

LABOUR ACT

SUBSIDIARY LEGISLATION

LABOUR REGULATIONS

ARRANGEMENT OF REGULATIONS

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SCHEDULE

LABOUR REGULATIONS

[L.N. 38 of 1936.]

under section 88

PART I

General provisions

1. Short title

These regulations may be cited as the Labour Regulations.

[Regulations 6 of 1929*. 36 of 1933. 22 of 1936. 5 of 1938. 21 of 1942. 49 of 1944.
Order 47 of 1951. L.N. 131 of 1954. 1 of 1955.]

2. Interpretation

In these Regulations unless the context otherwise requires—

“**inspector of labour**” includes all inspectors of mines;

“**medical officer**” includes every registered medical practitioner in the service of the Government, whether in the medical or sanitary branch of the service.

3. Every contract required by the Act to be in writing (other than a deed of apprenticeship) shall be in Form A or B in the Schedule of these Regulations or to the like effect and if the employed or any of them is illiterate, it shall bear attestation in the form given.

[Schedule. Forms A and B.]

4. (1) The employer under a deed of apprenticeship shall give to the apprentice who has served his apprenticeship, a certificate of proficiency according to the ability of the apprentice.

[5 of 1938.]

(2) If an employer shall refuse to give such certificate the apprentice may appeal to a Governor or the Minister and if the Governor or the Minister (as the case may be) thinks fit, he may cause the apprentice to be examined by a qualified person.

[38 of 1936.]

(3) If the person conducting such examination shall consider that the apprentice is deserving of a certificate of proficiency he may give him such certificate, and in such case the employer shall pay to the Government such sum to cover the expenses of and in connection with the examination (including the fees paid to the examiner) as the Governor or the Minister (as the case may be) may direct.

5. No person shall demand or accept from a recruited servant any payment as a reward for obtaining employment for the servant except with the consent of a Governor or the Minister.

6. No contract under which a servant has engaged to repay to his employer the whole or any part of any payment which the employer has made or has agreed to make in connection with recruiting of such servant shall be enforceable against the servant in any court.

7. Wages shall be paid to the employee personally without any deduction whatsoever, except as may be specifically authorised by the contract under which the wages are payable or as may be authorised by law.

8. In the case of the death of an employee the employer shall send any wages which have been earned by the employee to the nearest magistrate to be paid by him to such person as may be entitled thereto.

9. (1) Wages payable under a contract of service, not being a contract to perform some specific work without reference to time or a contract under which wages are payable for piece-work, shall be payable at a daily, weekly or monthly rate.

(2) When wages are payable at a weekly or monthly rate the servant shall, in the absence of any agreement to the contrary, be deemed to have contracted to work for his employer for six days out of every seven during the period of his engagement and shall be entitled to receive the full wages, subject only to any lawful deduction, for each week or month during which he shall so work:

Provided, however, that crews of vessels and ratings serving afloat and servants employed in any domestic or personal service or having the charge or care of any animal shall on each day of the week or month perform such duties as may be required of them by their employers.

10. All wages, whether payable at a daily, weekly or monthly rate or payable for piece work shall, in the absence of any written agreement to the contrary, be paid not later than eight days after they become due at such intervals not being longer than one month as may be agreed between the employer and the servant.

11. Save in the case of a contract under sections 36 to 44 of the Act, an employer may make deduction from wages to the extent and in the cases following—

- (a) when wages are payable at a daily rate and are not payable daily, the employer may deduct one day's wage for each day on which the servant is absent from work when the employer is ready and willing to employ him;
- (b) when wages are payable at a weekly rate, the employer may deduct one sixth of the weekly wage for each day on which the servant is absent from work and on which he is under an obligation to work;
- (c) when wages are payable at a monthly rate, the employer may deduct one twenty-seventh of the monthly wage for each day on which the servant is absent from work and on which he is under an obligation to work.

PART II

Special provisions applicable to labourers' contracts for service in Nigeria

12. (1) This Part of these Regulations shall apply only to labourers' contracts for service within Nigeria.

(2) Regulations 13 to 17 (inclusive) and 28 of these Regulations shall not apply to any Nigerian engaged for service in any capacity afloat.

