



Management of Collective Agreement and Joint Consultation in Nigerian Labour Relations

Marythecla Igono

Department of Business Education
School of Vocational Education
Umar Suleiman College of Education Gashua
Email: igonomarythecla@yahoo.com

ABSTRACT: In every organization, there are targets to be met. To achieve this target, the management has to bring in certain levels of control on organizational resources, fundamentally the human resources (Chiekezie et al., 2009: 132). This control which is intended to impact positively on organizational behavior can at times be viewed from a negative light and can be a source of tension between workers and their managers especially when it affects workers' welfare. In fact, it has been shown by Bohlander (1984: 95) that "employees unionize because of economic needs, because of general dissatisfaction with managerial policies and practices, and/or as a way to fulfill social and status needs". Whatever the source of the tension between workers and management, this tension is often ameliorated by a certain kind of negotiated social partnership known as Labor Relations. These relations give rise to a comprehensive system of cooperation between employees, managers and government. The concepts of collective agreement, grievances and joint consultation are hence, core concepts in understanding labor relations. This position paper seeks to define and explore these concepts as they connect to workers/management interactions with a view to elucidating manners of managing collective agreement and joint consultation in Labor relations.

Understanding Labor Relations

It has been asserted right from the on-set that there exist negotiated social partnerships in every industrial set up. This negotiated social partnership derives from legal framework defined by act (Arthur, 1995: np) on the one hand and informal practices and industrial conventions on the other. Viewed from this perspective, it could therefore be said that the day to day relationship between union members and managers in the workplace based upon the negotiated social partnership is what is considered as labor relations. Labor relations are very crucial for peaceful relations and the development of mutual respects among employees on the one hand and between employees, managers and employers of labor. According to Akpala (1982:27),

"Managers who fail to treat workers with respect, or companies that view workers only as costs to be cut rather than assets to be developed invite collective action by employees to remedy these conditions".

To avert incessant strikes then, the spirit of labor relations demands that concerted efforts are made in order to solve problems relating to the employment conditions of workers by industrial parties. Labor relations therefore, is a vital tool for the growth and sustenance of industrial efficiency, improving workers' welfare and ensuring labor management co operations. It must be bore in mind nevertheless; that the strengths or weaknesses of the relationship between parties of industry often depend on ways and manners collective agreement reached during negotiations is interpreted and implemented.



Collective Agreement and Grievance clause

Management understanding of the concept of grievance differs from one establishment to another. While in some establishment, grievance is limited to ground of complaint as a result of interpretations or application of the terms and conditions of employment, others see grievances as alleged or real breach of the terms of collective agreement. Whatever the perspective, what is essential is that every joint agreement create provisions or contain a clause that allow an employee or a union to express their dissatisfactions and seek avenue to address them. Statement such as the one given below (extracted from Fashoyin (2011: 208), reflects the kind of grievance settlement policy clause that may be found in the collective agreement.

Any employee who considers that he has cause for complaint or that he has been treated unjustly or unfairly shall be given opportunities to submit such grievance and have it examined in accordance with an appropriate procedure as laid down without suffering any discrimination or victimization for doing so.

Thus, in every joint agreement, there is always a window created for settlement of further disputes arising from misinterpretation and poor handling of a general agreement. This allowance is a realistic way of attaining healthy labor-management relations and for concessions that are difficult to obtain during central bargaining to be made. This allowance is called a grievance clause. Industrial grievance could be classified into two – grievance by mode of negotiation and caused grievance. In mode of negotiation grievance, two types could also be distinguished namely Interest grievance which emphasized the bargaining power of the parties and post-agreement grievance or rather as it is popularly called – grievance procedure, in which what is important, is not the bargaining tactics and strategies but the parties seek solution to specific problems enumerated in the agreement. In a caused grievance, three types could be identified:

- i. Interpretation grievance
- ii. Violation grievance and
- iii. Inadequate grievance.

Chamberlain and Kuhn point out the three basic functions of grievance process in the daily management of collective agreement as:

- i. Settlement of problems of interpretation emanating from differences in point of view over the terms of agreement.
- ii. Application of the terms of the centralized agreement to dynamic and unpredicted emerging situations.
- iii. Creation of disposition to attend to demands for the adjustment of the terms of the agreement to cater for home conditions.

In the Settlement of grievances, six stages are identified in the machinery of grievances procedures. For better understanding of these stages, we shall use the administrative nomenclatures in the tertiary institutions as a way of illustrating these stages.



- i. A personal grievance is discussed with an employee's head of department who is expected to address the worker's grievance within forty eight hours,
- ii. If after forty eight hours, the complaint is not addressed or the employee is still unsatisfied with the solution provided, s/he, along with the union representative, may raised the matter with the next higher authority i.e. The dean who is expected to proffer solution within four working days.
- iii. Should stage ii fails, the employee will now write to Establishment secretary usually a deputy registrar in charge of senior staff. If within twelve working days from the date of the reception of the complaint, and if the employee did not receive solution through his head of department then stage four will apply.
- iv. This time the union shall take up the matter with the registrar in writing and the registrar is expected to investigate and resolve the matter within seven working days.
- v. If stage four fails, the matter shall be referred to the Vice-chancellor who is expected to set an arbitration panel or committee to resolve the matter.
- vi. In situation where there is deadlock, the matter shall be refers to the minister of education who shall subsequently referred the matter to the minister of labor and productivity for consideration in accordance with trade dispute Act.

Remember that this is a mere illustration. Disputes raised by individual employee rarely terminate at the apex point of negotiation. It must also be stated that the procedures followed by the union to resolve matters that have to do with entire staff welfare might follow slightly different stages. In the settlement of dispute though, it is in the interest of the management to avoid prolonging issues and ensure that grievances are nib at the bud. This saves the image of the establishment and ensures industrial harmony.

