

L.N. 94 of 1975

IMMIGRATION ACT 1963  
(1963 No. 6)

**Alessio Di Benoetto Deportation Order 1975**

*Commencement : 17th October 1975*

WHEREAS a recommendation by a Court of competent jurisdiction for the deportation of ALESSIO DI BENOETTO is in force :

AND WHEREAS the Federal Commissioner for Internal Affairs, after considering the recommendation aforesaid thinks it fit to make an order for the deportation of the said ALESSIO DI BENOETTO :

NOW, THEREFORE, in exercise of the powers conferred upon me by section 20 (1) of the Immigration Act 1963, I, the Federal Commissioner for Internal Affairs, hereby order the said ALESSIO DI BENOETTO to be deported from Nigeria by the first available means immediately after his discharge from prison and direct that the said ALESSIO DI BENOETTO shall thereafter remain out of Nigeria.

This Order may be cited as the Alessio Di Benoetto Deportation Order 1975.

MADE at Lagos this 17th day of October 1975.

UMARU ALI SHINKAFI,  
*Federal Commissioner for Internal Affairs*

**TRADE DISPUTES (EMERGENCY PROVISIONS)**  
**(AMENDMENT) (No. 2) DECREE 1969**  
**(1969 No. 53)**

**Trade Dispute (Standard Bank (Nigeria) Limited and the  
Standard Bank (Nigeria) Senior Staff Association)  
Confirmation of Award (No. 3) Notice 1975\***

Pursuant to the provision of section 4 (4) of the Trade Disputes (Emergency Provisions) (Amendment) (No. 2) Decree 1969, the Industrial Arbitration Tribunal Award made on 26th February 1975, and set out in the Schedule hereto, has been confirmed by me, the Federal Commissioner for Labour, and shall have effect as so confirmed in accordance with that provision.

**SCHEDULE**

*Name of Arbitration  
Tribunal, etc.*

*Terms of Award*

Industrial Arbitration Tribunal :  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

**DISPUTE I**

"In respect of the first dispute a provisional award in the form of an interim order was made to the effect that the parties do return to the negotiating table, which they did, and the dispute was accordingly, disposed of.

**DISPUTE II**

**(1) All Subjects in relation to the Recognition Agreement :**

That the clauses of the Draft Recognition Agreement remain as proposed, subject to the following :—

- A. Recognition :** That the first part of the Recognition clause shall read : "The Bank recognises the Association as the sole negotiating body for the Nigerian officers of the Bank other than :
- (a) Directors and Members of the General Management of the Bank ;
  - (b) Staff Manager and Assistant Staff Manager ;
  - (c) Company Secretary ;
  - (d) Legal Adviser ;
  - (e) Confidential Secretaries and Personal Assistants to (a), (b), (c), (d) above."
- B. Conditions :** That the first paragraph of clause (4) of 'Conditions' shall read :—"That the Bank undertakes not to victimise or discriminate against any officer on account of his proper Association activities or to endeavour to frustrate the activities of the Association."

\* This Notice replaces the Trade Disputes (Standard Bank (Nigeria) Limited and the Standard Bank (Nigeria) Senior Staff Association) Confirmation of Award Notice 1975, published as L.N. No. 79 of 1975.

## SCHEDULE—continued

*Name of Arbitration  
Tribunal, etc.*

*Terms of Award*

Industrial Arbitration Tribunal:  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

**C. Negotiation :**

- (a) That bargainable matters be specified in the Negotiation clause ;
- (b) That the list of such matters be subject to such additions as may be agreed from time to time by the parties ;
- (c) The matters specified as bargainable in this award shall be automatic additions to the aforesaid list.

**D. Grievance Procedure :** That the Clauses for Stages I-IV shall read as follows, respectively :

*Stage I*—An officer desiring to raise any grievance with which he is directly or personally concerned shall in the first instance, raise the matter with the officer directly concerned with the matter in grievance.

*Stage II*—If a solution is not forthcoming at Stage I within 4 working days the officer who raised the grievance may submit a written complaint detailing the grievance to Head Office through his branch Manager or head of department. The Head Office of the Bank shall within 6 working days of receipt of such complaint send a written reply to the officer.

