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ABSTRACT

This study examined the relationship between trade union participation and workplace employment contract in Nigeria. The study adopted cross sectional research design. The population for this study included 179 respondents from the Ministry of Labour and Employment (MLE), the Trade Union (TU) and Employer's Associations. The sample size of 124 was determined using Taro Yamene techniques. The hypotheses were tested using the Pearson Moment Product Correlation Coefficient with the aid of the Statistical Package for the Social Sciences version 23.0. The result revealed that trade union participation significantly influences workplace employment contract. Relying on this finding, the study concluded that trade union participation affects workplace employment contract in Nigeria through contract formation, performance and termination. The study thus recommended that trade union should continue to participate in economic tripartite arrangement to ensure that the formation, performance and termination of workplace employment contract are carried out as stipulated in the Nigerian labour laws in order to ensure harmonious workplace employment relations in Nigeria. Also, trade union should endeavour to address their level of participation not to focus on their interest seeking alone but to actively participate in order to build a consensus on the matter that borders on employment contract which would improve workplace employment relations in Nigeria.

Keywords: *Trade Union Participation, Employment Contract, Contract Formation, Contract Performance, Contract Termination*

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INTRODUCTION

Industrial relations practice has become one of the most delicate and complex problems of modern industrial society. Industrial progress is impossible without cooperation of labours and other related bodies. One can equally argue that industrial relations is a major factor that affects directly or indirectly workplace employment and productivity through such variable as managerial competence, workers motivation, and institutional backup.

If we take industrial relations parties as an important factor affecting workplace employment relations, we will noticed that non corporatism does not only affect employment relations through employee turnover alone but when there are incessant work stoppages, machines and other fixed and variable capitals are not fully utilized it also reduces the level of output and increase average cost (Humphrey, 1991). Cooper, Johnson and Holdsworth (2012) studies show that there is a high rate of employees' ill-treatment as witnessed by an increased non-union employee representation. Olson (1997) posits that, law makers have long attempted to control what goes on in the workplace, but the new laws differ greatly from what came before. Kaufman (1997) argues that, non-union employees' representation plans fell into disrepute in the 1930s, has affected many. (Katz, Kochan& Weber, 1982) pinpoints that the slowdown in productivity growth and sluggish macro-economic performance in recent years has drawn increasing attention to the system of industrial relations and various strategies for improving performance.

In this era of globalization, couple with complex organizational structures and changing workplace environment, no nation's industrial sector can function effectively without the cooperation of employers, employees, government, and labour unions culminating into a tripartite relationship, integrated for nation's development. Since labour force serves as a critical factor for organizational and nation's development, the relationship between employees, employers, trade union and government has become an important issue to address for smooth functioning of labour union organizations, government, employers of labour and employees (Blyton & Turnbull, 2004). According to Albrecht (2010) many organizations today value their labour force and see them as major contributors to the achievement of corporate goals and they recognise that employing effective employment relationships can enhance their organizations' strength. Labour unions and employment relations have been the most critical element to address in both the public and private sectors since the conception of modern economic organizations (Albrecht, 2010).

Scholars have made huge efforts to examine the importance of managing employee-employer relationships (Blyton & Turnbull, 2004; Falola, Ibidunni & Olokundun, 2014). According to Hameed (2009) managing the relationship between employers and employees is a contentious issue that could negatively or positively affect the performance of managers and employees.

Falola, *et al.,* (2014) found that this relationship when managed effectively improves employees' attitudes, (Falola *et al.,* 2014), ensures commitment and job involvement (Taiwo, 2010; Wagner& Harter, 2006). The relationship between employees and employers and trade union has been seen as tripartite relationship of which its effective management leads to favourable workplace employment relations and contributes maximally to nation's economic development, growth, stability, success of labour unions as well as friendly work environment (Metcalf, 1993; Stajkovic & Fred, 2003). Employment relations focuses on managing the relationship between employees and employers to enhance their engagement (Marsden, 2005).

Several factors tend to influence workplace employment relations and among those factors, are: reduction of incentives, pay differentials for skill and

responsibility. Also, workplace employment relations could be influenced by relationship of the parties because in Nigeria, the relationship between employees, employers, labour unions and government is complex which required critical examination of the concept of industrial relations parties in order to build an effective workplace employment relation. Industrial relations parties are the economic tripartite arrangement involving dialogue between organized private sector/business interest group, government and trade union to establish economic policy.

All over the world, trade unions have become important agents of socio-economic transformation and class struggle always representing the working-class interests against capitalist exploitations. In contemporary times, trade unionism has become an indispensable tool in ensuring industrial harmony between employer and employee, especially in developing countries. It is well known that trade unions have emerged throughout the world to improve workers ' living and working conditions (Okechukwu, 2016).

