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The Status of Non-Standard Employment in the Context of Nigeria Labour Law

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Abstract:
The existence of non-standard employees in the Nigeria work environment is truly neither contemplated nor regulated by law. Thus, companies that adopt this method of labour processes are not offenders of the law. The Nigerian labour law, which is expected to provide for the protection of employees, has failed to make adequate provisions for the protection of this category of workers, thereby subjecting them to the whims and caprices of the employer. The failure of the state to regulate the casual working system made the companies adopting this form of employment to take the advantage of the gap in the Nigeria labour laws that are gray in regards to casualization. This paper aimed at clarifying the stance of the Nigeria labour law on the issue of atypical employment through literature review and a content analysis of the Nigeria labour laws and other legal provisions. It attempts to determine, with legal analysis if casualization is an accepted phenomenon or otherwise in the Nigeria labour market.

Keywords: *Nonstandard employee, Nigerian Labour Law, casualisation, labour market*

1. Introduction

The expectation of having a decent work and employment is gradually fading as the increasing adoption of non-standard employment is precipitating a poor condition of service for the employees. The nature and kind of work available to the members of the society is a reflection of the socio-economic and political arrangement of that society (Okafor, 2012). The socio- economic, political and legal atmosphere of a society cannot be separated from the kind of employment available to it citizens. In simple term an under developed economy will likely produce nonstandard employment.

In developing societies like Nigeria which is highly characterized by the crisis peculiar to development and where labour market is over populated, most employers intend to keep cost of labour as low as possible. This has resulted in the constant increase in nonstandard employment relations such as contract work, casual work or part time work. Even though workers in these categories have the needed skills to hold full time or permanent jobs with varying implications for decent work deficits (ILO, 2005)

The proliferation of NSE and it increase adoption by employers does not apply to the Nigeria economy alone, Nonstandard employment relationship is a worldwide phenomenon. Studies done in various countries such as the United States and others shows that nonstandard employment relationship is a world-wide phenomenon that cuts across various gender and professions (Okafor 2012).

2. Statement of the Problem

The existence of NSE is truly neither contemplated nor regulated by law (Ibekwe 2016). Thus, companies that adopt this method of employment are not offenders of the law.

The Nigerian labour law is supposed to provide for the protection of employees, but this set of employees are not fully covered by the provisions of the Nigerian labour law.

Does it mean that companies adopting this casual worker system of employment are playing smart or does the gap in the Nigeria labour law in regards to NSE implies it acceptance by the regulatory body?

Hence the assertion of Ibekwe (2016) that NSE is encouraged by the numerous loopholes that exist in the labour law, allowing employers to hire casual employees continually to fill permanent position

In Nigeria, the problem of NSE is a common trend in many organizations whether in indigenous, transnational or multi-national firms, either public or private industry, including telecommunications sector, oil and gas sector, power sector, banking sector (both old and new generations banks), education sector, and so on (Okougbo, 2004; Onyeonoru, 2004; Okafor, 2007; Idowu, 2010; Aduba, 2012). Specifically, this has been a major phenomenon in the oil/gas industry and multinational corporations. In some foreign firms in Nigeria, it is possible for one to get as many as over one thousand five hundred workers in an industry out of two thousand on contract appointments. In some indigenous industries in the

in formal sector, it is possible to get situation whereby virtually all the employees are either casual or contract staff. This category of staff has either profession or administrative skills (Adenugba, 2003).

2.1. Conceptualization of Non- Standard Employment

Casualization is referred to in Europe and United States as Nonstandard Work Arrangements (NSWAs) or Non-Standard Employment (NSE), and these work arrangements refer to fixed contract, contract work, and on-call work, part-time and temporary work.

The concept non-standard employment according to encyclopidea.com refer to forms of employment that lack the job-stability and entitlement to fringe benefits, union membership, and the social security of full-time, stable ('standard') employees. Non-standard employment includes part-time work, temporary work, fixed-term contracting and subcontracting, self-employment, and homework.

ILO defines NSE as an umbrella term for different employment arrangement that deviate from standard employment.

These work arrangements include: casual work, part-time work, temporary work, contract work and the likes.