13. Every employer shall furnish to each labourer in his employment under a contract required by the Act to be in writing who is not paid daily, on first engagement and thereafter on the first day of each month, an attendance book in Form F in the Schedule to these Regulations.

[5 of 1938. Schedule. Form F.]

14. Every such labourer shall be instructed by his employer to produce his attendance book on every day on which he shall attend for work, and it shall be the duty of the employer or his agent to indicate in such book, every day on which the labourer shall have worked.

15. Whenever any wages are paid to any such labourer it shall be the duty of the employer or his agent paying the same to enter in the labourer's attendance book, which the labourer shall be required to produce for the purpose, the particulars required to be shown in respect of such payment and to sign the entry, and to return the book to the labourer.
16. Every employer of labourers (whether under written contract or not) shall keep a daily record of the attendances of and payments made to each labourer employed by him and shall produce the same to a magistrate on demand made at any time within six months of the last entry therein.
17. A magistrate may at any time inspect any such record and any attendance book furnished under regulation 13 of these Regulations and upon any such inspection, it shall be his duty to satisfy himself that all deductions of wages shown are authorised and proper.
18. If a labourer employed under written contract shall desire to send any portion of his wages to his relatives, the employer shall transmit the same, as requested by the labourer, either directly or through a magistrate.
19. No claims by an employer against a labourer for or on account of advances made or goods supplied by the employer during the period of the contract of service between the employer and the labourer shall be enforceable in any court after the expiration of such contract.
20. In the matter of housing accommodation and the sanitary condition of any labourers' camp or quarters the employer shall comply with all reasonable directions of an administrative or medical officer in charge of the district.
21. When housing accommodation is provided by the employer, means of obtaining food, water and fuel must be afforded within a reasonable distance from the camp or quarters.
22. Every employer shall, by arrangements made with the person in control of the nearest or most convenient local government council or other hospital, provide for the medical and surgical treatment of his labourers; if the labourers are engaged on work in the Federal Capital Territory, Abuja, by the Minister or if they are engaged on work in any State, by the State Commissioner charged with responsibility for labour, and shall provide—
- [36 of 1933. 49 of 1944. Order 47 of 1951. L.N. 131 of 1954.]
- (a) for the necessary hospital and dispensary accommodation and treatment for the labourers of such employer, which treatment shall include, where necessary, in addition to in-patient and out-patient treatment at the hospital, out-patient treatment at the place where such labourers are employed;
 - (b) (i) for the fees to be charged by the hospital authority in respect of such hospital and dispensary accommodation and treatment and their payment by the employer, provided always that such employer shall not be liable for the payment of such fees to the hospital authority in excess of a period of six weeks from the commencement of such treatment or a period equal to the period during which the labourer receiving treatment has been employed by such employer, whichever period may be the lesser, or, in the alternative;

- (ii) for an annual capitation fee to be charged by the hospital authority in place of the fees referred to in subparagraph (i) of paragraph (b) of this regulation;

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- (c) for the payment by the employer to the hospital authority in respect of hospital diet supplied by such authority to in-patient labourers at a rate not less than the current rate for hospital pauper diets for a period of six weeks from the commencement of incapacity or a period equal to the period during which the labourer incapacitated as aforesaid has been employed by such employer, whichever period may be the lesser:

Provided that where an annual capitation fee is charged under the provisions of subparagraph (ii) of paragraph (b) of this regulation, such capitation fee shall include payments by an employer in respect of hospital diet supplied to in-patient labourers and accordingly the provisions of this paragraph shall not apply; and

- (d) for the provision of suitable transport for sick and injured labourers from the place of their work or their homes, as the case may be, to the hospital or appropriate treatment centre.

23. Every employer shall be responsible for the care and supervision, and for the proper feeding to the satisfaction of the medical officer, of his sick and injured labourers until such time as they are formally received and accepted as in-patients by a hospital authority.

[23 of 1933.]

24. Notwithstanding the provisions of regulation 22 of these Regulations, any employer may, if he so desires, and shall, if the State Director of Medical Services considers that such provision is necessary, provide one or more hospitals and dispensaries for the accommodation and treatment of his sick and injured labourers:

Provided always that—

- (a) such provision shall be in accordance with and conform to the requirements of hospitals in labour health areas; and

[36 of 1933. Order 47 of 1951. L.N. 131 of 1954.]

