

RETHINKING THE LEGAL STATUS OF TEMPORARY (CASUAL) WORKERS IN NIGERIA*

Abstract

The operation of casualisation in Nigeria labour market is a subject of great concern. It is contemporary and controversial in nature. It is a nonstandard work arrangement practiced globally with varying degrees of regulation. Casual employees are increasingly filling positions that ought to be occupied by permanent workers as a result of lack of employment and poverty. Work is very essential for the survival of any citizen in any given society. This is because it is through work that individuals get their means of livelihood whether as an employer or an employee. Over the years the Nigerian labour market has evolved with a shift from the standard form of employment to a more flexible form. The tragedy of lack of employment has resulted in desperate job seekers to accept jobs which lack security which has introduced unfair practice to the workers and the nation at large. Labour exploitation is pervasive in many organisation in Nigeria and globally. This paper theoretically examined the concept, effects, justification, challenges and causes of casualisation generally. The doctrinal methodology was adopted. The paper examined the legal rights of casual workers in the national and international labour law as other jurisdictions such as China and Ghana have been able to protect casual worker from negative practices. Indeed, there is need for the protection of casual workers in Nigeria as various recommendations have been proffered.

Keywords: Casual, Worker, Labour, Law, Employee, Trade Union.

1. Introduction

The quest for economic survival and relevance has limited the bargaining power of most employees in Nigeria.¹ The usual practice in the work place in Nigeria was a permanent form of employment. This implies that the worker or employer plans to work and retire with the employer. Currently, the use of casual or temporary workers has taken a frightening dimension where skilled and unskilled workers in Nigeria are employed for several years without any form of confirmation.² Casual workers receive a fraction of wages of permanent worker but for doing similar duties.³ These workers retire, resign or their employment are terminated without any form of compensation or job security. This practice is opposed to international labour best practices. Labour standards covers a wide variety of subjects, mainly basic human rights at work, respect for health and safety and ensuring that workers are paid for their labour.⁴ Unfortunately, employers hardly pay minimum wage to workers taking undue advantage of the challenge of unemployment and poverty. According to Erugo, human beings are naturally selfish and if this challenge is not resolved in the benefit of workers, it can lead to conflict and exploitation.⁵ Nevertheless, permanent employment has been taken over by temporary (casual) employment and that is quite unpleasant. Casual labour is irregular employment or part time labour, including the labour of workers whose normal employment consists of a series of short time jobs.⁶

2. History of Casualisation

The main signifier of casual work is the duration of the employment relationship and the type of task to be performed. Before economic liberalization through the economic reform program, casual employment was found in pre-determined sectors.⁷ In those days the extent of casual employment was very low because fixed permanent employment was protected by law. A lot of workers lost their jobs as a result of economic liberalisation and privatization of state asset.⁸ Economic stagnation and obsolete equipment fuelled retrenchment as companies sought to curb or curb labour cost. It is during this time casualisation increased.⁹ In most of the oil companies, there is higher representation of casual workers than permanent workers.¹⁰ Apart from NNPC that has 9000

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¹A Nwokolu, 'Casualisation of Labour with Particular Reference to the Banking Sector in Nigeria' (2018) vol 4 No. 2, *Port Harcourt Journal of Business Law*, 1.

²S Erugo, 'Introduction to Nigerian Labour Law: Contract of Employment and Labour Practices' (2nd edn, Lagos: Princeton & Associate Publishing Co, 2019) 308.

³O B Animashaun, 'Equality at the Work Place: The Challenges Ahead' (2007) 1(3) *NJLIR* 23.

⁴E A Oji & O D Amucheazi, *Employment and Labour Law in Nigeria*, (Lagos : Mbeyi & Associate (Nig) Ltd 2015) 426.

⁵S Erugo, 'Security of Employment in Nigeria, Case for Statutory Intervention'. (2007) 1 *Ife Jurist Review*, 93.