2.2. Political Climate that Engenders Non- Standard Employment

We cannot undermine the thrust that the political environment of Nigeria in a factor that promotes the adoption of NSE by employers, since the introduction of casualization came with the structural adjustment program (SAP) in 1986, as well as the IMF and World Bank loans and their conditions, which were political moves by the political leaders in that era. The combination of these factors led to a slump in the economy. Many factories shut down, some operating below minimum capacity and many organizations found it difficult to compete in the globalized economy which is tilted more in favour of the developed economies (Fapohunda 2012).

Nigeria as a country is politically restless, with it continuous coming out and re-entering one political fiasco or the other. This political restiveness has blinded the sight of the law makers who are supposed to be encumbered with the reviewing and adjusting of the various labour laws in other to suit the challenges of the day, rather they spend their time on political power struggles and which hunting their opponent so that power will be retained or usurped. We cannot separate the poor condition of work from our uncoordinated political environment. One of the major characteristics of a developed economy is political coordination and calmness. In Nigeria those who are to review the existing laws, make new ones that will protect the masses interest and enforce such laws are busy fighting to remain in power at the expense of public safety and welfare.

2.3. Sociological Climate that Engenders Non- Standard Employment

Sociological Nigeria is a complex entity, because of the multiplicity of cultural and religious values. This diversity has made it difficult for everyone to share same value. Also, the poverty condition and the archaic, illiterate and uncivilized view of some have made it difficult for improvement of the work conditions. Some of these sociological factors include:

2.3.1. The 'Me' Feeling Against the 'We' Feeling

Most Nigerians are majorly concern about themselves and families alone. As long as they can survive the conditions, the conditions of the others mean little or nothing to them. This is one reason why the political leaders are less concern about the present condition of work and the precariousness of the Non- Standard Employment. They are satisfied and are living fine so to them all is well.

2.3.2. The Just to Survive Syndrome

An average Nigeria is working just to survive or simply put just to be alive. The issue of career progression and development is a secondary issue. The level of poverty has made many to consider less human capital development. This is one reason why nonstandard employees are not protesting for better conditions, because to them a bird in hand worth a thousand in the field. As long as they can get wages to feed with, they are not ready to risk their job.

2.3.3. The Now for the Now, the Future for the Future Syndrome

Most Nigerians are concern about the now. Little plans are made for the future. An average Nigeria will do whatever he can to survive now than to make sacrifices for the future. This trait is also bedevilling our political leadership. This syndrome is responsible for the poor agitation for revolution and drastic change by the Nigeria populace despite the economic hardship.

These are some of the sociological disorders that has overtime promotes the continuous adoption of Non-Standard Employment in Nigeria.

2.4. The Nigeria Labour Law and the Non-Standard Employee

Fapohnda (2012) assert that the Nigerian Labour Act does not define NSE and does not provide a legal framework for the regulation of the terms and conditions of this work arrangement. She equally posits that though Section 7(1) of the Act provides that a worker should not be employed for more than three months without the regularization of such employment. After three months every worker including the casual or contract worker's employment must be regularized by the employer by being giving a written statement indicating the terms and conditions of employment including 'the nature of the employment' as well as 'if the contract is for a fixed term and the date when the contract expires'.

The absence of a clear definition of the status of this category of workers (NSE) as well as a legal framework regulating the terms and conditions of their employment and protection probably elucidates the motivating factor for the increase adoption of NSE by employers and why this category of workers is exploited by employers who engage them (Fapohunda 2012).

The above cited legal provision has no penalty for non-compliance thereby leaving the employer to act as it pleases to the employee.

Legally the labour act did not specify the non-standard workers in it provision, but its definition of who a worker is covers workers who falls under the NSE category Section 15 of the Labour Act provides that, wages shall become due and payable at the end of each period for which the contract is expressed to subsist, that is to say, daily, weekly, or at such other period as may be agreed upon. Provided that where the period is more than one month, the wages shall become due and payable at intervals not exceeding one month. This section seems to have forbid an employer from withholding the employee's salary beyond a month period. Going by the current scourge of non-payment of salaries by most state governments in Nigeria for several months, one wonders the potency of this section as to whether by it the court can order the affected states to perform that duty. The reality is that, this aspect of the law is more obeyed in breach than in observance. Payment of salary is not just a worker right but it is a right with a statutory flavour and therefore places an onerous duty on the employer to ensure that the employee is remunerated as and when due and not at the pleasure of the employer (eyongndi, 2016).