- (b) such provision, in addition to the approval of the State Director of Medical Services in so far as the same is required, shall, if the place where the labourers work is situate in the Federal Capital Territory, Abuja, require the approval of the Minister, or if the place is situate in any State, that of the State Commissioner charged with responsibility for Labour.

25. Regulations 20, 21, 22, 23 and 24 of these Regulations shall not apply in a labour health area.

[36 of 1933.]

26. Save where agreement is made to the contrary, no deduction shall be made from the wages of a labourer for housing, fuel, medicine or medical attendance provided or paid for by the employer.

27. (1) When the employer has agreed to supply the labourer with food, the food supplied shall not be less than the following scale—

[36 of 1933.]

- (a) 5.44 kilograms of grain (including rice) per week; and
- (b) 0.907 kilograms of beans or groundnuts per week; and
- (c) 170 grams of salt (or 56.7 grams of salt and 0.907 kilograms of green food per week), exclusive of chaff, stalk or shell that may be given together with the grain, beans or groundnut kernels; also other rations may be supplied; provided that the diet shall not be of less nutritive value than the diet prescribed in the above scale.

(2) The rations supplied shall, as far as possible, be in accordance with the food to which the labourer is accustomed, and the employer shall comply with all reasonable directions of a medical officer with regard to the quantity and kind of ration to be supplied.

28. (1) No labourer shall be required to work for more than ten hours a day, and every labourer shall be allowed to break off work for two hours during the day, and also adequate time to obtain fuel and prepare his food in the evening.

(2) This regulation does not apply to piece-workers, labourers employed on coaling a vessel, or night watchmen.

29. On the expiration of the contract of service, or when the labourer is unable by reason of illness to complete his service, the employer shall—

- (a) if the labourer has been brought to the place of employment by ship or railway at the cost of the employer, provide the labourer with a return passage or fare to the place of engagement; or
- (b) if otherwise brought by the employer or his agent to the place of employment, provide him with subsistence at the rate of five kobo *per diem* for the time during which the labourer would take to reach the place from which he has been brought, travelling eighteen miles *per diem*:

Provided that a labourer who is unable to complete his service by reason of illness shall not be returned to the place from which he has been brought until a medical officer has certified that he is fit to travel.

30. (1) An employer shall report without delay to the nearest magistrate any accident involving the death of or injury to any labourer who is not a workman within the meaning of the Workmen's Compensation Act nor a person to whom the provisions of any other Act respecting compensation for such death or injury apply.

[21 of 1942. L.F.N. 2004 Cap. W6.]

(2) Upon receipt of such report the magistrate shall hold an inquiry and if the injury is one resulting in death, or which incapacitates such labourer for a period of at least one week from earning full wages at the work at which he was engaged, or which results in total or partial incapacity from earning his living, the magistrate shall award to such labourer or to his dependants or any one or more of such dependants such sum as he may deem just.

(3) Where it is proved that the injury to such labourer is attributable to his serious and wilful misconduct, compensation shall be disallowed:

Provided that where the injury results in death or serious and permanent incapacity the magistrate, on a consideration of all the circumstances, may award such compensation as he may deem just.

(4) Where a magistrate makes an award under the provisions of this regulation, he may order the amount so awarded to be paid in one lump sum or by instalments payable at such periods as he may think fit; or may order, in the sole discretion of any person named in such order, that the sum awarded be expended for the benefit of such labourer or of such dependants of such labourer as the magistrate may decide.

(5) Where a magistrate makes an award under the provisions of this regulation, he may order, in addition to any such award, that the employer shall pay all reasonable medical and hospital expenses incurred by a labourer in treatment of the injury.

(6) Where a sum is due upon any award made under this regulation, the labourer to whom such sum is due or the dependant entitled thereto may recover such sum by process of law as if the award under which such sum is due were a judgment of the court of the magistrate who made the award.

(7) Nothing in this regulation contained shall affect the civil liability of the employer under any other law unless compensation is paid under this regulation.