Industrial relations parties involve two different uses; the first one sees industrial relations parties as a system of interest representations while the second, and more common usage of industrial relation parties centred on institutionalized pattern of policy-formation in shaping of economic policy. Whatever is the case, industrial relations parties are a strong factor that plays an important role in workplace employment relations. Moreover, tripartite institutional arrangements are typical of social-democratic governments that try to intervene in industrial relations not by a restrictive policy, but by creating an environment which facilitates cooperation between workers and employers (Therborn, 1987).

Trade union an organization whose membership consists of workers and union leaders, united to protect and promote their common interests of their members.

The principal purposes of a labour union are:

- To negotiate wages and working condition terms,
- To regulate relations between workers (its members) and the employer,
- To take collective action to enforce the terms of collective bargaining,
- To raise new demands on behalf of its members,
- To help settle their grievances

This study was guided by the following research question:

- What is the relationship between trade union participation in economic tripartite arrangement and contract formation in Nigeria?
- What is the relationship between trade union participation in economic tripartite arrangement and contract performance in Nigeria?
- What is the relationship between trade union participation in economic tripartite arrangement and contract termination in Nigeria?

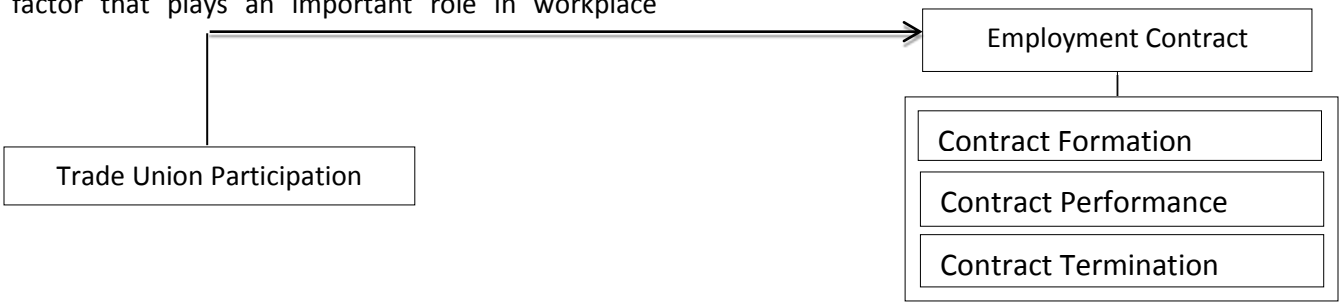

Figure 1: Conceptual framework for the relationship between trade union participation and employment contract

Source: Author's Desk Research, 2019

LITERATURE REVIEW

Trade Union Participation

Hyman and Mason (1995) used the term participation to refer to those initiatives by government, employer and union which promote the collective rights of the union to participate in economic decision making that affect their members. Participation provides trade union with the opportunity to influence and take part in decision making processes affecting the workplace. Participation could be defined as joint consultation in decision making, goal setting, profit sharing, teamwork, and other such measures through which a firm attempt to foster or increase its employees' commitment to collective objectives.

A trade union is an organization of workers dedicated to protecting their interests and improving wages, hours and working conditions (Adesunloye, Oshioluame, Abiola- Cudjoe, Anene, Ekong, Olusola, Babatunde, Nweze, 2012). Over the years, trade unions have been participating in the economic, social welfare, political, psychological benefits and opportunity to participate in managerial function in the industry. One of the issues which have led to trade union participation in Nigeria working environment is on wage determination to meet standards of living, good condition of service etc. (Adesunloye, *et. al.,* 2012). Ely (1886) and Adams (1887) laid increasing emphasis on the justification for the participation of trade union to balance the one-sided price determination and conditions of labour, and the relation of the state to workplace governance.

For Oyesola (2010) the basis of contemporary employers and trade union relations is the creation of communication amongst representatives of workers and employers. Here, ideas are traded between the two groups to help in correcting defective execution, misconduct, and any other performance related problems that may arise. Other problems like applicable regulations, legislations, dialogue, grievance and appeal rights, bigotry, and whistleblower protections are also tackled. It involves striking a balance of interests, and it is dedicated to establishing and maintaining a conducive work place to iron out job-related issues. Trade unions are also a party that represents the collective interest of the workers at the workplace (Ely, 1886).