NSE is also entitled to a safe work environment as the employer is under a general labour duty to provide tools, maintain good plant and good premises in the interest of his employees.

Also, the issue of vicarious liability applies. NSE is entitled to compensation which is conferred by the Employee Compensation Act. Where a casual employee suffers an injury whether due to his own fault or not but in the course of effectuating the employment contract, the employee should not be left on his or her own to cushion the effect of such an occurrence.

A major problem with the legality of NSE in Nigeria is that though NSE was not directly provided for but some of the provision that covers a worker can be appropriated to the NSE workers. But the law lacked enforcement power on the employers therefore the employers are not bordered about.

2.5. Who Is a Worker in the Nigeria Labour Law?

A worker according to section 91 of the Nigeria labour act as amended in 2011 as any person who has entered into or work under a contract with an employer whether the contract is for manual labour or clerical work or is expressed or implied or oral or written and whether it is a contract of service or a contract personally to execute any work or labour but does not include;

- Any person employed otherwise than for the purpose of the employer's business or
- Persons exercising administrative, executive, technical or professional function as public officers or otherwise or
- Members of the employer's family
- Representative agents and commercial travellers in so far as their work is carried outside the permanent workplace of employer's establishments or
- Any person to whom articles or materials are given out to be made up, clean, washed, altered, ornamented, furnished, repaired or adapted for sales in his own home or on other premises not under the control and management of the person who give out the articles or the materials or
- Any person employed in a vessel or aircraft to which the laws regulating merchant shipping or civil aviation apply.

In the word of Eyondgi (2016)

> *This definition notwithstanding, the question who is a worker may seem unimportant but it is still leaves a reasonable part of the question unanswered. There is situation where a person offers labour and maintains a seemingly employer-employee relationship nevertheless, he cannot be legally described as a worker. The words worker and employee under the Nigerian labour law legal regime means one and the same.*

The definition of a worker according to the act therefore give rise to the dichotomy between contract for employment and contract of employment as the case stands only a worker can make an employer liable for omissions or actions carried out during the course of his employment.

Thus, in a bid to determine who is a worker in law, various tests have been developed to determine whether or not a person is an employee. (Ogunniyi, 2009) These tests are:

2.5.1. The Control Test

This test is to the effect that, a worker or employee is anyone that is subject to the control of the employer in the course of the employer-employee relationship particularly with the way and manner he performs his duties. (Bell, 2006) Bramwell L.J. enunciated this test in the case of *Yewen v. Noakes* thus: *a servant is a person subject to the command of his master as to the manner in which he shall do his work.* The Nigerian Court of Appeal in the case of *Union Bank (Nig.) Ltd. v. Ajagu* while drawing heavily from the dictum of Bramwell LJ above, held that, 'a servant may be defined as a person employed by another to do work for him on the terms that he, the servant, is to be subject to the control and directions of his employer in respect of the manner in which his work is to be done.' Under this test, what distinguished an employee from an independent contractor is control. The case of *Francis Dola v. Cecilia John* demonstrates this principle. In this case, the Appellant a licensed goldsmith had one Raimi a trained but unlicensed goldsmith who was not allowed to practice save under a licensed goldsmith and he therefore could not get jobs directly from the public but only through the Appellant