⁶B Okoro, *Law of Employment in Nigeria* (2nd edn, Nigeria: Concept Publication Ltd, 2015) p.102.

⁷R Bamidele, 'Casualisation and Labour Utilization in Nigeria,' (2011) 65 *International Labour Review*, 1- 35.

⁸R A Danesi, *Labour Standard and Flexible Workforce: Casualisation of Labour under the Nigerian Labour Law* (2021) <http://www.ilera-directory.org> <assessed 1st April 2022>.

⁹*Ibid.*

¹⁰NUPENG, Open letter to the Minister of Labour and Productivity on Burning Industrial Relations Issues in Oil and Gas Industries (2003).

permanent staffs 3000 are casual workers.¹¹ The case of Mobil Oil Company is pathetic with no permanent employee in 2001.¹² In Chevron Oil Company, there were 3000 casual workers to 450 permanent staff. Record of Shell Petroleum Development showed that workers employed 8000 casual workers and 520 permanent staff in 2001.¹³ Government effort directed at entrenching the reforms endangered some actions that were inimical to the development of the National Labour congress. Studies have shown where union leaders were brutalized, abducted, arrested, detained and imprisoned for union activities that were anti-reform.¹⁴ One of the most detailed discussions of the position of casual workers is found in the Court of Appeal case¹⁵ where the appellants worked as wine butlers at the Grosvenor House Hotel. They were known as “regular casuals” and were given preference in the work rotas over other casual staff. They had no other employment. They had complained to a Tribunal that they had been unduly dismissed by the company for being members of a trade union and for taking part in the activity of the union.¹⁶ The employment tribunal found that many factors were consistent with a contract of service, but one thing was missing, mutuality of obligation. The Respondents had no obligation to provide work, and if the workers could obtain an alternative work, they were free to take it. They were deemed to be in business on their own. The preferential rota position was not a contractual promise. Their Lordships were not attracted by the proposition that there was in fact a series of short contract of service.¹⁷ It is important that mutuality of obligation exist in order for a contract of service to arise. This fundamental point was stressed by the Court of Appeal¹⁸ where the applicant was a ‘bank nurse’ with the respondent health authority, which meant that she was taken under a global contract of employment but was offered work as and when it was available, with no obligation on either side. Notwithstanding, that she worked for three years with gaps totaling some four and a half months, the court of appeal held that she was not an employee because there was no mutuality of obligation as she could refuse work as she wished.¹⁹

3. Conceptual Framework

According to a report by the campaign for democratic and worker’s rights in Nigeria, the number of casual employees in Nigeria was 45% percent of the entire working population. This means that in a factory of 20 workers, nine of them were casual workers with the essence of making profit to and to downsize cost.²⁰ More especially in this post covid-19 era the utilization of casual worker is on the boom as the era of permanent employment is phasing out as a result of increase in technology.

Casualisation of Labour

Casualisation of labour has no precise definition. The Australian Bureau Statistics (ABS) defines a casual employee as an employee who is not entitled (in their main job) to be paid annual leave and paid sick leave.²¹ In the review of European Data, some authors define casual employment as temporary employment characterized by its irregular nature. This definition is similar with legislation that prescribes casual employment for a long duration in this jurisdiction.²² The International Labour Organisation (ILO) defines casuals as workers with explicit and implicit contract of employment which is not expected to continue for more than a short period whose duration is to be determined by national circumstances.²³ This definition is quite ambiguous and often criticized. It does not address some pertinent questions which include the right of workers, national circumstances and what constitutes short period of time which has necessitated variation in laws.²⁴ A temporary (casual) employee is one engaged for work of a temporary nature which is likely to be completed in a limited time frame. A temporary employment must contain the following additional clause: The period of employment (which must be specified); the appointment does not confer any right or entitlement for absorption against any regular vacancy if it accrues; and the appointee shall not be entitled to any benefits privileges available to permanent workers.²⁵ It is only necessary

¹¹F Abiodu, *Neo-Liberal Reform and Organised Labour Responses in Ghana and Nigeria*, (Nigeria: Michael Imoudu National Institute for Labour Studies 2011) 55.