Good working conditions also include emotional protections such as the right to a working environment free of harassment and discrimination. To protect the rights of workers to work in an environment free of hostile, unwelcome conduct, especially when the slights and discrimination are based on race, religion, age, disability or gender. Such discrimination is explicitly illegal when an employee is forced to endure it as a condition of employment or when the situation is severe enough that a reasonable person would find the work environment abusive or hostile (Oyesola, (2010). Although workplace harassment often comes from a disproportionate distribution of power such as between an employer and employee, it can also include behaviour coming from anyone in the workplace, including co-workers and even customers (Oyesola, 2010). The person filing the complaints doesn't even need to be harassed personally. If there is a witness to hostile behaviour directed at a co-worker that makes him/her feels deeply uncomfortable, such employees have a legal right to file a complaint and seek outside remediation. Some of the major instruments for participation are dialogue and collective bargaining (Ajayi, 2009).

According to the International Confederation of Free Trade Union (ICFTU, 2009) trade union is seen as “a continuing and permanent organization created by workers to protect them at work, to improve their working conditions through collective bargaining, to seek better conditions of their lives and to provide a means of expression for the workers’ view on the problems of society (ICFTU, 2009). Under the Trade union there exists trade union congress (TUC) and

Nigerialabour union congress (NLC). According to Zeb-Obipi (2018), within the trade unions could be found associations of senior employees (staff associations) on the one hand and junior employees (labour unions) on the other.

Most trade unions in the world exist for historical and ideological reasons of advancing the cause of workers and the society at large. They engage the working social and economic order and may either accept the existing economic order or work within that order to achieve a favourable set of economic terms and employment conditions, or they may seek to overthrow the existing political and economic system and replace it with another (Okaka, 2005 ;Iyayi, 2009; Beladi&Mukherjee, 2017). In Africa trade unions emerged as a response to the despotic capitalist colonial order (Odigie, 1993; Ojonemi, Onechojon & Attai, 2013). Thus, trade union movement since its existence has contributed immensely to the political and economic development to the Nigerian economy (Oparanma, 2014). This is the reason why its participation has become a dimension of industrial relations parties. In the Nigeria, unions are represented under the umbrella of the Nigeria Labour Congress (NLC) and Trade Union Congress (TUC).

Workplace Employment Contract

An employment contract also known as employment agreement is a document by which employers and their employees define their roles and obligations at the beginning of an employment relationship. In Nigeria, an employment contract must be given to the worker within three months of commencement of employment. According to Biriowu (2017) employment contract is an agreement that is typically voluntary, intentional, and legally enforceable, therefore binding between an employer and an employee. As a condition of his/her job, the worker must agree to this agreement. Employment agreements contain a range of processes and/or policies needed to safeguard the employer's own interests. The contract often states a timeframe inhibiting the employee after they leave the company, from working for a competitor or in a similar industry. This section is often contested in the courts. An employment contract or contract of employment is a kind of contract used in labour law to attribute rights and responsibilities between parties to a bargain. The Agreement will contain information such as the names of the parties to the agreement, the nature of employment, role and responsibilities of the employee, compensation, conditions for termination of the employment and all other conditions as may be agreed by both parties. Once parties have signed the contract, it becomes a binding contract. That is, a breach in any clause in the contract entitles the other to a remedy in law. This document can be used by an employer who has decided to retain the services of another person or an employee after deciding to accept an employment (Haider, Fatima, Asad & Ahmad, 2016).

In this document, both parties can set out terms and conditions which will protect them from any dispute that may arise in future. For example, an employer can use this document to restrain the employee from working with a competitor or prevent the employee from using confidential information during and after the employee ceases to work for the employer. It can also be used to provide a suitable dispute resolution method in case any dispute arises. The employee can also use this document to set out terms like compensation, bonus and other benefits like health insurance, pension, etc. for the services rendered (Haider, et al., 2016).

This employment contract could be understood on the basis of its formation, performance and termination:

The Formation of Employment Contract

In legal parlance, a contract is said to be an agreement between two or more persons, which creates an obligation to do or not to do a thing. The agreement must be enforceable at law. Bales & Jason

(2008) however, points out that covenants as agreements are excluded in the application of this principle of legal enforceability. For Bales and Jason (2008) therefore, for a valid contract to exist, there must be an offer to contract by one of the parties having the intention. The offer must lead to an acceptance to be bound by the terms of the offer by the other party. There must also exist a consideration (a bargain) meaning the conferring of a benefit by one party to the other party in return for a promise to do a certain thing by the party receiving the benefit.

Colvin (2008) however made a distinction between a contract of service or employment and a contract for service. He saw a contract of service as a relationship between an employer and an employee whereby the employee agrees to serve the employer and to remain subject to the control of the employer in return for a benefit. This contract which is seen as a master/servant relationship, empowers the employer (the master) to decide what thing is to be done; the way it should be done; the means by which it should be done, the time and place it should be done. For Colvin (2008) then, the contract of service is distinguishable from the contract for service, which is a relationship between an independent contractor and an employer. Here, the employer can only stipulate and direct what work is to be done. It is usually the business of the independent contractor to direct on how the work is to be done. Once the formation of the contract has been perfected, the duties and obligations of the parties are brought to bear on the parties. This, in legal terms, is referred to as the performance of the contract.

