An Appraisal of the Breach of the Obligation of Care `By Employers to Injured Employees Under Cameroonian Law

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Abstract

Labour law is crucial in identifying breach of care situations by employers to victim employees in industrial relations. As such, labour law has been used as means to punish a respondent's negligence for breaching his contractual obligation of care towards claimants. In this light, an employer is liable for the breach of contractual obligation of care towards the worker. However, when an employer's negligence causes harm to a worker, he is free to sue for redress against the employer at the level of the competent labour inspectorates and subsequently courts. The key element among other of a negligent claim relates to the obligation of care. This article therefore highlights on the one hand to establish the employers' breach of the obligation of care. This obligation of care is governed by three main elements namely: care, breach of care and damages. It furthermore investigates disputes issues arising as a result of the breach of care by the employer to injured employees. The data collected in this paper constitute the sources from which the law is drawn, stated and analysed in the light of the stated aim of the paper. From the paper, it was argued that in spite of the existing crafted laws regulating liability system in Cameroon, the latter is still inadequate and as such not achieving the compensation goal. Proving employers' negligence however remains challenging in such a way that workers and labour judges have to acquire proper knowledge and adequate skills in handling labour matters. This search also proves that there are number of lapses in laws governing the safety and security of workers in Cameroon. In Cameroon, no employee enjoys fully or partly his statutory rights, and this is because of the improper organisation by the Ministry of Regional and departmental delegations of Labour and Social Security. This paper therefore,

recommends that prove of liability must be shifted from the employee to the management to show the means and as such, free the employee from any responsibility. The results are equally significant as they expose the gap which exist between the outdated 1992 labour Code and concludes with suggestions on the amendment of this law in order to enhance adequacy with respect to the scrupulous observation of the statutory rights of injured workers in Cameroon.

***Keywords**: Obligation of Care, Contract of Employment, Employers, workers, disputes and Cameroon.*

1.0 Introduction

The obligation of care which is a central responsibility of an employer towards his worker in industrial relations is regulated by International conventions and national statutory instruments. Therefore, the respect of workers' rights to work and their dignity as ascribed by the constitution of Cameroon[i] and International Convention[ii] is a fundamental safeguard. This obligation was first celebrated under the guiding principle of ''the duty of care'' by *Donogue (M'Allister) v Stevenson* [iii], where Lord Akin identified that there was a general duty to take reasonable care and to avoid foreseeable harm towards a neighbour[iv]. The impact of this case is immense and it constitutes the sword or anchor of authority which subsequently acts as the basis of the principles of modern law of negligence. The facts of this case are so well known that no useful purpose would be required reconsidering them here in detail. However, they may be summarised as follows. An action was brought against the manufacturer of a ginger beer at Minchella's café in Paisley, Scotland by the plaintiff, who alleged that the beer offered to her by a friend contains remains of putrefied snail floating out of the opaque bottle which she unknowingly consumed. The appellant in this case suffered gastro-enteritis and nervous shock as a result of the nauseating sight of the foreign body in her drink. The case proceeded to the House of Lords and during the preliminary examination, some points were raised, as to whether an action existed for the tort of negligence irrespective of the privity between the parties[v]. Their Lordship reviewed the authorities and held that she could, in principle,

proceed with her action[vi].Since 1932 however, proof of negligence has remained for most plaintiffs a Daedanian task, and it is further compounded by the difficulties in proving Causation, especially where there is the possibility of multiple causes. Conversely in *Elsie Elang Ndua v Brasseries du Cameroon*[vii] the plaintiff, a young girl, developed fever, cough and rashes after consuming "Djino Cocktail', a product of the defendants, during a party. On the facts, the bottle contained deleterious matter, including particles of sand. The plaintiff accordingly brought an action in negligence against the defendant. The Court decided that her action must fail as she could not prove beyond reasonable doubts that the defendants had breached their legal duty of care. The difficulties of establishing breach of care in negligence may be elided by relying instead on express or implied terms in contract of employment. In this light the valid conclusion of contracts of employment by parties is fundamental. Thus disputes often arise in such a labour relationship because of the poor working conditions of workers encountered.[viii] In Cameroon therefore the Labour Code[ix] sets out standards governing the hygiene and safety of workers at the workplace[x]. In this sense an employer must provide a safe working environment and a very high standard of hygiene[xi] to the workers. In this same connexion an employer owes a contractual obligation of care to the worker, which may be breached thereof.

2.0 Proving the obligation of care and causation.

The employee not only has to prove that management owes him a contractual obligation of care and has breached it but also that on the balance of probabilities, the employer caused his loss. Causation is therefore the nexus linking an act or omission by the employer and the resultant injuries suffered by a worker[xii]. If the chain of the link is broken, the employer cannot be held accountable to the worker for the latter's loss. Prove of causation was seen by legal practitioners'(judges') as techniques of drawing the link which can be summarized thus: it must be established that the employer's act or omission caused loss or injury to the worker. (Causation in fact); and that there is sufficient proximity between the act and the damage to fix the defendant with liability (causation in law).

However, the problem stems from what standard are required in practice. Although this has not been indicated, it is evident that such safety standard must necessarily involve the three

elements enunciated in the celebrated English case of *Wilson & Clyde Coal Co. ltd .v English*.[xiii] This case has set a three-pronged duty on the employer to provide : safe machinery, safe working systems and responsible staff. Bawk JCA[xiv], had recognised this threefold like nature owed by the employer to the employee as applying in the context of Cameroon Labour Law. Identifying the legal obligation as that enunciated in *Smith v Baker & Sons*[xv], Bawak JCA as he then was identified the substance of the obligation of safety and high hygiene standard as requiring '' the employer to take reasonable care to provide proper appliances and to maintain them in proper condition, and to carry on his operations as not to subject those employed to unnecessary risk''.

2.1Employer's Negligence

Negligence relates to a mental element in tortious liability or it may mean an independent tort. As a mental element, negligence usually signifies total or partial inadvertence of the defendant to his conduct and or its consequences as a tort in the breach of a legal duty to take care, which resulted to damages, undesired by the defendant.[xvi]

Simply, it implies failure to exercise due care. Negligence therefore entails (a) the existence of a legal obligation, (b) the legal obligation must be breached by the employer to the worker and (c) the resultant harm suffered by the worker. These ingredients cannot be kept apart, as per Lord Denning observation that, there are simply three different ways of looking at one and the same problem, to some extent, the standard of care required from an employer is more than that required of an ordinary man in the street.[xvii]

2.2 Duty of Care

The obligation of the employer to take due care towards an employee relates to one of the aspect of the law of negligence that requires everyone to ensure that his or her activities do not cause injury or harm to another person through an act of negligence.

The standard of care, which the employer must observe, reflects what Lord Oaksey pointed in the case of *Paris v Stepney Borough Council'*[xviii] '' As such the trial judge in this case view care as one which an ordinary prudent employer would take in all circumstances''. By this an employer do not guarantee that an employee cannot be injured, he only undertakes to take reasonable care. However he can only be liable if it is established that some degree of lack of

care on his part falls below standard and consequently fails to prevent something, which was reasonably foreseeable[xix]. The employees in this light have to take necessary precautions and proper measures to guard against every accident, which might occur and similarly avoid putting all blames to the employer for this kind of accident,

2.3. Employers Statutory obligation of Care

In Cameroon the Employers' obligation of due care in industrial relations is addressed under part VI of the Labour Code[xx] which relates to ''Safety and Hygiene at the work place''. Similarly the Ministerial order[xxi] of 1984 outlines expressly and clearly the employer's duties towards the employees by spelling the obligations of the employers. These obligations of the employers which accounts as standards of care owed by the employer shall therefore include:

2.3.1. Employer's duty to ensure workers' health through the application of preventives measures relating to health and security.

To begin, an employer is under a duty to take necessary and adequate measures relating to hygiene and security of his fellow workers. In this light he must enhance the protection of worker's health[xxii]. As such the Cameroon case of *CDC v Akem Banbella*[xxiii] put in evidence the legal obligation of care owed by the employer towards his employee as seen above[xxiv].

Similarly, In *Nengabi Electa Nambu v Saddle Hill Ranch and Resort*[xxv] the plaintiff's complaint that the working conditions in Ranch was poor, making her to collapse frequently had no proof, thus the claim was dismissed.

2.3.2. Employer's Duty to keep the working environment clean

Another duty which the employer owes to the employee, is that the employer is under the mandatory duty to place at the disposal of workers suitable working conditions and maintain the work environment clean, the installation and the work equipment's clean...[xxvi].Also, the employer is bound to ensure workers with adequate means of protection relating to individual and collective equipment's. However, depending on the nature of employment proper protection equipment may include namely: respiratory masque, eyes glasses, gowns, specialised security shoes, dresses dispositive or accessories and related apparatus necessary for the protection of worker 's against an eventual risk in the course of the employment[xxvii].