¹²*Ibid.*

¹³*Ibid.*

¹⁴Otobo, D, ‘*Trade Union: Government Relations under Military Rule in Nigeria: An Overview*’, in Adewunmi, F (ed) *Trade Unions, National Development and Military Rule* (Lagos: Friedrich Ebert Foundation, 1998).

¹⁵*O’Kelly v Trusthouse Forte plc* [1983] 3 WLR 605.

¹⁶R W. Painter & A E M Holmes, *Cases and Materials on Employment Law* (8th edn, New York: Oxford University Press, 2010).

¹⁷J Bowers, *Bowers on Employment Law* (6th edn, New York: Oxford University Press, 2003) p. 23.

¹⁸*Clark v Oxfordshire Health Authority* [1998] *IRLR* 125.

¹⁹R Upex, *The Law of Termination of Employment* (7th edn, Bristol: Jordan Publishing Limited, 2006) 18-22.

²⁰*Op cit* 7, 14.

²¹*Op cit* 7, 9.

²²Employees Compensation Act, s. 73.

²³International Labour Organisation, Resolution Concerning International Classification of Status in Employment Adopted by the International Conferences of Labour Statistician, January 1993, Paragraph 14(e).

²⁴O Animashaun, *Casualisation and Casual Employment in Nigeria: Beyond Contract* (2007) 1 *Labour Law Review*, 14-34.

²⁵R Singhania, *Employment Law in India* (2nd edn, India: Wolters Kluwer PVT Ltd, 2009) 65.

to note that the everyday understanding of casual work is a form of employment in which the worker is deprived of many rights and benefits.²⁶ These benefits includes laid off paid entitlements, such as annual leave, paid sick leave, paid public holiday, notice of dismissal and redundancy pay.²⁷ It is an employment that can be regarded largely as unprotected because it misses out on many types of social protection of the permanent employees.²⁸ The treatment of casual workers generally has been the subject of several important cases at high level of authority.

4. Legal Framework of Employees in Nigeria

National Legal Framework

The laws that regulate labour relations in Nigeria are national such as the Constitution of the Federal Republic of Nigeria 1999, as amended (CFRN). Labour Act,²⁹ Trade Union Act,³⁰ Trade Disputes Act,³¹ National Industrial Court Act,³² Pension Reform Act³³, Employees Compensation Act,³⁴ Factory and Workshops Acts,³⁵ Factories Act,³⁶ and Fatal Accidents Amendment Act,³⁷ Workmen Compensation Act³⁸ and so on. The labour Act provided some limited protection specifically restricts casual workers jobs to a village or town for the purpose of construction and maintenance of buildings used for communal purposes including market but excluding juju houses and places of worship.³⁹ Another provision which provides some limited protection is section 7 of the Labour Act.

The labour laws provides for good and fair labour practice, safe working environment, adequate working, medical, health, leisure and welfare facility, human treatment in work place, etc. The constitution⁴⁰ further provides against slavery, dehumanization, unfair degrading treatment and force labour. It is worth noting that section 73 of the Employees Compensation Act has laid to rest the complication or technical hitches on the legal framework of casual employees in Nigeria. It defines an employee to include: 'A person employed by an employer under an oral or written contract of unemployment whether on a continuous, part time, temporary, apprenticeship or on a casual basis and includes a domestic servant who is not a member of the employers family including any person employed in the federal, state and local government, and any of the government agencies and in the formal and informal sector of the economy'.