Management of Collective Agreement

Fashoyin (2011:202), describes labor relations as "the day to day relationship between union members and managers in the workplace, with particular emphasis on the implementation and enforcement of (the) collective agreement." This collective agreement which is also referred to as in some texts as joint or substantive agreement is at the core of labor relations. Collective agreement is defined as "a means of regulating the behavior of workers and employers to the substantive terms of the agreement" (Fashoyin 2011:126). It is an agreement that is derived from collective bargaining between a union on behalf of its members, and an employer (or a group of employers). It is this agreement that ought to govern the conditions of employment of the affected workers usually within a certain period. Collective agreement is therefore a set of rules establishing the rights and obligations of each side in collective relations. The agreement cannot be altered without the consent of the other. Collective agreement need not be confused with procedural agreement. Flanders gave a content distinction of the two terms by explaining that procedural agreement deals with "... such matters as the methods to be used and the stages to be followed in the settlement of disputes, or perhaps the facilities and standing to be accorded to representatives of parties to the agreement", while collective agreement "... refers to wage and working hours or to other job



terms and conditions in the segment of employment covered by agreement". In other words, procedural agreement is a pre-bargaining agreement while collective agreement is a post negotiation agreement.

Once a consensus is arrived at during negotiation, the next logical move is to have the agreement drafted and the onus normally lies on the management to put the agreement into writing. On certain occasion, the exact wording of an agreement may lead to new grievances and consequently to further negotiation to reduce or eliminate ambiguities capable of hurting the position of the respective parties. This means that the function of collecting bargaining is not only giving rise to collective agreement but ensures continuous negotiation in order to resolve grievances connected directly or indirectly to the provision of or adjustment of the agreement. Collective agreement by its very nature is supposed to be a law that is binding on the parties since the provisions in the agreement stands for rights, rewards and obligations that the parties have agreed to uphold as long as the agreement last. This been said, it must be noted that though collective agreement arrived at by recognizable parties and under due process is recognizable by law (see Labor act 1974, The Wage Board and Industrial Councils act 1974, and The Trade Disputes Act, 1976), it is not automatically binding until the parties expressly said so. Committing substantive agreement into writing and having it signed is not the end of the matter. Parties will have to seat down for negotiations and agree on its interpretation and implementation. It is therefore essential, that management creates avenues for continuous negotiations of emerging grievances and ensures constant consultations. The variations in occupational taxonomy, unexpected changes in industrial performance and compensation history of individual establishment for instance, makes it imperative for industries to negotiate specific terms and rate of implementation after general agreement has been reached.

Management of Joint Consultation

Hollinshead and Mike (1995: 155) defined joint consultation as "a process whereby employers/management exchanges views and information with employees". This may be done on an individual basis or through representative and collective arrangements. Since certain labor Acts require that employers consult their employees on certain matters such as health and safety issues, joint consultation mechanism are established following collective bargaining. Nigeria has had a Joint Consultation Committee (JCC) as far back as 1948. The work of the committee is to complement the negotiation machinery. The sense behind the joint consultation is that it serves as tool for discussing the wide area of common interest by management, supervisors and employee. These areas of common interest are such that are not raised or extensively tackled by the bargaining process (see comparative table below).

Table 1: Subjects for Collective Bargaining and Joint Consultation adapted from p.132 and 215 of Fashoyin (2011)

Subjects for collective bargaining		Subjects for Joint Consultation	
I	Wages and salaries	I	Measures to increase productivity



2	Sick leave	2	Welfare services and programme to create satisfaction among employees
3	Shift and night allowance	3	Methods of grievance processing
4	Hours of work	4	Health
5	Out-of-station Allowance	5	Safety
6	Leave allowance	6	Application of collective agreement
7	Annual leave	7	Training and development
8	Transfer allowance	8	Promotion
9	Housing allowance	9	Time-keeping and absenteeism
10	Redundancy principle	10	Late and idleness at work
11	Acting allowance	11	Discipline
12	Pension and gratuity	12	Redundancy
13	Disciplinary procedures	13	Overtime
14	Annual cash payment	14	Reduction or elimination of wastage
15	Uniform/protective clothing	15	Quality control
16	Medical scheme	16	Efficiency
17	Extra-duty allowance		
18	Canteen facilities		
19	Overtime rates		
20	Heat allowance		
21	Maternity leave		
22	Transport allowance		
23	Long service award		
24	Transport facilities		
25	Car/motor- cycle allowance		

Joint consultation differs from collective bargaining as explained by Clegg (1960: 70) in the sense that collective bargaining is

“Appropriate in the narrow area in which the interests of management and workers conflict. Joint consultation was to be used in the wide area in which these interest coincide (particularly, in increasing productivity”.

In organization where it exists, joint consultation has effectively been used for instance by UAC and Nigerian Breweries Limited, to implement peacefully specific terms of agreement. But in certain quarters, some parts of labour and management have expressed half-hearted interest in it. While management has often seen resolutions at joint consultation meetings as mere conclusions and therefore not binding, the union, joint consultation committee is seen as management design to split the union and shed off the loyalty of its members.



CONCLUSION

In this paper, it has been established that Labor relations is a relationship between a defined group of employees and management. These relationships ensures negotiation of a written contract on such issues such as pay, hours, and other terms and conditions of employment and achieve a collective agreement from such negotiation. Since the collective agreement needs to be administered, labor relations also cover the interpretation and implementation of this contract over its coverage period. This implies that the negotiation is continuous and even when there are standing agreements; joint consultation is also employed on such wider issues as health, safety and increment in production.

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