In this light, the obligation to provide safe working environment, breach of this obligation arise again with the employer's duty to ensure employees' safety.[xxviii] This is because undoubtedly, the relevant aspect of employers' obligation of care which is implied by the law relates to taking due care and ensuring the safety of their workers. The purpose at common law rule as earlier mentioned is to compensate the injured employee as a result of employers' negligent act [xxix]

2.4.3. Employer's Duty to Communicate

A major duty which the employer owes is that of adequate communication and Information. The employer must communicate to newly recruited employees all the necessary information which relates to the risks inherent to the employment and steps or precautions to be considered with the aim to avoid an eventual risk. He must communicate on the use of systems of protection[xxx] .

2.4.4. Employer's Duty to medical surveillance

The employer is under the duty of medical surveillance. By this, he is under the obligation of medical surveillance which may occur in circumstances beyond labour relationship. This is because even when an injured worker has ceased to work., the employer still owes the latter a duty of medical surveillance within a stated period, the aim is to provide him medical care and necessary assistance, especially if it was established that the employee was then exposed to dangerous risk in the course of his then employment.[xxxi]

2.4.5. Employer's obligation to serve registrars

An employer is under the obligation to serve a single or several registrars for controls conducted by the labour inspectors or/ and by a medical doctors who are in fact practitioners holding diplomas in industrial medicine,[xxxii] where the registrar shall contain, the date and signature of proposed techniques to those controls, the testing, verification and maintenance of periodic use of apparatus, machines and security dispositive means of protection[xxxiii].

Nevertheless, the list of duties owe by the employers to the employees cannot be limited to the above mentioned duties, but can be better appraised and extended in the manner in which they are breached.

2.5. Breach of the obligation of care (causation)

Breach of the obligation of care can also be called ''Negligence''. If an employer negligent-as in the case of irresponsibility-breached his or her statutory obligation of care towards an employee, and cause harm, the employer can be responsible for compensation. In fact, the obligation of care is governed by a standard of care and the test of a Reasonable Man.

This standard and test include;

1. Negligence occurs whenever an employer falls below the standard of care appropriate to the particular obligation owed.
2. The standard is objectively measured by the reasonable man' test, the omission to do something which a reasonable man would not do.'[xxxiv].
3. The reasonable man has been described as ''the'' man on the street'' or ''the man on the Clapham omnibus''…'
4. Or, as Macmillan L.J. put in *Glasgow Corporation v Muir*[xxxv], the test is 'independent of the idiosyncrasies of the particular person whose conduct is in question…The reasonable man is presumed to be free from both over-apprehension and over confidence' amongst others.

However, after the employer's breach of statutory obligation of care is established, the next important element to establish is that negligence of care caused damage to the employee (plaintiff). In the case of *Government of Malaysia & Ors v Jumaat Mahmud & Anor*[xxxvi], The trial judge Raja Shah stated that ''…must be commensurate with her opportunity and ability to protect the pupil from danger that are known… it is not a duty of insurance against harm but only a duty to take reasonable care for safety of the pupil…the sole question…is a (question of causation…. The injury…in fact caused by wrongful act of the teacher… it cannot be said that it was reasonably foreseeable.'' From the above statement;

i. plaintiff (employee) must prove that the risk or damage was foreseeable
ii. proving that the employer did not take adequate steps/measures to prevent the damage and
iii. After the plaintiff has been able to prove point 1 and 2, he has established that an important element exists under the law of negligence which is damage caused due to negligence by the defendant,

In establishing if the damage was caused by the breach of duty by the employer, the court will appraise the ''but for'' test. In the case of *JEB Fasteners ltd v Marks Bloom & Co*[xxxvii], the plaintiffs JEB Fasteners ltd brought an action against Marks Blood & Co, the defendants with a claim that the defendant prepared a report on the company negligently which caused the plaintiff loss and damages who had planned to take over the company.

After using the '' but for'' test the court decided and held that even though the defendant had negligently prepared the report, it was not the cause of the loss and damages because the plaintiffs' decisions to take over the company was clearly motivated and it did not depend on the report, even though negligence was proven.

2.5.1. Establishing proximity between Damage and breach of the obligation of care

The last element falling under our appreciation is to examine whether there was a reasonable close connection between the obligation breached by the employer and the resultant damage incurred by the injured worker.

The test suitable to handle this element was established in the *Wagon Mound* [xxxviii] case. In this case, the defendant had oil spilled on the vessel of the plaintiff at the Sydney Harbour. The spilled oil flowed to the docks and after only 60 hours, it caught fire which caused injuries to the docks where ships were undergoing repairs.

The above case had two major and contradictory ruling decisions. As such, the Supreme Court of New South wales ruled in favour of the plaintiff and held that the fire was a direct caused of the oil spilled. While on appeal the privy council reversed the above ruling. Its decision, shifted the burden of proof from the plaintiff and held that the latter must show evidence that the damage he suffered was foreseeable to the extent of recovering damages. But the plaintiff unfortunately failed due to provide proofs.

This however, leads us to establish the difficulties and complexity brought in by the concept of breach of statutory obligation of care in general, when taking in to account the legislator's orientation towards the regulation of breach of obligation of care imposed on the employer in particular.

2.5.2. Statutory breach of the obligation of care by the Employer

The difficulties of establishing breach of statutory obligation of care in negligence may be elided by relying instead on express or implied terms of the contract of employment. In Cameroon, the Labour Code is the instrument governing Employers-employees obligation of care and as such in this context, it defines an employer with regards to managerial powers[xxxix]. By this definition the Code views an employer as one who is vested with certain obligations in the course of the employment relationship[xl]. In this light such a relationship between employer and employee gives rise to imposed duties and corresponding rights which are recognised and enforce by law.[xli] Apart from the obligation to pay wages, employers owe other duties to the employee[xlii]. These duties are contained under implied term in the contract of employment, in the absence of an express agreement to the contrary. The non-respect of which leads to breach of the obligation of care by employers and consequential Industrial relation disputes.[xliii] Thus, the difficulties of establishing the negligence of care is paramount and may be elided by relying instead on express or implied terms in the contract of employment. The question therefore is what then is a contract of employment? And how does the breach of the statutory obligation of care by the employer will relate to Industrial relation disputes?

3.0. The Contract of Employment

A contract of employment is a legal binding agreement between an employer and an employee that outlines the terms and conditions of the employment relationship.[xliv] In other words it is an agreement between an employer and an employee where the employee will render his /her services under the direction and supervision of an employer in return for remuneration.[xlv] It therefore serves as a foundational document that governs the rights, duties, and expectations of either parties throughout the subsistence duration of employment. Nevertheless, these employment contracts often change during the course of employment, this is because there exist certain circumstances where an employee gets an increase in salary or upgrades.[xlvi] As such employee upgrades is dependent to his promotion to higher ranks, and it also involves an increase in salary, responsibility, status, and benefits.[xlvii] Thus, these types of changes are consensual and cause no problem.[xlviii] Notwithstanding, there exist

instances where employees may not want or are not satisfied with the change during employment ,probably because the terms are not satisfactory. It is at this juncture that the breach of the obligation of care arises generally and labour disputes in particular. For the purpose of this section, it would be judicious to identify the different types or forms of employment contracts so as to enhance stability and continuity in a labour relationship. However, whenever a new hired employee joins a new organization, the employer is supposed to sign an employment contract that would govern the working relationship between the employer and employee[xlix]. In this regard, most organizations prefer using the written employment contract. However, there exist several other types of employment contracts like self-employment contract, temporal employment contract, internship contract, apprentice employment contract.[l]

3.1. Types of Contracts of Employment[li]

Generally, prior to the conclusion of a contact of employment in a labour relation there shall exist trial or probationary period in a contract, where prior to signing a final contract, the employer and employee agree to appraise in particular the employees' quality of services and his output[lii]. However, a contract of employment can be grouped or classified in to two main categories namely; Classical employment contracts and precarious employment contracts. Classical contracts relate to those frequently witnessed in enterprises and can be classified with regards to their duration as contracts of specified[liii] and unspecified duration[liv]. On the other hand, precarious also known as typical or modern contracts relates to those contracts in which the employee is recruited for temporal, seasonal or occasional employment[lv].

In Cameroon contracts of employment can similarly, be grouped into Classical types of contract of employment (Contract of specified and unspecified duration) and modern contracts of employment also known as the new categories of contracts of employment (a contract of; temporal job, occasional job, seasonal job). Accordingly, from the above we observe clearly that depending upon the tenure decided, the forms of contract of employment vary largely.

A contract can indeed be oral or written, express or implied agreement which specifies the terms and conditions under which a person agreed to perform certain duties under the direction and control of an employer in return for an agreed remuneration[lvi]. Whether explicit

or not, under a contract of employment the parties owe the duty of mutual confidence and trust, and to make only lawful and reasonable demands on each other. Every employee is under an obligation to carry out assigned duties, or dutifully the employer's instructions. The employer is under obligation to protect the employee from harm or injury, and offer fair compensation for any loss or damage due to occupational accident[lvii].