under whose direction and supervision he was practicing. He absconded with the valuables of the Respondent and it was held that, though he was not under remunerable employment but since he was under the control of the Appellant, he was the Appellant's employee. This element of control distinguishes contract of service from agency in which the agent is not subject to the control of the Principal with regards to how he performs his duties in execution of the agency. It may be added here that a person need not be in another's service to be ah 'servant' in law. A master and servant relationship may arise even where a person works without pay on the order of another. For instance, where a volunteer has been invited to assist workmen in times of emergency any injury caused by the volunteer to a third party will be absolved by the employer. The relationship of master and servant arises in this instance due to agency which bequeaths on a person the ability to invite assistance and implies in a general agent the authority to act for the principal in all matters within the particular business or operation or to do acts in the normal course of business, profession or position. Such authority needs not be express, it is implied from the nature of the work to be performed or the magnitude of the risk involved as was held by the Court of Appeal in the case of *African Continental Bank Limited & Anor. v. Apogu.* Also, where the workmen were authorized by the master to invite assistance, the master will be liable for any accident that may occur. Due to the inadequacies of the control test particularly with regards to workmen who are professionals and may not be subject to the ostensible control of their employer with regards to how, where and when to discharge their duties, the integration or organization test evolved.

2.5.2. The Organization or Integration Test

This test evolved as a result of the inadequacies of the control test in line with prevailing economic and socio-legal realities. This test seeks to ascertain whether the employee is employed as part of the business, or whether he or she is only an accessory to it. Despite the apparent shift of emphasis from the control test as a means of determining the contractual relationship, it must be stressed that the 'control test' still remains, perhaps, the most significant, single factor determining the distinction between a contract of service and a contract for service, and is now widely used as a part of the multiple. This is so because it is difficult to imagine employment without the right to control the work as it is to imagine the contract of employment lacking an obligation to obey reasonable instructions. In the case of *Stevenson Jordan & Harrison Limited v. Macdonald & Evans* it was decided that, under a 'contract of service', a man is employed as a part of the business; whereas under a 'contract for service' his work, although done for the business, is not integrated into it but is only accessory to it. The case of *Whittaker v. Ministry of Pension* ably amplifies the integration test as the English court held that an artiste who provided her own apparatus but was also required to help move the circus and to act as an usherette, was held to be a servant of the circus because she carried her duties and function on the whole as an integrated part of the business of the company. The inadequacy of this test which is profound is the very notorious casual or contract staffing methodology adopted by several companies in Nigeria both public and private especially commercial bank with regards to cleaners and security guards who are sourced from independent contractors or labour brokers instead directly employed by the individual banks or companies. This employment situation highlights the problem posed by the integration test and have necessitated the emergence of the multiple tests.

2.5.3. The Multiple Tests

Under this test, in its effort to ascertain whether a person is an employee, the courts have always considered a multiplicity of factors. The test was deployed by the English Court in the case of *Ready Mixed Concrete (South East) Limited v. Minister of Pensions* where a driver of a cement lorry in the employment contract was described as an independent contractor who was required to work for the plaintiff cement company. The contract provided that the plaintiff was self-employed, make available a vehicle bought by him on hire purchase from a finance company associated with the Plaintiff, it was the worker's responsibility to paint the vehicle he bought on hire purchase in the company's colour, maintain and insure it. Under the contract, the worker was duty bound to wear the company's uniform and drive on the company's business for a maximum number of hours legally permissible each week as well as obey all reasonable orders of the company just like an employee of the company would whereas, he was paid for his service at a certain rate per mile travelled. He had authority to delegate his duties and was remunerated for jobs he completed. He sued for national insurance purpose and the minister of pensions had to decide whether he was an employee. The minister held that he was an 'employed person' whereupon the company appealed and the court held that, the control test was inadequate to determine whether it was a contract of employment or contract for employment. The court considered multiple factors as explicated in the fact of the case and came to the conclusion that the contract was one for service and not a contract of employment. In the case of *Market Investigations Limited v. Minister of Social Security* Cook J. postulate that, in applying the multiple tests, the question to be asked is, is the person who has engaged himself to perform these services performing them as a person in business on his own account? If the answer is in the affirmative, then the contract is for service, if the answer is negative, then contract is one of service and the person is an employer.