The Performance of Employment Contract

In the performance of the employment contract, Eisenberg and Hill (2003) points out that, the Courts, over the years, developed duties, rights and obligations for the parties, and remedies for damages suffered by the parties in the employment relationship. Remedies (claims for damages) are available at common law where one of the parties proves a breach of its rights and duties by the other party. At common law, therefore, labour (a worker) is entitled to claim damages only where he is able to prove a breach of the common-law duty which an employer owes him. An employer is also entitled to claim damages only where he can prove a breach labour owes him. An examination of these duties will be necessary. These duties, obligations and rights are described in legal parlance as common law duties. For Eisenberg & Hill (2003) therefore, these duties and obligations are apportioned to both employers and employees. Though the duty to take reasonable precautions to secure the physical safety of workers may be regarded as the most important of all the duties of the employer at common law, of similar relevance are the other duties implied at common law, and which may be arranged as follow:

Duty to Provide Work or Payment In lieu of Work: Bennett- Alexandra and Hartman (2004) are of the opinion that the contract of employment does not necessarily oblige an employer to provide a worker with work. In a landmark case between Collier versus Sunday Referee Publishing Company Limited, Justice Asquith (1940) was said to have validated the position taken by Bennett-Alexandra *et al* (2004). In the said landmark case, Justice Asquith had said thus:

"Provided I pay my cook her wages regularly, she cannot complain if I choose to take any or all of my meals out".

There is therefore no prime facie duty upon the employer to provide his worker with work. This rule is reasonable because some employers may find it impossible to ensure that work is always available especially in seasonal employment (Biriowu, 2017). At common law, an employer is also under a duty to continue to pay the agreed or stipulated wages or salaries of a worker who is willing and ready to work. This obligation of the employer to provide work or pay salaries and wages in lieu of work does not apply where a statute or collective agreement provide

otherwise or where a worker breaches the employment contract. It should be noted importantly however that there are exceptions to this general rule where the employer is said not to have a prime facie duty to provide work, provided the worker is paid in lieu of work. Sherwyn, Estreicher, and Heise (2005) for instance, points out that, in some contracts of employment, the opportunity to work is of the essence of the contract and mere payment of wages is not a discharge of the contractual duty of the employer to provide work. There are therefore three groups of contracts that are exceptions of the said rules:

- **Contract of Apprenticeship:** This is given the exception so as to enable the apprentice to learn his trade and acquire the necessary skill as no provision of work will retard him.
- **Contracts of Employment of Theatrical Worker**: Here, the provision of work enables the worker to gain publicity which is considered to be of an additional value. Failure of an employer here to provide work may involve not only loss of remuneration (where this depends on the work done).
- **Contract of Employment Based on Commission or Piece Rate:** This is where the employees' remuneration depends upon his performing work and failure to provide work will sterilize the worker rather than absorb him.

Duty to indemnify workers against liabilities and losses- In course of performing his duties, if a worker properly incurs liabilities and losses, for example, libel, slander, unlawful mission without knowing of its illegality, he shall be entitled to be indemnified (Uvieghara, 2001).

Duty to provide testimonial or reference to departing workers- Uvieghara (2001) points out that the employer is not under a legal obligation to provide a testimonial as reference to his departing worker; though employers provide it as a social duty. Where an employer performs this social duty of providing a testimonial or reference to his departing worker, and where the statements made concerning this worker are not true, the employer will be civilly liable in three possible ways:

- **Defamation:** A statement which is libel where it is written, and slender where it is unwritten and which lowers a person's standing in society or which causes him to be shunned or avoided. The employer may however put forward a defense of justification where the worker has no reputation to defend or a defense of qualified privilege where a case of malice is not established against the employer.
- **Deceit:** This pre-supposes a false statement. Where an employer gives a reference or testimonial and knowing that it was false, he may be liable at the suit of the new employer.
- **Negligence:** A careless but unintended statement in the testimonial or reference of which a reasonable person cannot ascertain the truth may make the employer who provided it to be liable.

Employer may however generally escape liability provided they can show that the statement was made in pursuance of a social duty and again where they can establish the defence of justification or qualified privilege.

- **Duty to Provide Board and lodging for their Workers:** In recent times, there is no duty of an employer to provide board and feeding unless such is provided for in the contract of employment (Uvieghara, 2001). The non-contractual obligation on the employer to provide board and feeding does not protect him against liability for negligence where he fails to notify the appropriate medical authority, should his worker fall sick or meet with an accident.
- **Duty to Provide Care:** The duty of the employer to take reasonable precaution to secure the physical safety of their workers has been

regarded as the most important duty at common law. Bennett-Alexandra *et al* (2004) states that this duty involves the use of reasonable care in the selection of efficient workers so that they may be reasonably competent to do the work; provision and maintenance of proper plant and equipment; and the combination of the whole in a safe system of work so as not to expose a worker to any unnecessary risk.