3.2. Classical Type of Contract of Employment

By virtue of the former Cameroon labour code,[lviii] a worker promised his services only in one of two ways; for a specified or for an unspecified period. In other words, the former code provided for only two types of contract of employment. Namely: a contract for an unspecified duration and one for a specified duration. The 1992 code has increased this number by institutionalising a typical contract. As such Contracts of employment may be concluded for a specified or unspecified duration.[lix]

3.2.1 Contract of Employment of an Unspecified Duration[lx]

The current labour code[lxi] defines a contract of an unspecified duration as one whose termination is not fixed in advance and which may be terminated at any time by the will of the worker or the employer provided that the prior notice referred to in section 34 is given.[lxii] This is the commonest form of labour relation in Cameroon. The parties agree to be bound to each other for an indeterminate period which extends more or less far into the future and, subject to retirement, may last the life time of the parties. This, however, is far from saying that it is a contract of employment for life, because it contains certain principles inconsistent with that of the presupposition. In fact, in order to make Industrial or labour relations harmonious, the employment contract which is either for a fixed or indefinite duration has as any contract a binding force between the parties as governed for by article 1134 of the civil code[lxiii] which reads *''legally formed agreements take the place of the law for those who made it''*. Thus following the dictum that *''parties to an employment contract are bound by their words''*. In Cameroon most contracts are for an unspecified duration. Usually such contracts are meant to last till the worker retires.

Nonetheless, this contract has the following characteristics[lxiv];

- Either party has the discretion to put to an end the contractual relationship at any time they deem imperative. In other words, If a party to a contract be it the worker or the employer has solid reasons or justifications to end the labour relationship like poor violation of workers fundamental rights (the right to fixed and regular wages, the right to good working conditions among others) or for gross misconduct of the worker on behalf of the employer will put one of the parties to exercise his discretion by putting unilaterally an end to the labour relationship at the time he/she deems fit(this is known as the principle of unilateral resiliation), provided the conditions as to form are respected. In fact, as section 34 provides that such a contract may be terminated at any time by the will of the worker or the employer. There are thus certain circumstances under which the labour relation may be legally determined. Otherwise, there would be wrongful determination of contract of employment. Suffice it to say that either party to the relation may determine it at will anytime? But like every discretion, the unilateral termination of the contract of employment is subject to certain safeguards like the principle of notice. As earlier seen, in our second point.
- The termination of contract by either party is subject to the notice period (the principle of notice) as governed by section 34 of the labour code of Cameroon 1992. The rational of notice is to protect either the worker or the employer from unscrupulous behaviour. Hence , the labour code[lxv] provides that such termination shall be subject to the condition that previous notice is given by the party taking the initiative of terminating the contract. And such notification shall be made in writing and serve to the other party and shall furthermore set out the reasons for the termination. For, an unscrupulous employer may delight in dismissing workers to either deprive them of their seniority or pension or to engage others in lower scales.
- As regards the condition of executing tasks, its distinctive criterion remains job continuity, subordination to one and the same employer, and the continuous membership to one enterprise or group.

3.2.2 Contract of Specified Duration

Generally, contracts for a specified duration are contracts with a definite or specified period for which the contract has to run. The current working labour code[lxvi] defines a contract of

specified duration as one whose termination is fixed in advance by both parties[lxvii]. A contract of specified duration can only run for two (2) years renewable once[lxviii]. Here, three types of the termination being fixed in advanced can be distinguished as illustrated in the three conditions below;

- A contract whose termination is fixed in advance by the will of the parties. In other words, the execution of a task, whose termination is laid down in advance by the consent of the two parties. This consent is a determinant factor. As such it favours renewal. Thus, a contract whose termination being fixed in advanced is subject to renewal. In other words, where the contacting parties freely consent to fixed in advanced the termination of a contact, such a contract of employment can be renewed.
- Second, a contract whose termination is subject to the occurrence of a future and certain event whose realisation does not depend exclusively on the will of parties as precisely indicated in the contract. By this, the code indicates that this form of specified contract of employment is non- renewable. For example, a contract concluded for the execution of a specified task.[lxix]
- contracts concluded for the performance of a specific task or job[lxx]. Similarly, contracts concluded for the execution of a specified task are non-renewable.

The purpose here is to make sure that the worker can easily identifies the date of the termination of the contract with maximum certainty. In this connection building contracts could be classified as contracts of specified duration. Since the construction works would have to come to an end one day. Section 25 demonstrates the law maker's intention in its avoidance to come out with a working definition of a contract of specific duration each time that uncertainty prevails. Only contracts whose termination is fixed in advanced by the parties can be renewed[lxxi]. Such a contract may not be concluded for a duration of more than two (2) years renewable once. If the initial contract has two (2) years duration, it can be renewed once and this brings the global duration to four (4) years. But if the initial duration is less than two (2) years for example eight (8) months, the duration of renewed contract cannot exceed eight (8) months, which brings the global duration to sixteen (16) months.

The other two types are non-renewable. Where the duration of the contract is above three (3) months, or requiring the workers to leave away from his usual place of residence, it must be in writing. Therefore a copy of the contract shall be forwarded to the labour inspector of the area.[lxxii]

The 1992 Code thereby settles the flaws raised in the 1974 labour Code[lxxiii]. This Section was very rigid. It stipulated that such specified duration shall not exceed two (2) years[lxxiv]and that when the contract exceed the two (2) years duration and working relations continues after its expiring[lxxv], the contract for a specified duration shall be converted into one of an unspecified duration for a worker of Cameroonian nationality. And that in the case of alien workers, the previous contract can only be renewed with the authorisation of the Minister in charge of Labour and social security. To circumvent this huddle of being unable to renew, employers consistently concluded new agreements for the same duration as the initial contract. In addition to solving this problem, in its section 25 the new code also shows a distinction between Cameroonian workers and foreign workers to resolve yet another problem found in the 1974 Code.

It is provided in the new code that for Cameroonian workers, contracts of specified duration shall be renewed only once with the same company. If at the expiring of such renewal, working relations continues for a reasonable time, the contract shall be transformed into one of unspecified duration.[lxxvi]

As regarding contracts of foreign workers ,this current code[lxxvii] provides that, may be renewed only after endorsement by the minister in charge of labour, one could imply that several renewals could be possible.

Another difficulty turns on the formalities when the duration of the contract was more than three (3) months. For Cameroonian workers, only a written form of contracts are required[lxxviii] . Henceforth, where the contract is unwritten, it will be considered for a contract of unspecified duration. When regarding foreign workers, the minister of labour and social security shall give his endorsement in addition to the written form.[lxxix] Non-compliance to this will render the contract invalid. The employer prepares the application for the endorsement and the minister is given up to two (2) months (instead of three

(30)months in the old code to announce his decision after which period the contract shall be deemed to have been endorsed.[lxxx]

There was an ambiguity in the old code as to whether either party could unilaterally bring to an end before its expiring date a contract of a specified duration. The tendency of the court was to transform the contract into one of an unspecified duration. Thus, causing employers an untold economic hardship and so ran the risk of keeping any unproductive employee or paying damages for unfair dismissal.

This ambiguity has been neutralised in the new code[lxxxi] where a list of examples of such termination has been given. A contract of employment of specified duration may not be terminated prior to its expiring date except in the case of gross misconduct, force majeure or by written concern of both parties.

3.3. Modern Contracts of Employment.

Apart from the two major classical type of contracts examined above, the Cameroonian labour code has further provided for other forms of employment contracts. In this light it is seen that the labour Code has tacitly recognised modern contracts of employment amongst others namely, occasional, seasonal and temporal contractors to be recruited by certain employers.[lxxxii] Thus this new category of contracts forms a big innovation in the current labour code[lxxxiii]. It indicates the new economic realities of our time. In addition, the new group involve employments which are dictated by unexpected development in the enterprise or industry. Such employments result from unexpected growth of the company, the need for urgent workers to prevent imminent accidents, work for urgent repairs, and workers engaged to do seasonal work resulting from seasonal nature of the company's activities. Where seasonal, temporal and occasional jobs extend beyond their legal term without termination, they will become converted to contracts of unspecified duration. Similarly employment in Cameroon for certain group of people like foreign workers must be endorsed by the Minister of Labour through an application of employment.[lxxxiv]

However, modern contracts also known as typical or precarious contracts are contracts in which the employee is recruited for temporal, seasonal or occasional employments.[lxxxv] They shall be examined herein.

3.3.1. Contract of temporal job

It is defined by the Labour Code[lxxxvi] as one which has as object the replacement of an absent worker or whose contract has been suspended, or the completion of a piece of work within a specified time limit and requiring additional man power.[lxxxvii]

This type of contract adapts to all situations where the worker is absent, or especially to situations of suspended contract such as maternity leave, arrest or preventive detention or illness of the worker. This type of contract permits the company head to replace these absent workers so as not to paralyse the functioning of the company.

However, the duration of temporary jobs contracts is three (3) months renewable once per annum in the same company[lxxxviii]. It is noteworthy here that '' where the maximum duration provided in decree N[0] 93/577/P.M. of the 15/07/93 is exceeded and labour relations are pursued, the temporary, occasional or seasonal contract of employment shall be legally transformed into a contract of unspecified duration[lxxxix]. Furthermore, it should be noted that the provisions of art 7 (2) are more momentous, it provides that: the replacement of a temporary or a seasonal worker shall be prohibited, except where the worker is not available. In this case, the authorisation of the Labour and social insurance inspector shall be required given that a temporary or occasional labour contract is renewable only once, the labour relation thus moves to a contract of unspecified duration.