The definition has received judicial blessing in the National Industrial Court. it was held that a Claimant who was employed by the Defendant as a contract staff was an employee of the Defendant and therefore was entitled to compensation of injuries sustained in course of employment with the Defendant. The Labour Act⁴¹ states that not later than three months after the beginning of a workers period of employment with an employer, the employer shall give to the worker a written statement specifying, -The name of the employer or group of employers; the name of the address of the worker and place and date of his engagement; nature of his employment; If the contract is fixed, the stipulated date the contract will expires; appropriate notice to be given in case of termination of employment and; rate of wage and mode of calculation. The essence of this new law is that no employer is permitted to engage a worker beyond three months without regularizing his status. In this country however employers engage workers as casuals for over ten years without a contract letter or a written contract statement after three months. Regionally Article 10 of the African Charter on Human and Peoples Rights 1981 which Nigeria has ratified a domesticated also guarantees the right of every individual to freely associate provided the individual abide by the law. The African Charter on Human and Peoples Right also covers casual workers.

International Legal Framework

There are also international legislations that are applicable to workers in Nigeria such as the, Universal Declaration of Humans Right, International Labour Organisation Standards and other provisions. There is no specific

²⁶P O Kalejaiye, *The Rise of Casual Workers in Nigeria: Who Loses, Who Benefits?* (2014) 8 African Research Review 32.

²⁷R May, *The Rise and Rise of Casual Workers in Australia – Who Loses* (2012) Sydney University Seminar Paper 1.

²⁸C K Agomo, *Nigerian Employment and Labour Relations Law and Practice* (Nigeria: Concept Publication Limited 2011) p 101.

²⁹Labour Act, Laws of the Federation of Nigeria, 2004, s. 91.

³⁰Trade Union Act T14, Laws of the Federation of Nigeria, 2004.

³¹T8 Laws of the Federation of Nigeria, 2004, s. 48.

³²National Industrial Court Act, 2006.

³³2014 year of enactment repealed.

³⁴Employees Compensation Act, 2010, s.73.

³⁵Factory and Workshops Acts, 1891-1895.

³⁶Factories Act, 2004 cap f1 LFN.

³⁷Laws of the Federation of Nigeria, 2004.

³⁸Laws of the Federation of Nigeria, 2004.

³⁹Labour Act.s. 74 (3).

⁴⁰CFRN, s. 34(1) (a) (b) (c).

⁴¹Labour Act, s. 7.

provision protecting casual employees considering the international law. However, there are international conventions that advocate for decent work and rights of employees. For instance the Universal Declaration of Human Right 1948 (UDHR)⁴² makes provision for the right to work and receive wages that contributes to an adequate standard of living, the right of freedom of association, the right of protection from forced labour, the right to adequate working conditions, clean and safe environment, the right to education, the right to freedom of discrimination based on race and sex.⁴³ Employees shall enjoy adequate protection against acts of antiunion discrimination in respect of their employment. The law also provides for equality of opportunity and treatment in employment, including equal remuneration for men and women for work of equal value and prevention of discrimination in respect of employment and occupation.⁴⁴ The workers themselves are unwilling to change employers due to the following reasons but not limited to Institutional and Statutory Provision; high Cost and unduly long period of Litigation; Ignorance and relatively poverty; expectation of permanent staff confirmation and Challenges encountered by Law enforcement officers and courts.

5. Scope of Temporary (Casual) Employment in Nigeria

Alozie,⁴⁵ stated that casualisation became part of Nigerian labour law in the late 1980 when the country adopted the Structural Adjustment Programme (SAP) in line with neo-liberal policies prescribed by International Monetary Fund and World Bank. Danesi,⁴⁶ also concurred that casualization is not a new development as it has existed for some time in Nigeria, and further stated that casual jobs existed for particular jobs that is seasonal work or works that arises periodically and continued for a relatively short period. Previously, casual work was predominantly for the unskilled worker in agriculture, shop assistant construction and industry but today both skilled and unskilled workers are engaged as casual worker.⁴⁷ The National Industrial court⁴⁸ held that although the term casual worker though a fact or reality in workplace both locally and internationally is not captured under the Nigerian law. In essence there is no legislation in place in Nigeria recognizing, regulating or protecting casual workers.⁴⁹ Another form of casual labour in Nigeria is contract employment recruited by employment agencies. The Labour Act requires the recruiting agencies to obtain a written permit, license by Minister of Labour and Employment where

- a) A worker is employed by an undertaking for which it is proposed that he should recruit other workers
- b) Is formally commissioned in writing by his employer to recruit other workers for the undertaking
- c) Does not receive any remuneration or other advantage form the recruiting; and
- d) Does it make advances of wages to the workers he recruits.