- **To pursue the securing of the physical safety of workers at the workplace**, employers have it as a common-law duty to use reasonable care in the selection of workers so that may be reasonably competent to do the work; to provide and maintain proper plant and equipment; to combine the whole in a safe system of working so as not to expose a worker to any unnecessary risk. Where an employer breaches these duties and where this breach results in injury, the worker has it as a right to claim damages. This concept of safe system of work, Choi and Eisenberg (2009) points out, had become extremely wide, covering the layout of work; a single operation; activities incidental to work; and work outside the employer's immediate control. This common-law duty of care provided by employers has the following attributes:

Non delegability of care duty: The duty of care cannot be delegated. It is no defence to show that the employer has deputed a servant, agent or independent contractor to install and maintain proper precautions as in Wilson's and Clyde Coal co v. English (1938) where the employer was held liable for an unsafe system of work in his mine although he had entrusted his responsibility (as he was required to do) to a colliery agent.

Other three sub duties enumerated under the duty of care, that relating to proper plant and equipment has had a Chequered history. In Davis v. New Merton Board Mills Ltd(1938) for instance the English House of Lords resolved a conflict in the cases by holding that no employer incurs liability in negligence to an employee who has suffered injury by reason of using a defective tool which has been negligently manufactured by a third party, provided such tool has been obtained from a reputable source and the employer has made such inspection of the tool as in reasonable in the circumstances.

Reasonability of Care Duty: The duty of care only demands that employers take reasonable care to protect the safety of employees or workers. It does not oblige employers to guarantee the adequacy of plant; the competent of fellow employees; and the system of work. The key words therefore are reasonable foreseeability. The courts, according to Clermont and Stewart (2004), have treated these cases with the application of 'broad reasonable care formula' and as one of fact and not of law. This formula permits variability since it considers the nature of the work; the skill of the workers; the state of scientific knowledge etc. as in, for example, Paris V. Stepney Borough council (1951) where the employer was held liable because he ought to know that a filter with one eye ran a greater risk of blindness than a person with two eyes, and in James V. Hepworth and Grandafe(1968) where the employer was not held liable because he may not have known that the Jamaican could not read the notices enjoining the wearing of protective clothing.

Non-Extension to Employees Properties: The duty of care of employers at common law does not extend to the safeguarding of the property of employees where there is no assumed liability by reason of contract, statute or otherwise.

The duties apportioned to the employee include the following:

- **Duty of obedience**- A worker is under a duty to obey the orders or instructions of his employer, provided such orders or instructions are not radically beyond the scope of his employment and not unlawful under the general law (Okene,

2012).Where a worker is confronted with an order radically outside the terms of the contract or employment scope, he may treat it as a constructive dismissal, if the order involves a fundamental breach (Uvieghara, 2001).A worker is under a duty to obey the orders of his employer provided such orders are within the terms of the contract (express or implied) and which are not unlawful under the general law. The worker cannot be required to do any job beyond the scope of his employment. The worker can lawfully refuse to obey an order (unless the contract permits) which requires him to run the risk of physical injury or serious infection. This goes to show the limit set by the contract on managerial discretion at common law. The employer cannot unilaterally alter the terms of employment under a current contract as shown in Marriott V. Oxford district co-operative society Ltd (No.2) (1970) (2), where the employee's continuance under pretest was not taken to indicate consent when the employer sent him a letter demoting him and reducing his wages. Employers who order workers to perform radically different work have been held to have dismissed them, thereby incurring liability for wrongful dismissal. Where a worker is confronted with an order outside the terms of the contract, he may ignore it or treat it as a "constructive dismissal" if the order involves a fundamental breach. However as opposed to the unilateral alternation of the terms of employment under a contract, there may be a consensual variation of contract or a non-contractual variation of worker arrangements. The test for a worker's disobedience is not based on one or several occasions but whether or not the disobedience manifests an intention to repudiate the whole contract as exemplified with the under-writer who had an immediate dismissal for writing a risk (a single act of disobedience) despite a specific order not to do so from his board of governors. Not all acts of single or isolated cases of disobedience that may lead to the repudiation of the whole contract.