3.3.2. Contract of Occasional job

The Cameroon Labour Code[xc] considers a contract of occasional job as one which is aimed at coping with unexpected growth in the activities of the company as a result of a certain economic conditions or entailing urgent work to prevent eminent accidents, organising emergency measures or repairing company equipment, facilities or buildings which are dangerous for workers as provided by section 25 (b). It should be vehemently noted that this type of contract shall not exceed fifteen (15) days[xci]. This type of contracts is adequate for public works companies and construction companies, in cases of urgent jobs necessitating the

using of an important man power, within a short period. This is why according to sections 3 & 6 of the decree of 17 July 1973, the contract cannot last more than 15 days and is renewable once per year in the same company.

3.3.3 Contract of Seasonal Job

The Labour Code[xcii] defines a contract of seasonal job as a contract generated by the cyclical or climatic nature of company's activities[xciii]. This type of contract is adopted for agricultural activities. This is why seasonal employment contracts are very common in agricultural companies in general and cooperation in particular. The companies use a considerable man power during activity periods known as ''campaign'' which can be more or less long from year to year.

This type of contract is equally used in certain companies of a cyclic nature such as toys fabrication factories which have an intensive activity at the coming of certain feast, such as the end of year feast[xciv].As such the duration period of such contracts is fixed and not more than six (6) months yearly, non-renewable.[xcv]

3.4. Termination of a Contract of Employment[xcvi]

The rights and obligations under a contract of employment maybe brought to an end in the same way as in the case of any other kind of contract-whether it is made for a specified or unspecified duration[xcvii]. A contract may thus be terminated by:

(a)breach,(b) agreement, (c) frustration ,(d) performance, (e) lapse of time and f) operation of law[xcviii]. Termination has been seen so defined to include any termination of the labour relationship by either the employer or the worker with or without notice or the expiration of a fixed-term contract[xcix].

Termination may arise from series of causes of factors which may either be lawful or wrongful[c], having due regard to the particular circumstance of each case. It invariably gives rise to certain judicial and above all, practical consequences depending on whether or not it was lawful and, sometimes despite its legality or unfairness.

Naturally, many problems usually occur with respect to the unfair or wrongful termination of the contract[ci].A look at the number of labour cases that come before the courts on the sole main ground of wrongful dismissal will bear out this fact[cii].

3.5 Breach of the obligation of due Care by the employer.

Grievances may arise in labour relationship between employees and employers, because one of the legal obligations that are imposed on the employer to take reasonable care towards the employee are breached. However, where an employer breaches this duty, he is held liable at law. Thus other related breach of employers' duty shall be examined in details like, the breach of the duty to pay wages and the breach of the duty to keep workers records

3.5.1. Breach of Duty to pay Wages and terms of employment contracts.

The general principle at common law is to the effect that, an employer is under a mandatory duty to pay wages to his employee[ciii]. Similarly, the non -payment of employees' wages as a result of employers' fault[civ] constitutes a gross misconduct by the employer.

However, wages which is the reward of labour which an employer is obliged to pay constitutes the main clause of and employment contract. This is generally in the form of an express term inscribed in the contract of employment. But, where certain circumstances warrant the inexistence of the clause of wage, or leaves out the matter of payment, or has unclear terms in this matter, there might arise the question whether there is a contract of employment?

In this light, it is a general principle of law that , where one party does work on the order of another, it must be presumed that he looked to be paid as a matter of right, then such a contract should be implied.[cv]

Similarly, in *Way v Latilla*[cvi], it was held that a term to pay will be implied in circumstances which clearly indicate that the employment was not to be gratuitous.

Further, where there is an implied term of contract to pay, payment is deem ''quantum meruit''[cvii]

The law maker in Cameroon in its provision considers a contract of employment as an agreement made between a worker to put his skills and services under the control and

authority of an employer against payment.[cviii] From this definition the interpretation of this provision reveals that a wage is the employee reward of his labour.[cix]

Similarly wages must be payable in a legal tender only.[cx] It is as such imperative for an agreement of pay to be expressly stated in all employment contracts.[cxi] Where however there is none, the law steps in to insist on one.[cxii]

Wages shall be made not later than eight days following the end of the month from when it becomes due.[cxiii] In *Tchoupe Elie c/ CEBBEC Menoua*[cxiv] the employer's negligence was established because the latter frequently failed to pay wages within eight days from when it became due and also owed the employee salary arrears for many years. The employer was ordered to pay the salary arrears.

However, employer's negligence or breach of duty of care is manifested in labour relationships where workers are deprive of their salary for work actually performed.[cxv]

In *Nguimatsia Antoine Max c/Boulangerie la Confince anciennement denommee Boulanger la EMAC*[cxvi] the employee was wrongly dismissed when his salary for three successive months in the year 2011 had not been paid. It was held that the employer should pay the unpaid salary plus interest.

Another area of contention where breach of duty of care arises is where workers receive payment below the required standard of minimum wage rate governing the private sector employment[cxvii] and which have as corollary the non-harmonisation of minimum wage[cxviii]. This is because a decree revising the minimum wage in the Cameroon has currently three types of minimum wages with respect to sector of activity. Accordingly we have , the minimum wage rate relating to government employees[cxix], minimum wage rate relating to the agricultural and related sector[cxx] and the minimum wage rate relating to the non-agricultural sector.[cxxi] The above distinct wages came as a result of contradictory negotiation between the Cameroon government , unionists and employers' associations[cxxii] .

Nevertheless, an in-depth look at this decree calls for the harmonisation of all minimum wage rate in Cameroon by the lawmaker to ease applicability and to enhance the protection of workers' rights and standard of living. However the non-harmonisation as the situation is

clearly shows the interference and violation of certain provisions of the Labour Code[cxxiii] by various employers in different sectors of the economy.

Under the wordings of the labour code contrary to section 62 [cxxiv], mention is only made on one minimum wage and not several.

Indeed, minimum wages rate is a landmark because the payment of extremely low wages to workers has been vehemently criticised as one which amounts to violations of a country's treaty obligations[cxxv]. In this connexion the International Labour Organisation and contemporary thinking regards extremely low wage as a cause of forced labour and debt bondage', the payment of low wages to workers in ordinarily sense means that the workers International Labour rights are breached. The state of Cameroon is to this extent obliged by the ILO Convention N0.131[cxxvi] to prevent the payment of extremely low wages that are inadequate to sustain workers and their families. However, The respect of minimum wage does not have an adverse effect on the economy.[cxxvii]

Furthermore, minimum wage is conceived as a means of improving wage structure as well as industrial wage relationship.[cxxviii] Despite all these emphasis, it is still common to find cases of breach/negligence where workers are paid below the minimum wage rate[cxxix] In *Ndobe Derick v Gratitude Bilingual Nursery and Primary School*[cxxx] the parties sealed their intentions in a contract of employment in 2008 where the worker was to be paid 20.000FCFA per month. Later on, the then Minimum wage rate was increased to 28.216 FCFA.[cxxxi] The plaintiff claimed the balance of the revalorised minimum salary to Guaranteed Inter-profesional minimum wage (SMIG) for the rest of the academic years. The court surprisingly refused to grant the claim on the basis that the salary of the plaintiff was increased to 22.000CFA and 5.000 FCFA additions every year till the plaintiff was terminated in 2016. This decision is criticised because it failed to take into consideration when the salary was increased in order to comply with SMIG.

Additionally, there were circumstances where judges appreciate wages agreed below SMIG. In *Akwo John Tangie Tam v Rural Investment Credit S.A*[cxxxii]. The plaintiff was paid 30. 000.FCFA per month below the 36.270CFA prescribed by the then SMIG. Terminated in 2015, the plaintiff brought up a claim for the balance of the minimum wage rate for one year eight months he worked with the defendant. The court dismissed the claim, on the motive that the

parties knew the minimum wage rate at the time of the determination of the contract[cxxxiii]. The court failed to consider the weak position of the jobseeker as compared to the powerful employer. Even the Labour Code equally fails to provide any sanction for wages agreed below the minimum wage rate[cxxxiv] and some judges seem to support them.[cxxxv] This leaves the desperate job seekers and employees in Cameroon in a pathetic situation always trying to get redress from labour courts.

Similarly wages may be determined through the mechanism of collective agreement[cxxxvi] or through the mode of company agreement.[cxxxvii] Where this has not been done but there is a collective agreement on wages, the latter takes priority over any wage in the employer's enterprise.[cxxxviii] The application of this often leads to difficulties. However the South West Court of Appeal in *Societe UCB v Allianhu Fidelle*[cxxxix] affirmed the principle when the court insisted that the wage specified in a collective convention was the one to be enforced in the event of a conflict between it and that contained in the employment contract of a worker.