We wonder if this is obtainable. The triangular employment relationship presents more complex situation as it involves a third party. It occurs when an employer engages the services of a third party to recruit and manage employees who invariably work for the employer.⁵⁰ Unfortunately this is practiced in the oil and gas sector, banking and even in the public sector.⁵¹ The third party commonly referred to as contract staff procures the services of a labour contractor for several years.⁵²

In the landmark case of *PENGASSAN v Mobil Producing Nigeria Unlimited*⁵³ the respondent engaged Manpower Services (MPS) contractors, under which category is the Appellants employers, to provide various services in the cause of normal business. These classes of workers are typically auxiliary support service workers, whose employment and disengagement are not directly negotiated with the Respondent, but with MPS contractors who employed such workers under their specific contract of employment. These contract workers are unionized and negotiate their terms and conditions of service with their employers. In 2006, contrary to agreement in breach of contract of engagement the contract workers began to agitate for “Equal pay for Equal work” with the Respondents regular workers and sought to negotiate their grievances with the Respondent. This led to breakdown of law and order which forced the Respondent to invoke the relevant clause with MPS contractors urging the later to withdraw

⁴² UDHR, arts. 4, 20, 23, 24 and 25.

⁴³ International Labour Organisation Convention, 98 of 1949, art 1.

⁴⁴ Convention 100 and 111.

⁴⁵ C Alozie, *‘Recession Temporary Employment the New Toast for Employers* (Lagos: NEXT, 2009) 1.

⁴⁶ R I Danesi, ‘Labour Standard and the Flexible Workforce. Casualisation of Labour under the Nigerian Labour Laws, [Http://www.ileradirectory.org/15thworldcongress/Files/Papers/Track/Posters/Csiw_32_Danesi.Pdf](http://www.ileradirectory.org/15thworldcongress/Files/Papers/Track/Posters/Csiw_32_Danesi.Pdf) <Assessed 10 April 2017>.

⁴⁷ J Holland & S Burnett, *Employment Law*, (New York: Oxford University Press, 2010) 228-229.

⁴⁸ *Ogunyale & Ors v. Globacom* (2013) 30 NLLR (Pt 85) 49.

⁴⁹ E Oji & O D Amucheazi, *Employment and Labour Law in Nigeria* (Lagos: Mbeyi & Associate (Nig) Ltd, 2015).

⁵⁰ G G Otuturu, *Casualization of Labour : Implication of the Triangle Employment Relationship in Nigeria* (2021) 12 *Beijing Law Review* 667-690.

⁵¹ F Abiodu, *Neo-Liberal Reform and Organised Labour Responses in Ghana and Nigeria*, (Nigeria: Michael Imoudu National Institute for Labour Studies 2011) 55.

⁵² B Atilola, *Protecting the Rights of Casual Workers in Nigeria: Lessons from Ghana* (2014) 8 *Labour Law Review* 14-28.

⁵³ (2013) 32 NLLR (Pt 92) 243.

the affected workers from the Respondent's premises. As a result of the above, the Appellants filed its memorandum before Industrial Arbitration Panel seeking for an order to reinstate the contract workers whose services were disengaged by the employers. The panel found out that there was absolutely no contract between the Respondents and members of the Appellant. The National Industrial Court dismissed the appeal as Justice Kanyip stated that:

The ILO does not brand as invalid or unlawful or as wrong the triangular employment relationship; neither had it even branded the practice of outsourcing or contracting out as an unfair labour practice as the appellant made it out in some of its communications with the Ministry of Labour regarding this matter. All the ILO enjoins is that the respective laws of member states on the issue should be respected and applied.⁵⁴

