.

***Question:*** What is the legal basis on which a “strike notice” of proper length is held to be unlawful? Lord Denning

***Answer:*** The men can leave their employment altogether by giving a weeks’ notice to terminate it “That would be a strike that would be lawful and if notice to terminate is lawful surely a lesser notice is lawful”.

In Nigeria the supreme Court in support of Lord Denning’s theory held in the case of Anene V. J. Allen & Co Ltd (1975) UILR 404 as per Brell J. S. C. that “prima facia a striker intends to return to work once the object of the strike have been obtained and though this may involve fresh contract of service, an intention to repudiate the existing contract is not necessarily to be presumed.

# RIGHT OF WORKERS IN ESSENTIAL SERVICES TO PARTICIPATE IN LABOUR DISPUTE

Having regard to the provisions of section 30(6) (a) of the Trade Union Act 1923, section 40 without prejudice to section 17 aforetreated permits workers in essential services to engage in strike action during a trade dispute provided a notice of at least fifteen days is given to the employer.

While accepting the right of workers in essential services to engage in strike action, the international organization ILO identifies situations and conditions which minimum operational services could be required during such period of strike. They are

1. Services the interruption of which will endanger the life personal safety or health of the whole or part of the population (essential services in the strict sense of the term).
2. Services which are not essential in the strict sense of the term but where the extent and duration of the strike might be such as to result in an acute national crises endangering the normal living condition of the populace
3. In public Service of fundamental importance, e.g. court, office of the President or governor etc.

The International Labour Organization (ILO) considered the following areas as examples where minimum operation services become necessary during such strike

1. Ferry services
2. Underground railway services
3. Transportation of passengers and commercial goods
4. Postal services
5. Refuse collection services
6. The mint
7. The petroleum sector services
8. Educational services and
9. Criminal health services

# How are work stoppages settled in essential services disputes

* Essential Services dispute are treated like any other dispute, apart from these measures required to ensure maintenance of those services which prevent immediate and serious danger to life, health, safety or welfare of the public or immediate or serious disruption of primary or secondary educational programme.
* Unions and employers are subject to the same rule for strike votes, picketing, immunity from tort and replacement of workers as are other unions and employers
* The Union must provide a new 72 hrs notice if one notice period notice ends without strike or lockout occurring.
* To encourage settlement – parties involved in essential services disputes have available to them the full range of mediation and other third party assistance available to all bargaining relationships.

I am humbly of the considered view that our modest effort may have not been in vain if we appreciate the set objects of this presentation supra.

I acknowledge with profound appreciation your patience, indulgence and kind attention.

# References

ACB Ltd and Ors Vs Apugo (1995) 6NWLR (Pt 399) 65.84

Akintunde Emiola (200) Nigerian Labour Law, 3rd Edition, Benincity, Edo State

Anene V. J. Allen & Co Ltd (1975) UILR 404

Atedoghu Vs. Sani Alede (1975) WNRL 184

Babatunde Ajyi Vs. Texaco Nig. Ltd (1987) 3 NWLR (pt 62577.583)

Bank Voor Handelen scheepvart NV v Salford (1953) 1 QB248.295

Bethan V Trinidad Cement Ltd (1960) AC132; (1960) ALL ER 274

Cassidy V. Minister of Health (1951) ALL ER574

Constitution of the Federal Republic of Nigeria 1999

Conway V. Wade (1909) AC 506; (1908 -10) ALL ER (Rep) 344.

Daniel Ovan (1991) Orationary of Law second Edition Beakshare House London, London England International Thompson publishing.

Dellimone Vs Williams the Amalgamated Union of musicians 45 digest (REEL) 572, 30 TLR.432CA

Dola V. Cecilian John (1973) 1 NMLR 58

F. C. Udo & Ors Vs. Othopaedic Hospital management Board & Ors, (1993) 7 NWNR (Pt 304) 139

<http://en.wikipedia.org/w/index>

International Labour Organization Http:www.ILo.org

Labour Act, 1974

Lagos University Teaching Hospital Vs Yemi Lawal, (1982) 2 FNR 184CA

Margan V. Fry (1968) 1 ALL ER 452.458

Morren V. Swinton & Pendlebury Borough Council (1965) 2 ALL ER 349

Olaniyan & Ors Vs. University of Lagos Anor (1985)2 NWLR (pt 9) 599.669

Rookers V Barnard (1964) AC 1129

Shitta Bay Vs Federal Public Service Commission (1981) 12 NSSC 19.00; (1981) 1 SC 40,56

Short V Hinderson Ltd (1946)62 TLR.4267

Smith Vs General Mortor Cab. Co. Ltd. (1911) AC 188,

Thompson (DC) & Co Vs. Deakin (1952) CH 646; (1952) 2 ALL ER 631

Trade Dispute (Essential Services) Act 1976

Trade dispute Act 1976

Trade Union Act 1973 Trade Union (Amendment) Act 1976

Trader disput (amendment) Act 2005