

L.N. 84 of 1976

**TRADE (EEC PREFERENCES UNDER THE LOME  
CONVENTION) DECREE 1976**  
(1976 No. 47)

**Trade (EEC Preferences Under The Lome Convention)  
(Delegation of Powers) Order 1976**

*Commencement : 29th October 1976*

In exercise of the powers conferred by section 4 (2) of the Trade (EEC Preferences Under the Lome Convention) Decree 1976, and of all other powers enabling me in that behalf, I, Major-General Mohammed Shuwa, Federal Commissioner for Trade, hereby make the following order :—

1. The power to make regulations with respect to any of the matters mentioned in section 4(1) of the Trade (EEC Preferences Under The Lome Convention) Decree 1976 is hereby delegated to the Director of the Department of Customs and Excise.

Delegation  
of power to  
make regu-  
lations.  
1976 No. 47.

2. This order may be cited as the Trade (EEC Preferences Under The Lome Convention) (Delegation of Powers) Order 1976.

Citation.

DATED at Lagos this 29th day of October 1976.

**MAJOR-GENERAL MOHAMMED SHUWA,**  
*Federal Commissioner for Trade*

L.N. 85 of 1976

TRADE DISPUTES DECREE 1976  
(1976 No. 7)

**Trade Dispute (Van Leer Containers (Nigeria) Limited  
and Van Leer Containers Workers' Union)  
Confirmation of Award Notice 1976**

Pursuant to the provision of Section 9 (3) of the Trade Disputes Decree 1976, the Industrial Arbitration Tribunal Award made on 16th July, 1976, 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*

Van Leer Containers (Nigeria)  
Limited and Van Leer Containers  
Workers' Union

"The Tribunal approves and hereby confirms the various heads of Agreement reached between the parties and reduced to writing forming a schedule hereto, to take effect forthwith and to subsist as regards the different heads of dispute for the periods designated in the said Agreement. The Tribunal however hereby orders that in so far as agreements as to wages and ancillary matters violate the general wage restraint imposed all over the country they shall to the extent of the resultant excess be inapplicable."

DATED at Lagos this 7th day of October, 1976.

MAJOR-GENERAL H. E. O. ADEFOPE,  
Federal Commissioner for Labour

## SCHEDULE

### AGREEMENT BETWEEN VAN LEER CONTAINERS (NIGERIA) LIMITED AND THE VAN LEER CONTAINERS WORKERS' UNION ON OUTSTANDING ISSUE

At the hearing before the Industrial Arbitration Tribunal on 10th March, 1976, the Chairman advised that the two parties should make efforts to reach agreement on all outstanding issues and come forward with a joint Memorandum of Agreement to be presented to the Tribunal on 8th June, 1976. Following the advice of the Chairman, discussions were held between the two parties on all outstanding issues, which are the following :—

- (a) New Collective Agreement.
- (b) Observance of the original Agreement on Recognition and Procedure of 1969.
- (c) Overtime.
- (d) The removal of Mr. F. O. Thomas, Personnel Manager.
- (e) The incident involving Mr F. O. Thomas, Personnel Manager, on 3rd October, 1975.
- (f) Mass resignation of unionized employees.

Agreement has been reached by the parties as follows :

(a) *New Collective Agreement.*—A new Collective Agreement on Wages, Salaries and Fringe Benefits was signed on 5th March, 1976 (copy attached).

The Agreement is valid until 30th September, 1978, but review and/or amendment before that date not before 1st October, 1977, is not excluded, if both parties reach agreement thereto. The formula of an 'interim award pending the outcome of negotiation' will be considered.

Management and Union agree, whenever negotiations take place, to always give serious consideration to each other's proposals.

(b) *Original Agreement on Recognition and Procedure of 1969.*—Both the Union and Management will in future strictly comply with the provisions of the Agreement on Recognition and Procedure dated 22nd September, 1969.

Under reference to clause 1 of the Agreement, Management and Union agree to include leave allowance and shift work as negotiable matters.

(c) *Overtime.*—Though Management maintains that—in order to guarantee productivity and the maintenance of its plants—overtime has to be made if and when required, it realizes that the issue of overtime is of importance to the Union.

Management therefore agrees to consult the Union whenever overtime is required (1) on a regular basis (2) in excess of three hours a week or (3) in excess of two Saturdays per month.

On the other hand the Union recognizes the importance of overtime to the Company, particularly in the case of an emergency, and they will co-operate with Management in this matter as much as possible.

(d) *The Removal of Mr F. O. Thomas, Personnel Manager.*—The Union has agreed to withdraw its demand for the removal of Mr F. O. Thomas, Personnel Manager, in view of its recognition of Management's prerogative to engage, employ and terminate employees, which include the Managers. This prerogative is clearly laid down in paragraph 9 of the Agreement on Recognition and Procedure of 1969. The Union recognizes the fact that Managers should be seen as agents of the Company and that they cannot be held personally liable or disciplined for their official performance by any other party than their employers. Both parties agree that the Personnel Manager should take an unbiased position whenever he advises Union or Management on the question of industrial relations and industrial law and whenever he interprets the Conditions of Service.

(e) *The Incident on 3rd October, 1975.*—The Union leaders confirm that they did not know of the plan by a group of employees to threaten and/or assault the Personnel Manager on 3rd October, 1975. They strongly condemn the action taken by that group of employees since they believe that grievance should be discussed between Union and Management without resorting to violence.