6. Factors Held to be Responsible for the Increased Practice of Casualisation of Workers in Nigeria

Many commentators are of the view that the growth of casualisation is a problem. This is because it is associated with lots of disadvantages which includes, low pay; Lack of right and benefits; Vulnerability to changes in schedule; Irregular earnings; Reduced employment job security; Loss of skill and age-related increment. The proponents of casualisation conceded that despite the disadvantages, that casualisation leads to flexibility; economic boom; prosperity; increased capacity; more employment; cheaper labour cost; enhanced competition; administrative convenience; and greater ease of dismissal. Factors held to be responsible for the increased practice of casualisation of workers in Nigeria includes:- globalization and trade liberalization; high rate of unemployment and poverty; political patronage and interference; and weak labour union practices.

Globalization and Trade Liberalization

Globalization makes the world to be interconnected and thus the world is seen as a community. This is as a result of communication and information technology. Trade liberalisation on the other hand is a policy adopted by world trade organization to instruct developing countries to open up their market by taking away barriers for flexible trade.⁵⁵ The world trade organization and other world Bretton Woods institutions imposes on developing countries policies drawn in the green room process by the industrialized countries. The developing countries are excluded from the drawing board.⁵⁶ When developing countries appeal for loans they are hardly obliged. When the loans are granted, the developing countries are directed on what to utilize the said loan and further instructed to open up their market for foreign goods.

High Rate of Unemployment and Poverty

One of the major reasons for the increase of casualisation of labour is the rise of unemployment and poverty in Nigeria. Massive unemployment is gradually becoming a feature of most emerging economy and this has made the Nigerian market volatile and unpredictable. With the limited vacancy in Nigeria, many Nigerians no longer care about the form of employment they are engaged in so as to have breads on their tables. Unemployment has therefore exposed Nigerian workers to dehumanizing work as they hardly have an option.

Political Participation and Interference

Labour contracts are given as political patronage and political powerful community leaders in the country. In order to ensure that more people get this contract, the contract duration is reduced. The employers are not interested in the careers of the employees after all the labour contract is a share of their national cake. Furthermore, they do not meet the requirements of the Minister of labour recruiters license and are gradually not aware of their responsibilities and have no capacities to meet decent labour standard.

Weak Trade Union Practices

It has been observed that since the year 2000, Nigerian trade union championed by the Nigerian Labour Congress (NLC) has continued to oppose casualisation of labour. The position of the casual worker in Nigeria is quite pathetic. If we take a look at the permanent workers in terms of job security, the tragic experience encountered by casual workers are unbearable. Most times casual employees' appointment is terminated without any reason. The NLC are of the opinion that employers resorted to the use of casual labour not just to cut cost and maximize profits only but to undermine the economy and to deny the workers the right to join trade unions.⁵⁷ Secondly, the NLC and its affiliate picket the affected companies. The NLC have consistently maintained that most Nigerian employer violates the rights of the Nigerian workers with regards to period of notice stipulated. The law provides that notice

⁵⁴(2013) 32 NNLR (Pt 92) 327 C-D (ratio 13).

⁵⁵Opcit, 7 13.

⁵⁶O V C Okene, *Casualisation of Labour* (2014) A Lecture presented to Post Graduate Students, Rivers State University, Port Harcourt, on 4th August, 2015.