Furthermore, the suspension of wages without any just cause constitutes a breach/negligence in the labour relationship.[cxl] Suspension of wages or refusal to pay due wage is blatantly wrong.[cxli] In *Ikaicheck Emmanuel v Samaritan Insurance*[cxlii] the defendant on no reasonable ground suspended the wages of the plaintiff for 37 months. This caused the plaintiff misery and the court did not hesitate to award him the suspended wages plus interest and damages.

Unlawful deduction of wages[cxliii] is another area of contention of negligence/breach. Some employers are noted for deducting the wages of the employees at the slightest opportunity.[cxliv] In *Catholic Education Secretary v Wirba Austin Suiren*[cxlv]the deduction of the respondents' wages for nine months was held to be unfair and interest was awarded on the deducted wages. This decision is applauded because unlawful deduction of wages often leaves the employees with low wages that cannot satisfy their needs.

Contrarily, deduction of wages can be allowed if it is lawful.[cxlvi] Such deduction must be authorised by the operation of the law , or by a clause in the contract of employment which must have been expressly given to the employee in writing or through notification. [cxlvii] Also for deduction to be lawful, the employee must give a written consent.[cxlviii]

Furthermore, disputes may arise between parties in contract due to improper deduction of workers' wages. In this light the employer who performs his statutory duty to deduct from his employee wages, part which falls to him and to return the whole to the social contribution to the managing body (Social Insurance Fund)[cxlix] will turn to present defects which often fall beyond standard. In other words, employers who owe a mandatory duty to ensure that all its workers are duly registered at the National Social Insurance Fund(NSIF)with the ultimate aim of securing them from industrial accidents and occupational diseases are not always the case. In this light, section 5 of Law N[O] 90/063 of 19 December 1990, provides that ''any employer with the exception of the state is a debtor vis-à-vis the NSIF for the total contribution and responsibility for its payment including the part charged to the worker which is to be deducted from the latter remuneration per percentage''[cl]. It is however, regrettable that in practice most employers in Cameroon's industrial relation sector ,do not conform to stated standard and as such violates section 5 of the above state law[cli], this is because these employers do not have the will and worst till do not even perform this duty before the NSIF ,In other words the NSIF does not receive any contribution representing employees insurance from employer's. As such there is a flagrant violation of the statutory obligation by the employer to deduct employees' wages and insure same. This has direct consequences on the employee is working life, because it prevents the latter from benefiting from post-employment benefits like normal age pension and old anticipated old age pensions[clii] .

3.5.2. Breach of Duty to maintain workers' Records of Attendance

It is the responsibility of an employer (company) and not its workers to keep workers record of attendance[cliii]. In the case of *Vincenti Enginering Ltd v civil service Technical workers union*[cliv], an employer had the obligation of care to ensure that the employee is punctual to work. As such an employee's unauthorised absenteeism and poor attendance can therefore leads to disciplinary action against him or her[clv]. Employers in this connexion are to remind employees to turn up for their work. Employees who are always late for work or who are always absent without just cause put their job at risk. Regular absenteeism is damaging to business.[clvi]

Absenteeism leading to termination of contract of employment was observed in affaire *Ngoune Jean c/La Caplame*.[clvii] In this case the worker was conspicuously absent from work and a radio announcement calling for him to resume work met no response. As such, he was dismissed

for absenteeism and his dismissal was founded on just cause. The High Court of Menoua confirmed the dismissal of the employee as fair.

But in affaire *kingue Elessa Augustina c/Societe UCB*[clviii]the dismissal of the worker for irregular absences was held to be unfair. Similarly lack of evidence could not amount to absenteeism and dismissal as was held in affair *Doumessi Joseph c/Societe Edauce Elec SARL*[clix]. As such the dismissal of the employee for irregular absences was refused for being void of proof.

Absenteeism without authorisation and without a reason can similarly justify the non-payment of wages[clx] as was held in *Magdalene Ngumgwegeh Njofor v Saddle Hill Ranch and Resort.*[clxi]

An employee's attendance is very important to business organisations as it has impact on the performance of the employees and also the organisation. Employee s of various organisations has been found involved in fake leaves that affects adversely the organisation's performance. This has led to work attendance management by most business concerns. Attendance controls has been done using time clocks and timesheets, automation machines amongst others.[clxii]

However, the non- respect of the above raised standards by the employer will constitute a breach of duty of care the latter owes to the victim employee. Consequently, the victim employee shall be entitled to compensation which must in principle be adequate in the form of damages paid. Yet, proving breach of this duty remains a difficult task however and compensation of damages remains paltry.

3.6. Employer liability

Employer's liability is an amalgam of contract and tort law principles, but the role of contract law is less significant in this regard because contract law, in its nature, is not suitable to address compensation question for the ultimate worker who may be victims of employers' breach of care. It is appropriate to say that compensation of employees is essentially negligence-based, although contract may still be used where appropriate. While liability under contract depends on the privity concept. Contrarily liability in the tort of negligence arises *ex lege.* Liability in negligence depends on the defendant's breach of care and the standard of the hypothetical '' reasonable man''. The '' reasonable man'' is in reality, no more than '' the anthropomorphic conception of justice''.

3.6.1 Liabilities for employer's Negligence

Liability arises because Employers are most often made up of qualified expatriates management endowed with high educational profile and competences as compared to the unqualified employee, who in most cases are unskilled, uneducated or have a moderate level of education or lack knowledge in employment law. As a result of such liabilities, employers ought to properly discharge their duties with due care, diligence and good faith. Employers will be liable for torts committed in the course of the execution of his duties in the labour relationship towards the employee. He will be liable for breach of express and implied terms in a contract of employment. He will further, be vicariously liable for employees' negligent acts within the scope of the employment.

In the case of *Scott v London & Catherine's Docks Co*[clxiii] in conjunction with s.14 (2) of Decree No.77/528 of 23rd December 1977[clxiv] liability was established on the ground of its requirements. Erle, C.J thus, pointed that ''where the thing shown to be under the accident is such as in the ordinary course of things does not happen if those who have the management use proper care, it affords reasonable evidence, in the absence of explanation by the defendants, that the accident arose from want care''[clxv] . In *General Bank Netherland N.V v Export Credits Guarantee Department*[clxvi] , an employer was seen to be vicariously liable for the tort of his employee committed in the course of his employment. It was further, held in this case that, the enterprise was liable for the actions of the management as her employee negligently performed her duty. As such enterprises or public establishments as moral persons of law cannot perform their duties by themselves, they have neither flesh nor blood, and they neither have ears to listen. They must execute these missions through the Management they appoint and if they are negligent in performing their missions, they are just liable as anyone else who employs others to execute his duties for him''.

3.6.2. Civil liabilities relating to employers' negligence

Civil liability is one which warrants a victim of a negligent act, the right to obtain redress from a tortfeasor. In this light, for there to be any award for damages, the injured, employee has to have suffered an actual loss, be it personal injury, damages. In *Egbe Maureen Arrey v Ruth Enyong, Elf Oil Cameroun, SONARA & SCDP &Anor*[clxvii] Esukise Temple-Cole, J., the trial judge of this case ,considering the spirit and letter of the maxim as laid down in *Scott v London& St*,

Catherine's Dock Co.[clxviii] in conjunction with s14(2) of Decree N0.77/528 of 23rd December 1977[clxix] had no difficulty in holding that its requirements were met. As such Elf Oil Cameroun and 2nd third party in this case were held liable by the trial judge. Furthermore, Erle, C.J laid down the classic statement of liability/negligence as thus:

''Where the thing is shown to be under the management of the defendant or his servants, and the accident is such as in the ordinary course of things does not happened if those who have the management use proper care, it affords reasonable evidence, in the absence of explanation by the defendants, that the accident arose from want of care.[clxx]Thus , it was held in *Chaproniere v Manson*[clxxi] that a stone found in a Bath tub could only have found itself there through negligence in its manufacture.

The test for establishing negligence on the part of the employer is whether he has proven to be guilty for failure of not sticking to the duty of care he owes to the employee as mention above.

However, to prove that the employer had breached the duty of care owed in circumstance to the employee, the claimant has the burden to prove that the respondent had strayed from the recognized standard of care in the profession. This imposes upon the claimant of the burden of establishing first what is known as standard of care in any given case and then that, the respondent has departed from it.

In Cameroon, the Labour Code[clxxii] under its part x entitles ''penalties' ' sets out punishments relating to civil and criminal liabilities and thus provides that:

''the employer who has breached the duty of care owed to the employee, shall bear civil liability for the conviction of his agent or official in charge''[clxxiii].

3.6.3 Criminal liability for employer's negligence

Following the above order of idea criminal liability has as purpose the punishment of a person who has committed a crime[clxxiv]. In this light criminal proceedings have as purpose to punish a person who has committed a crime. There is no satisfactory definition which will embrace the varied acts and omissions which will amount to a criminal act and at the same time exclude acts or omissions which will not constitute a criminal act.

In criminal matters, it is usually the state prosecuting the defendant before the magistrate in court. The basic assumption in criminal liability applies to the coexistence of both mental

element and physical element to concord to the offence as was held in *R v Bateman*[clxxv], in this case, Lord Hewart was of the view that, in the law of criminal liability, to convict one for manslaughter, the prosecution must prove that the accuse felt short of that standard. The quantum of his liability depends not on the degree of negligence but on the amount of damage done.