- **Duty of faithful service or fidelity:** This duty which rests on the principle that employees should co-operate with their employers in order to further the employer's business interest is based on the premise that workers should not frustrate the commercial purpose of the employers' business (Bennett-Alexandra et al, 2004). The common-law duty of a worker to serve his employer faithfully rests on the principle that the worker should co-operate with his employer to further the latter's interest. Though Lord Greene M.R pointed out in Hivac V. Park Royal scientific instruments Ltd, that the practical difficulty is to find exactly how far that vague duty of fidelity extends. This duty is based on the premise that workers should not frustrate the commercial purpose of the employer's business. All employers who wrongfully furthered their own interest as opposed to the interest of their employers have breached their duty of faithful service. This duty of fidelity can appear in many guises, sometimes it is based on the employer's right to protect his business interests. The insurance agent who canvasses for a rival company in which he has interest or gets a commission; the sales clerk who canvasses his Master's customers shortly before leaving to set up his own shop; the worker in the coca cola factory who leaks the coca cola formula to the production engineer in the Pepsi cola factory, are all examples of persons who have wrongfully furthered their own, as opposed to their employer's interest. So also, will a worker wrongfully further his own interest where he does not account for property received on behalf of his employer; for bribes and for secret profits derived from the position which he holds. The duty of fidelity also rests on the fact that workers

must be worthy of the trust reposed in them by their employers. This duty of trust is so powerful that it was held to have been breached when a worker was found to have borrowed money from his till without authority and replacing it quietly without dishonesty. Colvin (2008) points out that spare time work by an employee would normally not be (in the absence of express or implied contractual prohibition) in breach of faithful service. The duty of fidelity is also prayed in aid to restrain the employee from wrongfully exploiting his own inventions whether they be patents, copy rights and that, this right to exploit will normally be regulated by contract. Where no such law exists, the right to claim the inventions of the employee lies with the employer in whose employment the former is at the time of the invention. However, the patents laws usually provide how benefits of an invention will be apportioned between an employer and his employee.

- **Duty to be free from misconduct**: Colvin (2008) pointed out that, with increasing industrialization, education formalization and society secularization, there has been a shift of emphasis on the meaning of misconduct – from mere moral disapproval of the conduct of a worker to a more programmatic inquiry whether the misconduct has any bearing on the performance of the duties of a worker. It is therefore now suggested that a worker is in breach of his duty to be free from misconduct only where it is related to the degree of damage likely to ensue to the employer, his property and his fellow servants. In some cases, however, Uvieghara (2001) pointed out, the misconduct may have no link with the duties of the employee to justify instant dismissal – In Moller v. MCC (1961) the Court held that the employer has discretion to define what constitutes disrepute where it is stated in the employment contract that an employee will be dismissed for misconduct where he brings his employer into disrepute.
- **Duty to indemnify or to use skill and care**- This duty to use skill and care in the performance of a job is based on the premise that, when a skilled worker applies for a job, and is employed thereof, there is on his part an implied warranty that he is of skill reasonably competent to the task he undertakes (Eisenberg & Hill 2003). Negligence or carelessness (though a form of misconduct) on the performance of a duty is a necessary ingredient for the establishment of a worker's liability to indemnify his employer. The negligence has to be related to the actual duty the workman is employed to do. An express promise or express representation is not necessary. A Lorry Driver in a slaughterhouse yard, injured fellow-employee, who happened to be his father. The injured man recovered damages from the employers on the basis of their being vicariously liable to the tort committed by their employee. The employers later sought to be indemnified in respect of the damages and costs awarded to the father, claiming that it was an implied duty to the driver to perform his duties with proper care and it was held that the driver was liable to indemnify his employer in full.

The Termination of Workplace Contract

The termination of contract of employment could be explained in relation to the law of contract. That is, where a party to the contract commits a breach to the contract, the innocent party could either accept or waive that breach. This conception which applies in England however, relates to the law which provides that a congenial reason be provided before an employee is removed (Uvieghara, 2001). This practice is absent in Nigeria. The Courts of England prohibit the removal of workers at the whims and caprices of employers.

In Human Resource Management parlance, the word termination is widely used to describe all forms of personnel separations in industrial organizations (such as termination, resignation, redundancy and dismissal). For Uvieghara (2001) there are various ways by which a contract of employment can be brought to an end. These are by notice, by agreement, by frustration, by performance and through constructive termination. A contract of employment may be brought to an end by notice where either party gives appropriate notice on an intention to terminate the contract. Appropriate notice may be determined by provisions in the employee's conditions of service handbook; by statute and practice. A contract of employment may also be brought to an end by agreement where duration of contract is spelt out in that agreement. Through frustration (supervening events such as Civil War, illness, death etc.), a contract of employment could be brought to an end. By performance, parties to an employment contract may bring it to an end when a definite period is fixed for the performance of the contract. It is another matter if a dispute arises on whether the parties actually performed.