*Stage III*—Should the Bank's reply not be satisfactory to the officer he may refer the matter to the Association upon which every attempt shall be made in informal discussion between the General Secretary of the Association or his deputy acting for him and the Head Office of the Bank to reach a satisfactory solution, the first such meeting to be held within 3 working days of the complaint being made.

*Stage IV*—In the event of failure to resolve the officer's grievance at Stage III the matter may be referred to the Joint Negotiating Council which shall be convened as soon as conveniently possible and within 8 working days".

**E. Strikes and Lockouts :** That the clause on strikes and lockouts be as follows :—

"The Association undertakes to the best of its ability to prevent strikes, stoppages of work, slow-downs of work and any other industrial action by its members designed to hinder the Bank's operations and the Bank in consideration thereof undertakes to prevent lockouts of

SCHEDULE *Continued**Name of Arbitration  
Tribunal, etc.**Terms of Award*

Industrial Arbitration Tribunal:  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

officers." It is agreed that in the event of an unofficial industrial action occurring the Association shall use its best endeavours to persuade its members to resume normal working. It is agreed that in recognition of the importance of the service given by the banking industry and of the need for maintenance of the security and protection of the property and assets of the Bank and its customers no strikes or lockouts shall interfere with the continuance of security precautions.

*F. Joint Consultation :* The Joint consultation clause shall read :—

"This agreement shall not preclude consultation between the Bank and the Association on matters of mutual interest affecting the efficiency of the Bank and the welfare of officers which are not negotiable under the provisions of this Agreement. It is accepted that when such matters are considered the final decision shall rest with the Bank".

*G. Commencement, Renewal or Continuance of the Agreement :—*

The effective date of the Agreement shall be the date of confirmation of this award. Thereafter the Agreement shall run for 12 months and all other provisions relating thereto shall be construed accordingly.

*H. Constitution of the Negotiating Council :*

The provisions of this shall be as proposed in the Draft Agreement subject to the following :—

(i) *Membership :* The Membership Clause shall read :—"The membership of the Council shall be five member representatives of the Association including the General-Secretary or his deputy acting for him and up to three member representatives of the Bank. Vacancies occurring shall be filled by the Bank or Association as necessary".

*Meetings :* These shall require a notice of not less than 7 and not more than 21 days with agenda agreed beforehand.

(2) *All demands contained in the memorandum of the Standard Bank Nigeria Senior Staff Association dated 4th July, 1973 and the question whether some of the demands are in respect of matters which are negotiable or not.*

## SCHEDULE—continued

Name of Arbitration  
Tribunal, etc.

## Terms of Award

Industrial Arbitration Tribunal :  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

**A. Salary :** Salaries should now be negotiated if this has not been already done since the publication of the Public Service Review and the Federal Government Views on it otherwise known as 'Udoji Award'.

**B. Classification of Branches :** No Award.

**C. Overtime/Duty Allowance :** No Award.

**D. Housing Allowance :** All officers not below Grade 6 be provided with fully-furnished Bank's quarters where available; where not available they should be paid housing allowance at the following rates :

Grade 6 .. .. ₦720.00 per annum

Grades 5 and 4 .. .. ₦960.00 per annum

Grades 3 — 1 .. .. ₦1,080 per annum

**E. Housing Loan Scheme :** That this scheme shall be as follows :—

**Building Loan :**

(a) **Repayment :** By monthly instalments over a period not exceeding 20 years. In any case the repayment period will not extend beyond normal retirement age.

(b) **Interest :** Payable monthly at the rate agreed upon from time to time. Present rate 3 per cent per annum.

(c) **Security :** Legal Mortgage supported by Title Deeds and a Certificate of Title.

(d) **Survey :** Where possible the Inspector of Premises will be requested to inspect the site, but if the distance from Lagos is too great a report from the nearest Branch Manager/Area Manager will be accepted. In all cases a detailed site-plan showing the exact location of the plot is required. If the services of a building contractor are utilised the tender must be forwarded for approval. If the house is to be built with local labour then a complete list of materials/ prices must be submitted for approval of the Inspector of Premises.