In criminal tribunals, the amount and the degree of negligence are determining question.

In explaining the test which should be applied to determine whether the negligence, in a particular case, amount or did not amount to a crime, judges have used many epithets such as capable, criminal, gross, wicked, clear, complete. But whether epithet be used or not, in order to establish criminal liability, the fact must be such that, in the definition of the jury, the negligence of the accused went beyond subject and showed such disregard for dignity, security and safety of workers to amount to a crime against the state of conduct warranting punishment.

In Cameroon law[clxxvi] , Criminal liability is set under Part X(Penalties) of the 1992 Labour Code. Its provisions require that;

''who ever obstructs the performance of the duties or the exercise of the powers of the Labour Inspector and social insurance on medical inspections shall be punished with a fine of from 1,000,000 francs to 2,000,000 francs''[clxxvii]. While n case of repetition of this very infringement of a penalty of imprisonment of from 6 (six) months may be required[clxxviii].

Similarly, the provision of the penal Code shall apply:

1. Employers guilty for acts of resistance, abuse and force against inspectors of labour and social Insurance and Medical Inspectors of Labour and social Insurance[clxxix]
2. Employers Impersonating Inspectors of labour and social Insurance[clxxx]

Similarly, the Cameroonian Labour Code has provided criminal liabilities against Union leaders who do not conform to registration of their union. For example any person forming a trade union that has no yet been registered, who acts as if that Union has been registered shall be liable to prosecution[clxxxi].

Under Criminal law the constitutive elements of what amounts to a criminal offence are that the mental element (intention or mens rea) and material element (actus Reus or action) must concord. Following the criminal rule failure to registered unions or acts translating or purporting registration per se cannot amount to a criminal offence because for it to amount to criminal offence there must be the existence of acts of violence or acts of serious misconduct like vandalism during a strike action which are criminally charged. In addition, the process of registering trade union in Cameroon appears to be complicated, as it requires a constitution of union members, signatures and certificates of non -convictions at least 20 founding members that must be submitted.

Also important is the fact that separate procedures are followed in registering unions in the public and private sectors. Those in the public sectors need the approval of the Minister of Territorial Administration and are registered with the Ministry of Territorial Administration while those in the private sector are registered with the Minister of the Labour and Social Insurance[clxxxii].It is worthy of note that trade union independence which is a vital requirement for effective trade Union is not a prerequisite for registration in Cameroon.

4.0 Disputes arising from breach of duty of care owed by employers in Cameroon.

The term '' dispute'' as earlier defined relates to any disagreement between an employer and an employee, or group of employees regarding the terms and conditions of employment[clxxxiii] . It is ordinarily defined as an argument or a disagreement between two people, groups or countries, or a discussion about a subject where there is disagreement[clxxxiv]. As such the term Industrial relation disputes in our context of study will mean one and the same thing like labour disputes, accordingly they will be used interchangeably to mean one and the same thing throughout.

Thus, the term labour dispute can be defined also as;

'' a dispute primarily between employer and employee containing the terms and conditions of employment or between worker and worker, or between workers and workers[clxxxv].

The Trade union and Labour Relations Act of 1974[clxxxvi] defines labour disputes as '' any dispute between employers and workmen or between workmen and workmen which is

connected with the employment or non-employment''[clxxxvii]. While current Trade Union and Labour Relations (Consolidation) Act 1992,[clxxxviii] defines a labour dispute as '' a dispute between employers and workers, or between workers and workers, which is connected with one or more of the followings matters:

-Terms and conditions of employment, or the physical conditions in which any worker is required to work,

- Engagement or non-engagement, termination or suspension of employment,

-Allocation of work or the duties of employment as between workers, or group of workers,

-related matters of discipline…''

In[clxxxix] Cameroon, the legislator has not yet given any definition to the term ''labour disputes''[cxc]. The 1992 labour code merely states the courts[cxci] which have jurisdiction to entertain individual[cxcii] and collective [cxciii]disputes without specifying what constitute a dispute. From the decisions of Cameroonian cases, it is evident that Cameroonians apply the British definition in determining what a labour dispute is[cxciv] .

However, based on the nature of a dispute, the definition could either relate to; 'employment or non-employment', the terms of employment or the conditions of work of any person. Thus, in respect of the subject of the dispute, either one or all of the other elements must be present.

From what has been discussed in the foregoing it would be necessary to identify the various types and implications of disputes. Accordingly, four types of disputes are identified under the Act N[0].2 of 2004 relating to Industrial Relations Dispute Settlement[cxcv].

4.1 Parties in Industrial Relation Disputes

The various parties involved in Industrial relations disputes include namely: the individual worker[cxcvi], an employer[cxcvii], the trade union[cxcviii], employers' association and the government[cxcix].

However, the term '' individual worker or employer'' ''individual employers'' as used, is to denote a body who exercises the activities of production, distribution of goods and services

on the one hand, and the activities of planning, regulating production, coordinating capital and labour on the other hand, but who are not members of any union or association[cc].

A trade union and employers' association refers to the coming together of workers and employers respectively to protect their interest.

Lastly, the government on its part, is the political organization of any given society that has authority to regulate the activities of all other groups in the country, for the purpose of maintaining law and order, social justice and liberty[cci].

In fact, the government provides laws and regulations which ensure that the two parties directly involved play the game in accordance with the rules. Thus, labour dispute can either occur between a worker and an employers' association, a trade union and another trade union and/or between a trade union and an employers' association[ccii].

4.2 Disputes from the breach of care by employer.

The relationship between an employer and employee or what is traditionally referred to as the master and servant relationship constitutes the very foundation of labour law; and the relationship has its basis in the contract of employment[cciii]. One of the features of the contract of employment is that its terms sometimes avoid details of the duties to be performed by either of the parties. In this connection it gives the employer the power to fix details of performance of the work through further instructions to the employee[cciv]. Accordingly, a contract of employment is essentially one of personal service which gives rise to mutual rights and obligations on both sides.[ccv]In the course of executing these rights and obligations various disputes do arise. Disputes in this regard arise principally because of the breach of care by the employer to stick to their duties. This breach by the employer was however examined above.

Reform and suggestion in the industrial relation sector in Cameroon.

The above notwithstanding, it is submitted that although employers' liability is admittedly, still in its nascent stages in Cameroon, which means of course that the development of aspect of employers liability in the law is still fraught with problems like the continues and persistent use of the outdated laws governing labour laws and social security in Cameroon since 1992,

as compared with other countries like Nigeria, which has amended in several instances most of their legislations to suit the socio-economic needs and realities portray by the dynamisms of the current Industrial relations.

The current liability system in Cameroon is inadequate and as such not achieving the compensation goal.

Proving employers'/ management negligence, still remains challenging in such a way that employees and labour judges have to acquire proper knowledge and adequate skills in labour matters.

Similarly, controls relating to the safety and security of workers in Cameroon are not the best. In Cameroon, no employee enjoys partly or fully his statutory rights to safety and health at the work place, this is because of the improper organisation by the Ministry of Regional and departmental delegations of Labour and Social Security.

In addition, there is limited human resources allocated to Labour Inspectors and Medical Inspectors to conduct proper and efficient controls, furthermore, there is limited medical equipment and infrastructures available for workers. The government has failed in her mission to provide adequate medical platform in Cameroon and this has consequently contributed to water down the enhancement of qualitative treatments and health of injured employees. Nevertheless, private or public hospitals are social amenities and as such have as principal missions: the obligation to diligently attend to injured employee, the obligation to protect them from harming himself, the obligation to provide competent medical industrial doctors, medical labour Inspectors and paramedical personnel. However, the above raised responsibilities are not effective on the field and merely remain a paper reality.

Lack of medical platform reduces the possibility to establish liabilities on the employer. The only possibility for an injured employee to obtain redress and obtain compensation is enhanced through Res ***Ipas loquitur*** and in this light the burden of proof must shift from the worker to the employer, to show the means and finally discharge the worker from any liability.

We lastly, submit that the Cameroonian law maker should draw a clear distinction on acts that will amount to criminal liabilities and acts that will amount to civil liberties in matters patterning to Unions registration and public demonstrations.

Conclusion

This paper aimed to demonstrate that, despite the occurrence of the breach of contractual obligation of care by employers in Cameroon, liability of employers in Cameroonian contexts remains a difficult task to establish. It depends on exhibit adduced by the employee or by the prosecution who most often is not verse with labour law matters. As such, the author argues that, the burden of proving negligence is a difficult one, this is because, the judges have shifted the burden of proof from the employer to the injured employee. This implies that an employee must prove that the working condition provided by the employer was inadequate and had actually caused him harm. The difficulty is even compounded because either the employer or prosecution who happened to be men on the street and therefore will lack the necessary technicality to proof their claims. However, employer's breach of contractual obligation of care has therefore revealed to be the main cause of individual labour disputes stemming from a contract of employment between workers and their employers…[ccvi] .

We recommended that the burden of proof must shift from the employee to the employer to show the means and consequently discharge the employee from any liability.