Trade Union Participation and Workplace Employment Relations

Workplace employment relations refer to the formation of the workplace employment contract; the performance of the contract; and the termination of the contract and it specify the parties in the contract and the ways by which the parties are involved in the regulations of the contract (Biriowu, 2017). According to Ojonemi, et al., (2013) and Okechukwu (2016) it was found that trade union participates in workplace to ensure that no party breached the contract. Although sometimes workers may find it difficult to dialogue with employers on their condition of service and benefits to be received and termination of contract, trade union participates to provide fair dealings and encourage mutual relationship to exist between employers and employees. In case of termination of contract of employment, it's a critical issue of which its improper handling always gives way to employees' agitation.

Okechukwu (2016) found that trade union participates to provide effective machineries for ensuring industrial peace and harmony within an industry. Thus, the relationship between trade union participation and workplace employment relations stemmed from the fact that the employers and employees are under trade union umbrella. Sometimes the relationship between employers and employees results in conflict and disagreements. In this case, trade union participates to settle this disagreement before it gets out of hand.

The Labour Act requires that within three (3) months of the engagement of an employee, an employer must give to the employee a written contract of employment which contract must specify among other things, a description of the parties to the contract of employment, the nature of the service or services to be rendered under the contract of employment, the tenure of the contract including its probation period, the remuneration which must be paid in the legal tender of the country where the contract is entered into, the hours of work, mandatory holiday with paid leave, rules with regard to periods of incapacity to work due to sickness or injury, maternity leave, the appropriate period of notice to be served before the contract can be terminated, possible grounds for dismissal of the employee without notice, etc. (Odigie, 1993).

These findings place acceptable limitations on the relationship between the variables therefore the following hypothesized statements are made.

$\mathbf{H_{o1}}$: There is no significant relationship between trade union participation and employment contract formation in Nigeria.

$\mathbf{H_{o2}}$: There is no significant relationship between trade union participation and employment contract performance assessment in Nigeria.

H_{o3}: There is no significant relationship between trade union participation employment contract terminations in Nigeria.

METHODOLOGY

The study adopted cross sectional research design. The target population of this study included the Ministry of Labour and Employment (MLE), the Trade Union (Nigeria Labour Congress (NLC), and Trade Union Congress (TUC)) and Employers' Associations. The leaders and their assistants in these establishments constituted the population size of 179 that responded to the research questions.

Table 1: Representatives of the Study

S/NO	Organizations	Affiliates/Depts Representatives	Average number of Representatives	Total Accessible number of Representatives
1	Ministry of Labour and Employment (MLE)	4	5	20
2	Trade Union (TU)	67	2	134
3	Employers' Associations (NECA)	5	5	25
	Total	**76**		179

The sample size for the study was determined using Taro Yamene's model and Bowley's (1964) allocation formula each for strata sampling for each association and ministry. 124 respondents were determined as sample size through Taro Yamen's techniques. The hypotheses were tested using the Pearson Moment Product Correlation Coefficient with the aid of the Statistical Package for the Social Sciences version 23.0.

DATA ANALYSIS AND RESULTS

Bivariate Analysis

In this section, the secondary data analyses from the outcomes of the hypotheses were presented with test conducted using the Pearson's Product Moment Correlation Coefficient at 95% confidence level which was accepted as a criteria for the probability for either accepting the null hypotheses at (p>O.O5) or rejecting the null hypotheses formulated at (p< 0.01). In clear terms, the test covers the hypotheses postulated for the study which were bivariate and stated in null form. According to Irving (2005) r value that is less than 0.20 (r < 0.20) is the benchmark for accepting the null hypotheses and r value that is greater than or equal to 0.20 (r 0.20) is the benchmark for rejecting the null hypotheses.

Test of Research Hypothesis One

H_{o1}: There is no significant relationship between trade union participation and employment contract formation

Table 2: Trade Union Participation and Workplace Employment Contract Formation

		TUP6	ECF6
TUP6	Pearson Correlation	1	.357**
	Sig. (2-tailed)		.000
	N	113	113
EFC6	Pearson Correlation	.357**	1
	Sig. (2-tailed)	.000	
	N	113	113

**. Correlation is significant at the 0.01 level (2-tailed).

Source: researcher's (2019)

As indicated in the table above, it was very glaring that a moderate positive relationship exists between trade union participation and employee contract formation. The *correlation* value 0.357 indicated this relationship and it was significant at p 0.000<0.05. Thus, based on empirical findings the null hypothesis earlier stated was hereby rejected. Since, there is a significant relationship between trade union participation and employee contract formation.

Test of Research Hypothesis Two

H_{o2}: There is no significant relationship between trade union participation and employment contract performance assessment.