(e) **Insurance :** Applicants will be expected to arrange insurance to cover fire, earthquake and tornado risks with a reputable Insurance Company. Applicants must confirm in writing that the relative Insurance Policy, with the Bank's interest noted thereon, will be lodged with the staff Manager on receipt.

## SCHEDULE—continued

Name of Arbitration  
Tribunal, etc.

## Terms of Award

Industrial Arbitration Tribunal :  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

## (f) Other Conditions :

(i) Applicants must confirm in writing that they will make all necessary arrangements to repay the full balance outstanding in the event of their leaving the Bank's service before full repayment is effected. The rate of interest charged will be increased from the preferential staff rate to the current market rate as from the date of leaving the Bank's service.

(ii) The granting of a loan will be subject to the building being occupied by the officer but in the event of his transfer may be sublet, subject to the prior consent of the Bank which will not be unreasonably withheld.

The property may be situated in a place of the officer's choice.

(iii) The loan will be restricted to 90% of the cost of the completed building. Applications for amounts in excess of 90% will be considered exceptionally on their merits. In all cases if the employee is eligible for a loan it will be restricted to not more than five times the applicant's annual basic salary.

(iv) Only one loan may be taken during the officer's service.

## Loan to purchase existing Building :

(a) Repayment	} Respectively as in (a)—(c) under (E) above.
(b) Interest	
(c) Security	

(d) Survey : The Inspector of Premises will be requested to inspect the premises but if the distance from Lagos is too great a report from the nearest Branch Manager/ Area Manager will be submitted for approval.

It is emphasised that funds will only be made available if a satisfactory report is obtained and applicants should not enter into an unconditional contract to purchase until such time as they are advised in writing that the report is acceptable.

## SCHEDULE—continued

Name of Arbitration  
Tribunal, etc.

## Terms of Award

Industrial Arbitration Tribunal;  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

(e) *Insurance* : As in (e) under (E) above.

(f) *Other Conditions* : As in (f)(i)—(iv) under (E) above.

F. *Car Allowance* : That car basic allowance be payable in respect of the different grades as follows :—

Grade 6 .. ..	₦480.00 per annum
Grades 5 and 4 ..	₦720.00 per annum
Grade 3 and above	₦840.00 per annum.

G. *Car Loan* : That car loans be granted to all officers who apply for them on the following conditions :—

*Repayment Term*—4 years.

*Insurance* : Comprehensive insurance policy to be lodged with Bank's interest noted, 1 year restriction before resale. One loan at a time—not to exceed officer's annual salary.

*Interest* : 3% per annum.

H. *Leave* : That Leave Allowance and Leave Period be granted as follows :—

*Leave Allowance*

Grade 2 and above	₦250 per annum.
Others .. ..	₦150 per annum.

*Leave Period* :

Grades 5 and 6.. 29 working days p.a.  
Grade 4 and above 30 working days p.a.  
with up to 3 days travelling time in each case where justified. Where an officer is recalled from leave for duty and takes the balance of his leave within a reasonable time thereafter but before his next leave is due, the leave allowance shall be paid again.

I. *Out-of-Station Allowance* : That an out-of-station—allowance of ₦7.50 per day be payable in addition to accommodation to which an officer may be entitled.

J. *Disturbance Allowance* : That a disturbance allowance of ₦200.00 shall be payable to all officers entitled thereto.

K. *Mileage Allowance* : That mileage allowance be payable at 15k per mile on laterite roads and 14k per mile on tarred roads.

L. *Children's Education (Scholarships)* : The number of scholarships to be increased to 50 annually.

M. *Children's Allowance* : No Award.



## SCHEDULE—continued

Name of Arbitration  
Tribunal, etc.

## Terms of Award

Industrial Arbitration Tribunal :  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

N. *Overseas Tour Allowance* : That overseas tour allowance be as follows :—

- (a) Outfit allowance £200 sterling.
- (b) A total U.K. allowance of £10 sterling per day for Grade 4 officers and above and £6 sterling per day for Grades 6 and 5.

O. *Medical Scheme* : That the same medical facilities be made available to all senior officers irrespective of whether they be expatriate or indigenouse.