31. (1) Any person aggrieved by the decision of a magistrate holding an inquiry under the provisions of regulation 30 of these Regulations may appeal to a Judge of the High Court within whose area of jurisdiction the accident occurred by giving notice of appeal to the appropriate court within fourteen days of the date of such decision.

[21 of 1942. L.N. 1 of 1955.]

(2) The decision of such Judge shall be final.

[21 of 1942.]

32. For the purposes of regulations 30 and 31 of these Regulations “**partial incapacity**”, “**total incapacity**” and “**dependants**” shall have the same meaning as in the Workmen’s Compensation Act as from time to time amended.

[L.F.N. 2004 Cap. W6. 21 of 1942.]

33. Any administrative officer, medical officer, sanitary superintendent or inspector of labour may for the purposes of these Regulations at any time enter upon any land or into any building where any labourer is employed or housed, and may put questions concerning such labourers to their employer or to any person who may be in charge of them, or to the labourers themselves, and the employer or such person, or any such labourer, shall answer any such questions truly to the best of his ability.

[21 of 1942.]

PART III

Special regulations for labour health areas

Regulations 34-43

[The regulations in this Part (which were made under section 62 (9) of Act No. 1 of 1929) remain in force until replaced by regulations made under this Act (section 6 of the Interpretation Act, L.F.N. 2004 Cap. 123). They have already been replaced for the Northern States by Regulations 14 of 1948 of (supra); and are expected to be replaced for the other States at an early date. They are accordingly not here reproduced; but the numbering in the 1948 edition of the subsequent Parts and Regulations has been retained.]

PART IV

Carriers

44. In this Part "a carrier" means a person employed to carry a load on a journey, but does not include a mail runner.

45. A carrier shall not be required to carry a load in excess of 65 pounds including food issued to and carried by him.

46. (1) If a carrier falls sick on the journey he may be left in a village.

(2) The employer or his agent shall make adequate provision for the subsistence of such carrier, and shall satisfy himself that he will be properly tended and his life safe.

(3) If the carrier is too ill to walk he shall be carried to a village at which he can be safely left having regard to the requirement of this regulation.

(4) Whenever a carrier shall have been left in a village as aforesaid the employer or his agent shall without unnecessary delay inform the secretary to the local government council.

PART V

Forms and penalties

47. The forms set out in the Schedule to these Regulations or forms to the like effect shall be used for the matters to which they are applicable.

[Schedule.]

48. Any person who shall fail to comply with or shall commit any breach of any of these Regulations or of any order or direction lawfully given thereunder shall be guilty of an offence and shall, if no other penalty is prescribed for the offence, be liable for a first offence to a fine of twenty naira, and for a second offence to a fine of fifty naira or imprisonment for one month or both:

Provided the maximum penalty imposed on an offender at one and the same time under this regulation shall not exceed a fine of one hundred naira or imprisonment for six months or both.

SCHEDULE

FORM A
[Regulations 3 and 47.]

Contract of Service (General)

MEMORANDUM OF AGREEMENT made this day of, 20,
between of (hereinafter called the employer)
of the one part and each of the parties whose names are set out in the first column of the Schedule
below (hereinafter called the employed) of the other part, whereby it is agreed as follows—

1. Each of the employed agrees to serve the employer at in the
capacity set out in the second column of the said Schedule opposite the name of the employed for
the period of to be computed from the day of 20
2. The employer agrees to pay to each of the employed wages at the rate set out in the
third column of the said Schedule opposite the name of the employed, such wages to be
paid*
- †
3.
4.
5.

In witness whereof the parties have hereunto set their hands or made their marks the day and year
first above written.

Signed by the said employer
in the presence of)
.....) *Signature of employer*

<i>Name of employed</i>	<i>Capacity in which employed</i>	<i>Rate of wages</i>	<i>Signature or mark of employed</i>
1.
2.
3.
4.
5.
6.

Signed by the employed in the presence of (Witness)

* State whether wages are to be paid daily, weekly or monthly.

† Set out the obligation (if any) of the employer with regard to supplying rations, etc., and any other obligations of the employer or employed which are not covered by the Act or Regulations.