⁵⁷H Cheadle, *Regulated Flexibility : Revisiting the LRA and Basic Conditions of Employment Act (2006)* 27 *Industrial Law Journal* 663, 668.

in writing should be given to an employer as against verbal disengagement. Due to incessant pressure from the NIC a meeting was facilitated by the International Labour Organisation. Consequently, an agreement was reached between NLC and National employment consultative Association. On the 2nd of May, 2010 the agreement in part stated that employers who still have casuals will regularize their employment. In regularizing their employment, the rate to be paid will be in accordance with prevailing procedures and substantive collective agreements in the industry which will also be taken into account in protecting the rights of the workers. It is expected that any current arrangement in respect of the regularization, which do not confirm with the above will also be regularized with immediate effect. This agreement reached, compelled many multi-National companies to regularize employment of casual workers. The President of Nigerian Labour Congress Ayuba Wada then warned that the NLC will picket companies which have desist from engaging workers in dehumanizing work arrangements. Presently, in Nigeria, where there are millions of people unemployed how can the NLC protect employees who are barely hustlers trying to survive on a daily basis. Isn't it obvious that the Nigerian Labour Congress have been playing lip service? Most employees are frustrated with no form of benefit accruing to them as they are denied the right to join trade union.⁵⁸ Even when their rights are been violated there is absolutely no hope for the common man as the NLC hardly prosecute, investigate and even publicize such issues.

7. Practices in Some Other Jurisdictions

In Ghana casual workers are given equal pay for equal value irrespective of the type of employment.⁵⁹ The Act also provides for the legal framework for regulating and protecting employment of casual workers in Ghana.⁶⁰ The Act defines the concept 'worker' to include casuals and prescribes the remuneration that should accrue to casual or temporary workers as well as the procedures to follow in a likely event of a breach of the employer. In addition, an employer has a statutory obligation to pay each casual worker full remuneration in respect of every public holiday. The Ghanaian labour act was drafted with the assistance of the International Labour Organisation. It is therefore, in substantial compliance with international labour standards. Strikingly, China Labour law guarantees the right of labour workers to join or form trade unions while in employment to safeguard their lawful rights and interests.⁶¹ Under the labour contract law 2008, casual workers are recruited by labour dispatch firms and hired to user firm under fixed term contracts of not less than two years.⁶² The dispatch firm remains the employer of the dispatch worker and pays the worker the remuneration. As a result of dehumanization of casual workers in Zambia, workers have consistently bawled through its labour movement for better packages for workers. The scheme of casualisation is somewhat new; the practice is enhanced by an increase in the number of foreign investor who utilizes citizens of Zambia as workers as a result of unemployment and profit making.⁶³ The government has frowned and voiced its concern to foreign companies to refrain from casual workers more than the stipulated time. Unfortunately, this is not complied with as casual workers are on the upsurge. It is hereby submitted that Nigeria should borrow leave from China and Ghana as the lack of adequate protection of casual workers in Nigeria calls for urgent reform.

8. Recommendation

If we must make meaningful development with regards to casualization of workers then there is urgent need for reform of our labour laws. Nigeria should learn from other jurisdictions such as Ghana, China and America who have reformed their labour laws making provisions for the protection of casual workers. Secondly, the Trade Union Act should be amended to clearly and expressly provide for the rights and protection of casual workers in Nigeria to unionize. Thirdly, the Employees Compensation Act should be amended to contain provision that will expressly acknowledge the right of casual workers for compensation from the National Social Insurance Trust Fund. Finally, the Minister of Labour and Productivity should take adequate steps to effectively tackle the issues of casualization of labour. There is need to effectively monitor the activities of the employers especially in the banking sector, oil and gas companies to ensure that the provisions of the laws are adequately complied with.

⁵⁸E E Okafor, Globalisation, 'Casualisation and Capitalist Business Ethics: A Critical Overview of Situations in the Oil and Gas Sector in Nigeria' (2007) 15 *Journal of Social Sciences* 169-179.

⁵⁹Ghana Labour Act, s. 74 (2) (a).

⁶⁰*Ibid*, pt x.

⁶¹ Labour Contract Law of China, 2007, art. 64.

⁶²F Xu, 'The Emergence of Temporary Staffing Agencies in China' (2012) 30 *Comparative Labour Law and Policy Journal*, 431- 462.

⁶³M Lifuna, Casualisation: Which Way Forward? (2005) Zambia.times@zamtel.zm <Accessed 1st of May 2015>