P. *Sick Leave* :

- (a) An officer absent from duty because of illness shall notify his immediate superior of his illness without delay and shall submit a supporting certificate from a qualified doctor after 2 days.
- (b) In the event of illness other than as a result of self-inflicted injuries or illness arising out of an officer's own negligence, venereal disease, alcoholism or the use of narcotics, sick leave with pay will be granted as follows but subject to the conditions set out further below :

Illness arising from accident in the course of the Bank's work is not so restricted :—

<i>Length of Service</i>		<i>Full Pay</i>	<i>Half Pay</i>
Over 1 year but less than 5 years ..	.. ..	3 months	3 months
Over 5 years but less than 10 years ..	.. ..	6 months	6 months
Over 10 years but less than 15 years ..	.. ..	9 months	9 months
Over 15 years .. ..	.. ..	12 months	12 months

(c) *Conditions*

- (i) The absence from duty must be supported by medical certificate signed by a qualified doctor.
- (ii) This type of leave cannot be accumulated.
- (iii) Sick leave with pay is granted only when there is an expectation that the officer will return to work. Where a medical report advises retirement the retirement will take place in a short time.
- (iv) Where the periods of sick leave with pay which are taken in any period of 3 years exceed the above levels of sick leave the grant of additional leave is at the discretion of the Bank.



## SCHEDULE—continued

Name of Arbitration  
Tribunal, etc.

## Terms of Award

Industrial Arbitration Tribunal:  
Standard Bank (Nigeria) Limited  
and the Standard Bank (Nigeria)  
Senior Staff Association.

(v) The Bank reserves the right to call on an officer on sick leave to submit himself for examination by a doctor nominated by the Bank. In such a case the grant of further sick leave will depend on the officer undergoing such an examination and the recommendations of the nominated doctor.

(vi) Periods of absence on unpaid sick leave for any of the causes mentioned in (b) do not qualify as service when calculating the officer's annual leave entitlement.

(d) *Maternity Leave*: Provided a female officer has completed at least 6 months' service with the Bank she may be granted up to a maximum of 12 weeks' maternity leave, that is 6 weeks before the expected date of confinement as certified by a qualified medical practitioner and 6 weeks after the birth of the child. While on maternity leave officers shall be paid at one half of their normal emoluments.

Q. 13th Month Annual Cash Payment : No Award.

R. *Promotions*: While promotion of individuals shall be at Management's discretion, Management shall at least clearly make known to all staff the general guiding principles relating to promotions and acting appointments.

S. *Nigerianisation*: No Award.

T. *Staff Report*: No Award.

U. *Victimisation*: Withdrawn.

V. *Canteen*: That a subsidised canteen at Headquarters be provided as soon as possible.

W. *Insurance*: } That both the Insurance and  
X. *Pension* } Pension schemes be negotiated  
Scheme : } between the parties.

Y. *Staff Manual on Conditions of Service*: That a printed staff Handbook containing negotiated conditions of service and agreed staff regulations be issued by Management to every officer.

## SCHEDULE—continued

<i>Name of Arbitration Tribunal, etc.</i>	<i>Terms of Award</i>
Industrial Arbitration Tribunal: Standard Bank (Nigeria) Limited and the Standard Bank (Nigeria) Senior Staff Association.	<p>Z. General :</p> <p>(i) <i>Supervisors</i> : That Management do recognise the supervisors' right to join the Association if they so wish either individually or in a body.</p> <p>(ii) <i>Cost of Living Allowance</i> : No Award.</p>

DATED at Lagos this 4th day of September 1975.

BRIGADIER H. E. O. ADEFOPE,  
*Federal Commissioner for Labour*

## EXPLANATORY NOTE

*(This note does not form part of the above Notice but is intended to explain its effect)*

The Notice confirms the award made by the Industrial Arbitration Tribunal in respect of the trade dispute which arose between the Standard Bank (Nigeria) Limited and the Standard Bank (Nigeria) Senior Staff Association.

2. The Notice replaces the Trade Dispute (Standard Bank (Nigeria) Limited and the Standard Bank (Nigeria) Senior Staff Association) Confirmation of Award Notice 1975, published as L.N. 79 of 1975.