FORM A—continued

Attestation when employed are illiterate

I hereby certify that the above contract was read over and explained to all the parties thereto who are illiterates in my presence and was entered into by them voluntarily and with full understanding of its meaning and effect.

.....
Signature of person attesting

FORM B
[Regulation 3.]

Contract of Service (Foreign Employment)

MEMORANDUM OF AGREEMENT made this day of, 20, between of (hereinafter called the employer) of the one part and each of the parties whose names are set out in the Schedule below (hereinafter called the labourers) of the other part. Subject to the provisions of the Labour Act (L.F.N.2004 Cap. L1), the labourers and each of them severally hereby agree to serve the employer as for the term of months and to obey all lawful and reasonable commands of the employer or his overseers or authorised agents, in consideration whereof and subject as aforesaid the employer agrees with each labourer severally to convey him free of cost whether for transport or maintenance to his place of employment and from and after his arrival thereat to pay him wages at the rate of per diem together with an adequate daily ration or an allowance in lieu thereof at the rate of per diem; such wages to be paid as to one half thereof monthly at the expiration of each month of service and as to the other half immediately upon his return to the place of embarkation as hereinafter provided.

And the employer further agrees to provide each of the said labourers with reasonable quarters free of cost and with medicine and medical attendance when sick; and also within fourteen days after the expiration of this contract to convey each of the said labourers free of cost whether for transport or maintenance to the place whence they first embarked for the purpose of fulfilling this contract.

In witness whereof the parties have hereunto set their hands or made their marks the day and year first above written.

Signed by the said employer in the presence of
(Witness)

Schedule of labourers

Name	Native of	Mark

..... Witness to marks

FORM B—continued

Attestation when employed are illiterate

I hereby certify that the above contract was read over and explained to all the parties thereto who are illiterates in my presence and was entered into by them voluntarily and with full understanding of its meaning and effect.

(Seal) Authorised Labour Officer

FORM C
[Regulation 48.]

Deed of apprenticeship

THIS DEED, made the day of 20
between (a boy* above the age of nine years and under the
age of sixteen years) by of
the† of the said of the one
part and of of the other part:

Witnesseth as follows—

1. The said by the authority of the said
hereby binds himself apprentice to the said for years
from the date hereof and agrees during that term faithfully to serve the said
and obey his lawful commands and not absent
himself by day or night from the service of the said without leave.

2. The said agrees with the said
that during the said term he will provide him with sufficient subsistence and proper lodging
and suitable clothing and medical advice and medicine, and will instruct him or cause him to be
instructed in the employment of and will cause him to be sent
regularly to school‡ until he is of the age of and will bring him to the
secretary to the local government council at
on the first Monday in January, April, July and October in each year and at such other times or to
such other officer as the said secretary to the local government council shall direct.

In witness whereof§ the day and year first above written. (L.S.)

* Or "girl".

† "Father", "mother", or "guardian".

‡ The clause as to schooling may be struck out if necessary.

§ "The said have hereunto set their hands and seals", or "the
said have hereunto made their marks and set their seals", or
"the said has hereunto set his hand and seal, and the said
..... has hereunto made his mark and set his seal", as the case may be.

FORM C—continued

Attestation where party or parties can read and write

Signed, sealed and delivered by the said (L.S.)

In the presence of (L.S.)

Authorised Labour Officer

Attestation where any of the parties is illiterate

The mark of the said was made hereto and this indenture was sealed and delivered by him after the same had been interpreted to him by

..... (sworn) interpreter (of the court) in the language, when he seemed fully to understand the same.

In the presence of

Authorised Labour Officer

Approved

Authorised Labour Officer

..... 20

FORM D
[Regulation 48.]

Deed of apprenticeship

THIS DEED, made the day of 20

Between (a child under the age of sixteen years, without known relatives and without a guardian) by of

(who has been appointed by the Governor of the State as the guardian of the said and to execute this deed on his behalf) of the one part and of the other part:

Witnesseth as follows:

1. The said by the authority of the said Governor hereby binds himself apprentice to the said for years from the date hereof and agrees during that term faithfully to serve the said and obey his lawful commands and not absent himself by day or night from the service of the said without leave.