The above tests have helped the courts in determining whether a person who is working for another is an employee or not. To further put into perspective this, discuss, the definition of an employee as encapsulated in the Employee Compensation Act is worthy of examination. The Act defines an employee as a person employed by an employer under oral or written contract of employment whether on a continuous, part-time, temporary, apprenticeship or casual basis. This includes a domestic servant who is not a member of the family of the employer including any person employed in the Federal, State, Local Governments, and any of the government agencies and in the formal and informal sectors of the economy. Thus, one can safely concluding that on the strength of section 73 of the Employee Compensation Act, the control test and the case of *Dola v. John (supra), a Non-Standard Employee is much of an employee as a permanent employee though the incidence of their employment relationship differs.*

2.6. Some Rights of Non-Standard Workers in Nigeria Labour Law

Standing on the labour act definition of who a worker is, there is no difference between a standard worker and a casual worker as they are both considered as workers. Where there is a difference is in the substance of their relationship. Generally, every worker whether casual or not has a right to remuneration which is the value in terms of monetary reward paid to the worker whether daily, weekly, monthly or howsoever agreed between the parties for services or work done by the worker. With regards to entitlement to wages and when same ought to be paid, the provision of section 15 of the Labour Act is germane. It provides thus, *wages shall become due and payable at the end of each period for which the contract is expressed to subsist, that is to say, daily, weekly, or at such other period as may be agreed upon. Provided that where the period is more than one month, the wages shall become due and payable at intervals not exceeding one month.* This section seems to have forbid an employer from withholding the employee's salary beyond a month period. Going by the current scourge of non-payment of salaries by most state governments in Nigeria for several months, one wonders the potency of this section as to whether by it the court can order the affected states to perform that duty. The reality is that, this aspect of the law is more obeyed in breach than in observance. Payment of salary is not just a worker right but it is a right with a statutory flavour and therefore places an onerous duty on the employer to ensure that the employee is remunerated as and when due and not at the pleasure of the employer.

The casual employee is also entitled to a safe work environment as the employer is under a general labour duty to provide tools, maintain good plant and good premises in the interest of his employees. The employee is entitled to a safe working environment devoid of any form of hazard. The employer must ensure that an employee is not exposed to avoidable risk. Provision of safety gadgets and apparatus is a *sine qua non* to the protection of the health of the casual employee. An employer who provides substandard equipment to be used by his employee to carry out their work does so to his own detriment. Also, a casual employee is entitled to compensation which is conferred by the Employee Compensation Act. Where a casual employee suffers an injury whether due to his own fault or not but in the course of effectuating the employment contract, the employee should not be left on his or her own to cushion the effect of such an occurrence.

The casual worker also has a right to freedom from discrimination and harassment of any form as well as respect and dignity of his human person. This right is conspicuously provided for in section 42 (1) and (2) of the 1999 Constitution of the Federal Republic of Nigeria. Under the fundamental Objectives and Directive Principles of State Policy, the social order of Nigeria is founded on ideals of freedom, equality and justice. Section 17 (3) (a) of the same constitution prohibits discrimination in the work place and provides that the state shall direct its policy towards ensuring that all citizens without discrimination on any group whatsoever have the opportunity for securing adequate means of livelihood as well as adequate opportunity to secure suitable employment. Even the ILO Equal Remuneration Convention, 1951 and the Discrimination (Employment and Occupation) Convention, 1958 which Nigeria has ratified heavily lean against all forms of labour discrimination. Unfortunately, this legislation is often obeyed only in breach. The casual workers suffer a lot of discrimination when compared to their counters in permanent employment especially with regards to remuneration, work benefits and classification and unlike their counterpart in standard employment, they cannot take legal actions.