The Management has accepted the Union's explanation that the action taken against Mr Thomas was caused by over-excitement of a group of employees and will, as a gesture of goodwill, not take any disciplinary action against the employees involved and not victimize them directly or indirectly.

(f) *Mass Resignation of Unionized Employees.*—Since the Union has agreed to withdraw its demand for the removal of Mr F. O. Thomas, Personnel Manager, as stated in paragraph (d) above, the issue of mass resignation no longer arises and the employees involved have withdrawn their respective letters of resignation.

*For the Management :*

*For the Union :*

*General Manager*

*President*

*Personnel Manager*

*Secretary*

## AGREEMENTS REACHED ON 5TH MARCH, 1976

BETWEEN

VAN LEER CONTAINERS (NIGERIA) LIMITED

AND THE

VAN LEER CONTAINERS WORKERS' UNION

1. *Monthly Rated Personnel.*—It was agreed to fix minimum annual salaries and it was agreed to fix the monthly increments to be granted as at 1st October, 1975, 1st October, 1976 and 1st October, 1977 as follows :—

Grades		Minimum Annual Salary	Monthly Increment		
			1-10-75	1-10-76	1-10-77
		₦	₦	₦	₦
Maintenance Personnel—Grade C ..	..	936	6.00	6.00	6.00
	Grade B ..	1,152	8.00	8.00	8.00
	Grade A ..	1,440	9.50	9.50	9.50
Chargehands .. .. .	..	1,152	8.00	8.00	8.00
Foreman .. .. .	..	1,740	10.00	10.00	10.00
Stores Personnel—Grade 3 ..	..	816	5.00	5.00	5.00
	Grade 2 ..	936	6.00	6.00	6.00
Storekeepers .. .. .	..	1,152	8.00	8.00	8.00
Security Guards .. .. .	..	816	5.00	5.00	5.00
Senior Security Guards ..	..	960	6.00	6.00	6.00
Drivers, Boathands, Forklift/Crane Drivers	..	936	6.00	6.00	6.00
General Service Personnel ..	..	816	5.00	5.00	5.00
Administrative Personnel—Grade C ..	..	936	6.00	6.00	6.00
	Grade B ..	1,152	8.00	8.00	8.00
	Grade A ..	1,740	10.00	10.00	10.00

2. *Hourly Rated Personnel.*—It was agreed to fix the hourly wages of existing personnel (personnel in services as at 30-9-75) as follows :—

<i>Grades</i>				1-10-75	1-10-76	1-10-77
				<i>k</i>	<i>k</i>	<i>k</i>
Production Personnel—	Grade 3	..	..	44	48	52
	Grade 2	..	..	48	52	56

It was further agreed to introduce two new grades : Factory Labourers and Production Personnel, Grade I.

Factory Labourers starts at 31k with two increments of 1k and 2k respectively. If they are promoted into the next grade (i.e. Production Personnel, Grade 3), the agreed scale will be as follows :

33k—36k—40k—44k—48k

Production Personnel, Grade 2 are not engaged as such but are promoted from the previous grade.

For Production Personnel, Grade I the following scale was agreed :

52k—56k—60k

3. *Fringe Benefits.*—The following changes in existing fringe benefits were agreed :

*Leave Allowance.*—To be increased to 4 per cent respectively 5 per cent (for single respectively married personnel) of annual basic wages/salaries.

*Leave Duration.*—To become as follows :

Initial	..	..	..	..	..	..	..	10 Working days
After two years continuous service	..	..	..	..	..	..	..	15 Working days
After five years continuous service	..	..	..	..	..	..	..	18 Working days
After ten years continuous service	..	..	..	..	..	..	..	19 Working days
After fifteen years continuous service	..	..	..	..	..	..	..	20 Working days
After twenty years continuous service..	..	..	..	..	..	..	..	21 Working days
After twenty-five years continuous service	..	..	..	..	..	..	..	22 Working days

*Compassionate Leave.*—To be increased to a maximum of five days ; otherwise the rule remains unchanged.

*Night-shift Allowance.*—For work in night-shift, an allowance of 25 per cent over basic wages/salaries will be paid.

4. *Duration of Agreement.*—It was agreed that the present agreement shall cover the period 1st October, 1975 until 30th September, 1977 included.

All new wages/salaries and fringe benefits will be allowed retroactively from 1st October, 1975.

In case of a National general increase of wages and salaries awarded either by the Federal Government of Nigeria or a relevant State Government, the increases already contained within this Agreement and paid up to such a date, will become part of such National general award.

DATED this 5th day of March 1976

*For the Management:*

A. JOLLES,  
*General Manager*

F. O. THOMAS  
*Personnel Manager*

O. O. OGUNGBEMI,  
*Factory Manager*

*For the Union:*

T. O. NWEMEA,  
*General Secretary*

M. I. MEMEH,  
*President*

G. J. UDOYEN,  
*Secretary*

I hereby certify that the foregoing Schedule to the Award is a true copy of the Original Memorandum of Agreement filed by the parties in this office and of which the Tribunal has custody.

C. C. NZEGWU  
*Secretary,*  
*Industrial Arbitration Panel*

#### EXPLANATORY NOTE

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

The Notice confirms the award by the Industrial Arbitration Tribunal in respect of the trade dispute which arose between Van Leer Containers (Nigeria) Ltd. and Van Leer Containers Workers' Union.