Endnotes

[i] The preamble of the 1996 Constitution of the Republic of Cameroon as amended in 2008.
[ii] Universal declaration of human and people's rights of 10th December 1948.
[iii] (1932)
[iv] *Donoghue v Stevenson,* 1932 AC562
[v] Prior to the 1932, the plaintiff action would fail in the absence of a contractual relationship between himself and the defendant. See e.g. *Winterbottom v Wright* (1842)10 M & W 109.
[vi] Although the facts relied upon by the appellant were never proved. The manufacturer died before she was able to proceed with her action and the case was settled out of court for $100.
[vii] *Suit N0.BM/35/95-96, Buea Magistrate Court, (unreported).*
[viii] Ginna V.Y. (2019), *A Legal Analysis of Sources of Labour Disputes and the Bodies Responsible for its Resolution in Cameroon*, Unpublished, Ph.D. thesis, Faculty of Laws and Political Sciences, University of Dschang, p.119.
[ix] The 1992 Labour Code of Cameroon.
[x] See generally 95 (1) of the Labour Code.
[xi] Arête No 039/MTPS/IMI of 26 November 1984 fixing the general modalities of hygiene and safety at the workplace.
[xii] Wilson, K.W., (2024), *Causation: A legal Definition,* available at https:www.wkw.com on 21/01/2025 at 13:40pm, consult also https:www.wintersandyonker.com.
[xiii] (1937) ALL ER 628.
[xiv] *Bawak JC in CDC v Akem Banbella* suit no CASWP/267/97.
[xv] (1891) AC 325.
[xvi] Mendi M., (2022), ''*Breach of the duty of care by Medical Practitioners in Cameroon*'', vol 8, Journal of legal studies and research, p.200.
[xvii] Ibid.
[xviii] [1951] AC 376.
[xix] Mendi M., (2022),0p. cit, p.200.
[xx] The 1992 Labour Code
[xxi] Order N0 039/MTPS/IMT of 26 November 1984 governing Hygiene and Security on the work place in Cameroon.
[xxii] Section 2 (1) of Order N0 039/MTPS/IMT of 26 November 1984 governing Hygiene and Security on the work place in Cameroon.
[xxiii] Suit no CASWP/267/97.
[xxiv] David, K, op. cit, p.464.
[xxv] Suit N0 CFIBA/0047/GLCB/2017.
[xxvi] See generally Section 95 (1) and section 101 (2) of The Labour Code.
[xxvii] Ibid.
[xxviii] Clyde W.S., (1984), *The Contract of Employment and the Rights of Individual Employees: Fair Representation and Employment at Will*, Fordham Law Review, Vol.52, Issue 6,.1082-1109,.1096.
[xxix] Emundainohwo, E., op. cit, pp 310-311. see also David, K, Ruby, H and Hendy, J , *op. cit*, p.469.
[xxx] Section 5 (1) of Order N0 039/MTPS/IMT of 26 November 1984 governing Hygiene and Security on the work place in Cameroon.
[xxxi] Ibid. Section 12.
[xxxii] Section 99(1) of the Cameroon Labour Code of 1992.
[xxxiii] Section 6(1) of Order N0 039/MTPS/IMT of 26 November 1984 governing Hygiene and Security on the work place in Cameroon. This provision is mandatory for enterprises and establishments classed under group B and C of risky and dangerous activities.
[xxxiv] See the case of *Blyth v Birmingham waterworks* (1865), where Alderson B explained how the standard of care and the test of reasonable may be measured.
[xxxv] (1943).
[xxxvi] (1977).
[xxxvii] (1983)
[xxxviii] (1961)
[xxxix] See Section 1 (1) and Section 23(1) of the 1992 Labour Code.

[xl] Onibokun, A., (2024), *The Legal Rights and obligations of Employers and Employees*. in Nigeria, available at aocsolicitors.com.ng>*the legal Right and Obligations of Employers and Employees in Nigeria*
[xli] Emundainohwo, E, op. cit.p.305.
[xlii] For example, the obligation relating to the availability of work, the obligation of taking reasonable care of employee against work place injury, the obligation of keeping workers attendance registrars, the obligation relating to rest periods and the obligation relating to the recognition of trade unions and collection of check-off dues amongst others.
[xliii] Yanou, M., (2009), *Labour Law, Principles and Practice in Cameroon*,20, Langoa Research, p.40.
[xliv] Swarnima,S (2024), '' *Types of Employment Contracts: Check Out All Types Today!*'', accessed at https://asanify.com>Blog Type of Employment Contract: Check Out All the Types Today! On 9/05/2024 at 4:00 am.
[xlv] Ginna V.Y, (2020), '' *The Use of Probationary Period in a Contract of Employment in Cameroon: A legal Appraisal*'' United International Journal for Research & Technology, Vol 01.
[xlvi] Barman, J.P(2024), *Employee Promotion : Employee Promotion : The Types, Benefits & whom to Promote, VantageCircle,* available at www.indeed.com>bleg,employee Promotion: The Types, Benefit, & whom to Promote.
[xlvii] Ibid.
[xlviii] Ginna V.Y., (2019), op. cit, p. 139.
[xlix] Swarnima, op. cit, available at https://asanify.com>Blog Type of Employment Contract: Check Out All the Types Today! On 9/05/2024 at 4:00
[l] Ibid.
[li] Fonja J., (2018*),'' Industrial relations disputes resolution and the law in Cameroon: A plea for a review of the law*'', Vol 7, International Journal of legal studies and research (ULSR), pp.59-61.
[lii] Gina V. (2020), ''*The used of Probationary in a Contract of Employment in Cameroon: A legal appraisal*'', Vol 01, united International journal for research & technology, pp.30-34, p.30.
[liii] Section 25 (1) (a) of the 1992 Cameroon labour Code
[liv]Ibid, Section 25 (1) (b),
[lv] Saidu M., (2024), The *Contract of Employment Beyond its Termination.* Unpublished PhD thesis, FSJP, University of Dschang, p.19.
[lvi] Ibid, Section 23 (1).
[lvii] Welbeck, A.B et Kattah, K.J., (2020). '' *Contracts and applicable termination clauses and their legal interference and applicability in employment contracts'*, ISA, World of Labour. pp.3-4.
[lviii] Section 30 of the 1974 former Cameroon labour code.
[lix] Section 25 (1) of the 1992 Labour Code.
[lx] See Fonja J, (2018), op. cit, p.60, see also section 25 1 (b) of the 1992 Cameroon labour code.
[lxi] The 1992 Cameroon labour Code
[lxii] Section 25 (1) (b) of the 1992 Cameroon labour code.
[lxiii] The French Civil Code of 1981.
[lxiv] Consult https://www.kimaandpartners.com> Types and Duration of Contracts of Employment accessed on 29/05/2024 at 7:00 am.
[lxv] Section 31 (1) of Cameroon Labour Code 1992
[lxvi] The 1992 Cameroon Labour Code.
[lxvii] Ibid, Section 25 (1) (a)
[lxviii] Ibid, section 25(1) (a) & (2).
[lxix] Ibid. Section 25.
[lxx] Ibid.
[lxxi] Fonja J. (2018), op. cit ,p.61.
[lxxii] Section 27 (1) of the labour code.
[lxxiii] Section 30 of the 1974 labour Code
[lxxiv] Ibid, Section 5(2)
[lxxv] Ibid, Section 5 (3)
[lxxvi] Section 25(3) of the 1992 Labour Code
[lxxvii] Ibid, Section 25(2)
[lxxviii] Section 27 (1)
[lxxix] Section 27 (2).
[lxxx] Section 27 (4).
[lxxxi] Section 28
[lxxxii] Section 25 (4) (a-c) Labour Code.