2.7. Trade Unionism and Non-Standard Employee

Trade union remains a cornerstone in Nigerian labour relations. The Constitution of Nigeria as well as the Trade Unions Act accord both workers and employers the right to form and belong to trade union for the purpose of protecting their interest within the bounds of the law. Section 40 of the 1999 Constitution provides that, *every person shall be entitled to assemble freely and associate with other persons, and in particular he may form or belong to any political party, trade union or any other association for the protection of his interest.* This constitutional guarantee covers both workers in the private and public sectors whether standard or non-standard. Any attempt to prevent workers from unionizing under whatever guise is tantamount to an infraction of this constitutional provision. The National Industrial Court of Nigeria (NICN) has given judicial impetus to section 40 of the 1999 CFRN in the case of *Management of Harmony House Furniture Limited v. National Union of Furniture, Fixtures and Wood Workers* when it held that the Claimant cannot prevent its workers from joining the Respondent union. Also, the African Charter on Human and People's Right (Ratification and Enforcement) Act which is a hard law in Nigeria having fulfilled the precondition laid down in section 12 of the 1999 CFRN and given judicial approval by the Supreme Court in the case of *Gani Fawehinmi v. Abacha.* Its article 10 provides that, *every individual shall have the right to free association provided that he abides by the law.* The definition of trade union in section 1 of the Trade Unions Act is apt in recognizing and granting the right to unionize to non-standard employees. It defines trade union as *any combination of workers or employer, whether temporal or permanent, the purpose of which is to regulate the terms and condition of employment of workers.* This definition permits non-standard workers to unionize temporarily according to the temporal nature of their employment. In the case of *Patovilki Industrial Planners Limited v. National Union of Hotels and Personal Services Workers* the NICN held that both permanent and casual workers have the right to join trade unions of their choice for the furtherance of their interest. In this case the Appellant Company was into the business of industrial cleaning. The Respondent union is a registered union. It sought permission to unionize the Appellant's workers, but the company refused on the basis that they were non-standard employees. The Respondent thereupon declared a trade dispute. The Industrial Arbitration Panel (IAP) heard the dispute and gave award in favour of the Respondent union. The Appellant being dissatisfied appealed to the NICN which subsequently upheld the ruling of the IAP. In the case of *National Union of Banks, Insurance and Financial Employees v. Management of Nigerian Industrial Development Bank* it was held by the NICN that where an employer terminates the employment of his employees because of their trade union activities, such a termination is contrary to section 9(6)(b)(ii) of the Labour Act and therefore wrongful, null and void.

By virtue of section 24(1) of the Trade Unions Act, an employer is mandated to automatically recognize a trade union of which persons in his or her employ are members, upon its registration in accordance with the extant provisions of the Act. Failure to so recognize will render such an employer guilty of an offence and liable to summary conviction to a fine of ₦ 1,000. 00 (One Thousand Naira) this recognition is to enable the union serve as an agent of the workers for the purpose of collective bargaining whether the members are permanent of casual staff and whether the union is permanent or temporal. This provision has been upheld in the cases of *The Austrian-Nigeria Lace Manufacturing Company Limited v. National Union of Textile, Garment and Tailoring Workers of Nigeria* wherein the NICN held that section 24 of the Trade Unions Act confers automatic recognition once the union has been dully registered in accordance with the Act. This was also the position taken by the NICN in the cases of *Metallic and Non-Metallic Mines Senior Staff Association v. Metallic and Non-Metallic Mines Workers Union and Nigerian Mining Corporation* and *Mix and Bake Flour Mill Industries Limited v. National Union of Food, Beverage and Tobacco Employees (NUFBTE.)* The National Industrial Court of Nigeria have held that it is unlawful for an employer to deny its employees union recognition once it has been dully registered as a trade union in accordance with the Trade Unions Act as was done in the case of *Corporate Affairs Commission v. Amalgamated Union of Public Corporations, Civil Service Technical and Recreational Service Employees.* The enjoyment of the right to association through formation and participation in trade union is not only a matter guaranteed under Nigerian municipal law but also under international law. Nigeria is a member of the Governing body of the International Labour Organization (ILO) and has ratified ILO Conventions 87 and 98. Nigeria has also ratified International Covenant on Economic, Social, and Cultural Rights (ICESCR) and the International Covenant on Civil and Political Rights (ICCPR). According, Nigeria is bound by these international instruments. This means that workers and trade unions organizations in Nigeria, like in most other countries, have the right to lodge complaints with the ILO Committee on Freedom of Association concerning any abridgements of employees' freedoms. This position is further buttressed by the provisions of section 254C (1) (f) and (2) of the 1999 CFRN (as amended) which empowers the National Industrial Court of Nigeria to apply any international labour instrument which Nigeria is a signatory to which relates to labour matters. Despite all these legal provisions situation still have it that employers do not permit non-standard employees to unionize. In most cases like in some commercial banks these outsourced staffs are made to sign a contract agreement that they won't engage in any union activity while in employment.