2. The said agrees with the said that during the said term he will provide him with sufficient subsistence and proper lodging and suitable clothing and medical advice and medicine, and will instruct him or cause him to be instructed in the employment

FORM D—continued

of and will cause him to be regularly sent to school* until he is of the age of and will bring him to the secretary to the local government council at on the first Monday in January, April, July and October in each year and at such other times or to such other officer as the secretary to the local government council shall direct.

In witness whereof† the day and year first above written. (L. S.)

Attestation where party or parties can read and write

Signed, sealed and delivered by the said (L. S.)

In the presence of (L. S.)

Authorised Labour Officer

Attestation where any of the parties is illiterate

The mark of the said was made hereto and this indenture was sealed and delivered by him after the same had been interpreted to him by (sworn) interpreter (of the court) in the language, when he seemed fully to understand the same.

In the presence of

Authorised Labour Officer

Approved

Authorised Labour Officer

..... 20

FORM E [Regulation 48.]

Deed of apprenticeship

THIS DEED, made the day of 20

Between (a person not under the age of sixteen years)

of of the one part, and of

..... of the other part:

* The clause as to schooling may be struck out if necessary.

† "The said have hereunto set their hands and seals", or "the said have hereunto made their marks and set their seals", or "the said has hereunto set his hand and seal, and the said has hereunto made his mark and set his seal", as the case may be.

FORM E—continued

1. The said hereby binds himself apprentice to the said for years from the date thereof and agrees during that term faithfully to serve the said and obey his lawful commands and not absent himself by day or night from the service of the said without leave.

2. The said agrees with the said that during the said term he will provide him with sufficient subsistence and proper lodging and suitable clothing and medical advice and medicine, or wages in lieu thereof, and will instruct him or cause him to be instructed in the employment of

In witness whereof the day and year first above written. (L.S.)

Attestation where party or parties can read and write

Signed, sealed and delivered by the said (L.S.)

In the presence of (L.S.)

Authorised Labour officer

Attestation where any of the parties is illiterate

The mark of the said was made hereto and this indenture was sealed and delivered by him after the same had been interpreted to him by (sworn) interpreter (of the court)

in the language when he seemed fully to understand the same. In the presence of

Authorised Labour Officer

Approved Authorised Labour Officer

Authorised Labour Officer

20

FORM F

Attendance Book

No. Name

* The said have hereunto set their hands and seals", or "the said have hereunto made their marks and set their seals", or "the said has hereunto set his hand and seal, and the said has hereunto made his mark and set his seal", as the case may be.

FORM F—continued

Occupation
 Date of engagement
 Term of contract months from the above date
 Rate of wages per month
 Rate of ration money per week
 Name of employer

Month of

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	11			

Days worked during month
 Wages due for month
 Advances made during month and repayable at the expiration of contract

FORM G
 [Regulation 48.]

Form of Licence to recruit Nigerian Workers for Foreign Service

A.B. of
 as agent for
 is hereby licensed to recruit
 labourers in the (State/Local Government/Council) under the
 provisions of sections 36–44 of the Labour Act (L.F.N. 2004 Cap. L1).
 This licence expires on the, 20
 Dated this day of, 20

President

FORM H
[Regulation 48.]

Permit to engage Nigerian Workers for Foreign Service

A.B. of
is hereby permitted to engage through an agent licensed under section 21-22
of the Labour Act from the (State/Local Government/Council)
(subject to the provisions of the Labour Act) any number of native
labourers not exceeding for service with
at such labourers to embark from

This permit shall be in force for three months from the date hereof unless the above number of
labourers shall have been engaged under it at any time within such period, and subject to cancella-
tion or suspension according to law.

Dated this day of, 20

.....
President

FORM I

Form of Register

<i>Name of labourer</i>	<i>Native of</i>	<i>Date of contract</i>	<i>Duration of contract</i>	<i>Name of employer</i>	<i>Place where contract is to be performed</i>	<i>Nature of service</i>

*These regulations, made under section 62 of Act No. 1 of 1929 (repealed by the Labour Act, remain in force by virtue of section 6 of the Interpretation Act, (L.F.N. 2004 Cap. 123) in so far as they are not inconsistent with that Act.