Table 3: Trade Union Participation and Workplace Employment Contract Performance Assessment

		TUP6	ECP6
TUP6	Pearson Correlation	1	.557**
	Sig. (2-tailed)		.000
	N	113	113
PEC6	Pearson Correlation	.557**	1
	Sig. (2-tailed)	.000	
	N	113	113

**. Correlation is significant at the 0.01 level (2-tailed).

Source: researcher's (2019)

As indicated in the table above, it was very glaring that a very high positive relationship exists between trade union participation and employment contract performance assessment. The *correlation* value 0.557 indicated this relationship and it was significant at p 0.000<0.05. Thus, based on empirical findings the null hypothesis earlier stated was hereby rejected. Since, there is a significant relationship between trade union participation and employment contract performance assessment.

Test of Research Hypothesis Three

H_{o3}: There is no significant relationship between trade union participation and employment contract termination.

Table 4: Trade Union Participation and Workplace Employment Contract Termination

		TUP6	ECT6
TUP6	Pearson Correlation	1	.377**
	Sig. (2-tailed)		.000
	N	113	113
TEC6	Pearson Correlation	.377**	1
	Sig. (2-tailed)	.000	
	N	113	113

*. Correlation is significant at the 0.01 level (2-tailed).

Source: researcher's (2019)

As indicated in the table above, it is very glaring that a moderate positive relationship exists between trade union participation and employment contract terminations. The *correlation* value 0.377 indicates this relationship and it is significant at p 0.000<0.05. Thus, based on empirical findings the null hypothesis earlier stated is hereby rejected. Since, there is a significant relationship between trade union participation and employment contract terminations.

DISCUSSION OF FINDINGS

The finding revealed that participation provides trade union with the opportunity to influence and take part in decision making processes affecting workplace. Fashoyin (1992) trade union now plays social, economic and political roles not only to the working class but to all Nigerians both the employed and unemployed. Traditionally, trade unions are constituted to protect and champion the cause of workers (Fashoyin, 1992). As one of the important social partners in the industrial relations system, trade unions have helped to collectivize, project, and protect the views, yearnings, interests and aspirations of workers in a bid to improve their terms and conditions of employment within the industrial relations system (Fashoyin, 1992).

The findings were supported by Ojonemi, *et al.,* (2013) and Okechukwu (2016). Ojonemi, *et al.* (2013) found that Trade union participates to ensure that no party breached the contract. Although sometimes workers may find it difficult to dialogue with employers on their condition of service and benefits to be received and termination of contract, Trade union participates to provide fair dealings and encourage mutual relationship between employers and employees. In case of termination of contract of employment, it is a critical issue of which its improper handling always gives way to employees' agitation.

Okechukwu, (2016) found that Trade union participates to provide effective machineries for ensuring industrial peace and harmony within an industry. Thus, the relationship between trade union participation and employment contract stemmed from the fact that the employers and employees are under trade union umbrella. Trade union advanced the welfare of employers and employees in negotiations and dialogues. Sometimes the relationship between employers and employees results in conflict and disagreements. In this case, trade union participates to settle this disagreement before it gets out of hand.

Ojo (2001) found that the earliest aims of trade unions were to protect workers from unscrupulous employers and to secure improvement in wages. Today, this aim has increased to covered areas such as employees' benefits and welfare which has been widely acknowledged by the degree of issues associated with dialogue between trade unions, government, employers and employees. In the same vein of employment regulation Neumark and Wascher (2006) have opine that in Nigeria, regulating workers' wages such as minimum wage has been an issue that is politically contentious and which have generated face –offs between organized labour unions (Nigeria Labour Union), the federal and state governments. Although labour union powers to influence wages, working conditions and the defence of workers have eroded enormously and tend to be quite weak nowadays, write-offs would be wrong. According to Onechojon and Attai (2013), the agreements negotiated by the union leaders are binding on the rank and file members and the employer and in some cases on other non-member workers.

CONCLUSION AND RECOMMENDATIONS

The study concluded that trade union participation affects workplace employment contract in Nigeria through contract formation, performance and termination. This stemmed from the fact that trade union participate in the workplace employment contract practice in the industrial and public sectors in Nigeria. Trade union participates in workplace to ensure that no party breached the contract and if any party breach the contract, the option is to employ legal means to claim damages. Trade union participates to provide active machineries for safeguarding industrial peace and harmony within an industrial environment.

Based on the study findings, the study recommended that trade union should continue to participate in economic tripartite arrangement to ensure that the

formation, performance and termination of workplace employment contract are carried out as stipulated in the Nigerian labour laws in order to ensure harmonious workplace employment relations in Nigeria.

Also, trade union should endeavour to address their level of participation not to focus on their interest seeking alone but to actively participate in order to build a consensus on the matter that borders on employment contract which will improve workplace employment relations in Nigeria.

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