3. Recommendation

3.1. Review of the Nigeria Labour Act

It is recommended at this point that the Nigerian legislature should consider a possible policy and legal framework for the regulation and protection of non-standard employees in Nigeria by amending the labour Act.

3.2. Clear Definition of the Legal Status of NSE

The issue of the legal status of the non-standard employee whether outsourced or contract staff should be explicitly defined and not be made a matter of judicial activism only as it is presently the case. With the exception of the employee Compensation Act, there is no other legislation that expressly mentioned casual workers in its definition of who a worker is.

3.3. Unionization of NSE Should Be Entrenched

The issue of denial of the right to form or join trade union of their choice has been one of the characteristic nature of employers of NSE. It is therefore necessary for the amendment to clearly provide that non-standard workers whether employed directly by the company or through independent contractors or labour brokers enjoy unfettered right to form or join trade unions pursuant to the freedom of association constitutionally guaranteed. The rights and privileges of the non-standard employee like that of his counterpart in permanent or standard employment should be spelt out statutory and should be *pari pasu* with that of a permanent employee especially rights such as entitlement to gratuity, pension, leave with pay and redundancy benefit as well as compensation for any injury or disease suffered in the course of his employment.

3.4. Adequate Penalty for Employers' Non-Compliance

Stringent punishment should be melted out to any employer who infracts such rights. This if done, will serve as a deterrent to others and will alleviate the plight of non-standard workers which will in general impact positively on the economy.

4. Conclusion

It will not be a justifiable statement to assert that the non-standard workers in Nigeria are not protected by law. In fact, are they protected by law as humans and also as workers? Though the ambiguity of the definition of a worker as offered by the Nigeria labour act does not clearly provide for the regulation of employer-employee relationship in a contract of employment, the Act assume these set of people as workers and should be treated as such in comparison to their counterpart in the Standard Work Arrangement.

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xxxix. The case of *Okwoli & 13 Ors. V. National Maritime Authority* (unreported suit No. FHC/L/CS/365/2001)
xl. Turner v. Mason
xli. Videan v. British Transport Commission
xlii. Law Reports
xliii. (1990) 1 NWLR (Pt. 328) 343
xliv. (1971) NCLR 803.
xlv. (1965) NMLR 209
xlvi. (1973) 1 NMLR, 58,
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xlviii. (1973) 1 NMLR 40,
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lxiv. (1971) 3 All E.R. 385
lxv. (1952) 1 TLR 101 at P.111
lxvi. (1967) 1 QB 156
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lxx. (1967) F.N.R. 80
lxxi. (1965) 1 All NLR 141; (1968) NMLR 372
lxxii. (1956) SCNLR 334; (1956) 1 F.S.C. 96; (1946) 1 All E.R. 350
lxxiii. (1932) A.C. 161; (1936) 3 All E.R. 261.
lxxiv. (1982) 1 F.N.R. 88
lxxv. (1985) ANLR 291; [1985] 2 NWLR (Pt. 5) 17
lxxvi. [1988] 2 NWLR (Pt. 80) 25 at 55
lxxvii. (1965) L.L.R. 261; (1845) 14 M. & W. 112
lxxviii. (1978) 1 IM. SLR 202
lxxix. Acts
lxxx. Section 73, Employees' Compensation Act, 2010
lxxxi. Section 9 (1) (c) Labour Act, 1974, Cap. L1, Laws of the Federation of Nigeria, 2004.
lxxxii. *Labour Act, 1974, Cap. L1, Laws of the Federation of Nigeria, 2004
lxxxiii. This is the principal legislation that deals with Labour/Industrial matters in Nigeria, others include:
lxxxiv. The Trade Disputes Acts, 1976, Cap.T8, LFN, 2004,
lxxxv. Trade Unions Act, 1973, Cap. T14, LFN, 2004,
lxxxvi. Factories Act, 1987, Cap. F1, LFN, 2004.
lxxxvii. Employee Compensation Act, 2010