[lxxxiii] 1992 Labour Code.
[lxxxiv] Ibid. Section 27. See also SAIDU, M, op. cit, p.6.
[lxxxv] Ibid, p. 19.
[lxxxvi] Section 25 (4) (a) of the 1992 Labour Code.
[lxxxvii] Ibid.
[lxxxviii] See, Section 2 & 6 of decree N0 93/577/P.M of 15/07/93.
[lxxxix]Ibid. Section 7.
[xc]Ibid. Section 25 (4) (b).
[xci] As per Art 4 of decree 93/577/P.M. of 15 July 1993.
[xcii] The 1992 Cameroon labour Code.
[xciii] Ibid, Section 25 (4) (c).
[xciv] Christmas and new year.
[xcv] Sections 4 & 6 of decree of 15/07/93.
[xcvi] Fonja J.A., (2018), op. cit, p.61.
[xcvii] Fonja, J. A., (2018), *Industrial Relations Disputes Resolution and the Law in Cameroon: A Plea for a review of the Law,* International Journal of legal Studies and Research (ULSR), Vol.7 No.1. See also, Yanou, M, op. cit, pp. 55-66.
[xcviii] Ibid, see also Duggan M, (2003*), Wrongful Dismissal and Breach of Contract: Law, Practice and Precedents*,320, Emis professional publishing.
[xcix] Ibid.
[c] See the case of *Tiko Soap v Awa Eric Khan*.Suit No. CASWP/18/96. (1998) 1CCLR 1 1-125.114-117. Where it was held that the plaintiff was wrongfully dismissed and was therefore entitled to damages. See also the case of *Assurance Les Province Reunies v Tioguim David* (1998) 1 CCLR 1-125. PP.62-66 which has similar facts like the above cited case and equally the same decision.
[ci] Temngah, J.N., (1994), *The Protection of the Right to Work under Cameroonian Law,* Unpublished Thesis de 3e Cycle, University of Yaoundé II, p.140.
[cii] Fonja J. A. (2018), op. cit, p.61.
[ciii] See the case of *Magninkouong Guemata Christine Claire v Hotel le Paradis* (The Foumban Court of first Instance, judgement N0 04/soc du 20 Mars 2007. Is illustrative on the duty imposed on employer to pay wages.
[civ] See, Saidu, M, op. cit, p. 38, see also Me Nkilli in (C.S arret no 66/S du 30 Mai 1972).
[cv] *Higgins v Hopkings (1848)*
[cvi] *Way v Latilla* [1937]
[cvii] *Bryant v Flight* [1839].
[cviii] Section 23 (1) of the Labour Code.
[cix] Ibid.
[cx] Section 67 of the Labour Code. See also Fomba B. k., (2011), *Labour Contracts and Performance of Cameroonian Firms*, IZA DP 6211, pp.1-29, p.4.
[cxi] Ibid.
[cxii] Bentolia, S.D., Wolfgang F. and Pissarides C., (1994*), Labour Flexibility and Wages: Lesson from Spain, Economic Policy*, Vol.9, No.18, 53-99, 54.
[cxiii] Section 68 (2) of the 1992 Labour Code of Cameroon.
[cxiv] TPI de Dchang, jugement no 07/Soc du 20 Juillet 2017.
[cxv] *Nguimatsia Antoine Max c/Boulangerie la Confince anciennement dénommée* Boulanger de EMAC TPI de Dschang, jugement no 09/Soc du 14 novembre 2013.
[cxvi] TPI de Dschang, jugement no 09/Soc du 14 novembre 2013.
[cxvii] 41,875 FCFA per Decree N0 20223/00338/PM of 21 March 2023 fixing Minimum was Rates in public and private sector Private Sectors Employment.
[cxviii] See, https://www.businessincameroon.com>Minimum *wage revision: Cameroon PM managed to satisfy all parties, despite accusations of labor code violation*.Last *accessed on*
[cxix] 41,875 FCFA per Decree N0 20223/00338/PM of 21 March 2023 fixing Minimum was Rates in public and private sector Private Sectors Employment.
[cxx] 45,000 FCFA per Decree N0 20223/00338/PM of 21 March 2023 fixing Minimum was Rates in public and private sector Private Sectors Employment.
[cxxi] 60,000 FCFA per Decree N0 20223/00338/PM of 21 March 2023 fixing Minimum was Rates in public and private sector Private Sectors Employment.
[cxxii] Gicam and Ecam.
[cxxiii] Section 62 of the 1992 Cameroon Labour Code.
[cxxiv] Ibid.

[cxxv] In *Bandhua Mikti Morcha v Union of India and Others*. The Indian Supreme Court Report of 1984 Vol.267 provided that, workers paid below the minimum wage were bonded workers. See also David Weissbrodt &. Al. (2002), *Abolishing Slavery and its Contempory Forms*, New York, p.15.
[cxxvi] ''*ILO Convention on Minimum Wage Fixing the British National Minimum Wage*'', British Journal of Industrial Relations, Vol.47, p. 436.
[cxxvii] Brown, W., (2009), ''*The Process of Fixing the British National Minimum Wage*'', British Journal of Industrial Relations, Vol.47, No.2, 420-443, 436.
[cxxviii] Gerald, Frank. S., *(1993), Minimum Wage Fixing: An International Review of Practices and Problems*, 2nd edn, Geneva, ILO publication, 24.
[cxxix] Ibid. Emphasis is not made exclusively on the reduction of poverty through the means of improving the relative position of the lowest, but rather on the determination of what are considered as ''faire'' wages in particular circumstances of a given industry or occupation.
[cxxx] Suit No CFIBA/005L/GLCB/2017.
[cxxxi] Decree No. 2008/2115. /PM of 24th June 2008 relating to the revalorisation of minimum wage rates in Cameroon's private sectors employment to 28.216FRS.
[cxxxii] Suit no CFIBA/14L/2016.
[cxxxiii] Ibid.
[cxxxiv] There is a vacuum between Section 61 (1) and Section 62 (1) of the Labour Code since no sanction is given for wages.
[cxxxv] *Akwo John Tangie Tam v Rural Investment Credit S.A* suit no CFIBA/14L/2016 ad *Ndobe Derich v Gratitude Blingual Nursery and Primary School* suit no CFIBA/005L/GLCB/2017.
[cxxxvi] Ginna, V.Y., (2019), op. cit, p.110, see also Boeri T., (2009), *Setting the Minimum Wage*, IZA DP No.4335, pp.1-60, p.1. There are two ways of setting the national minimum wage: they are either government legislated or are the outcome of collective bargaining agreements which are extended *erga omnes* to all workers.
[cxxxvii] Section 62 (1) and (2) of the Labour Code.
[cxxxviii] Ginna, V.Y., (2019), op. cit, p.110.
[cxxxix] Suit no CASWP/L.20/2003.
[cxl] Ginna, V.Y., (2019), op. cit, p.111.
[*cxli*] *Schonk Antonius Martinus Matheus & Another v Encholco Pty and Another* appeal no. (2015) SGCA 65 (Matheus).
[cxlii] Suit no CFIBA/17/GLCB/2017.
[cxliii] Ginna, V.Y., (2019), op. cit, p.111.
[cxliv] See *the case of USA Credit ltd v Kang linus Fung* Suit no CANWR/11L/2014.
[cxlv] Suit no BCA/13L/2001.
[cxlvi] See generally section 75 (1), section 66 (3) and section 21 of the Cameroon Labour Code of 1992, which allows for lawful deduction of wages.
[cxlvii] Deborah, L., (2006), *Employment Law*, 4 th ednn, London, Cvendish Publishing Ltd, p. 3.
[cxlviii] James, H., Stuart, B. and Philip, M., (2016), *Employment law*, 23rd edn, Oxford, Oxford University Press, p. 409.
[cxlix] Also known as *Caisse National de Prevoyance sociale (CNPS*) in French jargon which relates to a public establishment endowed with legal status and financial autonomy and however placed under the supervisory authority of the Ministry of Labour and Social security. See Bwaka S.A (2016).'' *Le droit a la pension de viellesse et le non reversement des cotisations sociales par l'employeur*'' in Tchakoua J.M, op. cit, p.779.
[cl] Section 5 of lawN0 90/063 0f December 1990.
[cli] Ibid.
[clii] See generally Section 11 Law N0 69/LF/18, 10th November 1969, see also Section 11 (4) Law N0 90/063 of 19th December 1990. Where old age pension may not be less than 50% of the minimum inter-professional salary of the first category and echelon of the workers' sector of activity nor greater than 80% of the insured's average monthly salary.
[cliii] Obansola, M, Ade, S and Adebayo, O. B (2016), ''*Development of Staff Attendance Management System Using Fingerprint Biometric Identification Technique*''. Greener Journal of Social Science,6,55-56, available at https//doi.org/10.15 580/GJSETR.2016.3101916185.
[cliv] *Vincenti Enginering ltd v civil service Technical workers' union s (1974)*
[clv] Obansola, M, Ade, S and Adebayo O. b., (2016), op.cit, p.56.
[clvi] Chandier, P., (2003). *An A-z of Employment law: A Complete Reference source for Management*, 4th edn, London: kogan page limited.
[clvii] TGI de Menoua, jugement no 01/Soc du 08 Sept.2014.
[clviii] TPI de Dschang jugemement no 01/Soc du 09 Avril 2012.See also, affaire *Kemmo Donfack Pierre c/ La Commune de Nkong-Zem Reoresente par M. Kenfack Christophe* TPI de Dschang, jugement no 02/Soc du 05 Fev.2015.

[clix] TPI de Dschang, jugement no 02/Soc du 09 Janvier 2014.
[clx] Ginna, V.Y., (2019), op. cit, p. 126.
[clxi] Suit No CFIBA/0043/GLCB/2017.
[clxii] Ibid.
[clxiii] *Scot v London & St. Catherine's Docks* (1865) 3 H & C 596.
[clxiv] Law regulating the storage and distribution of petroleum in Cameroon.
[clxv] Ibid.
[clxvi] (1999) 1 Ail ER 929.
[clxvii] Suit N0. HCK/11/94, Kumba.1994(unreported).
[clxviii] *Sott v London & St. Catherine's Docks Co* (1865) 3 H & C 596.
[clxix] Law regulating the storage and distribution of petroleum products in Cameroon.
[clxx] *Scott v London &St, Catherine's Docks Co, op.*cit.
[clxxi] (1905) 21 TLR 633.
[clxxii] Section 173 of the 1992 Labour Code
[clxxiii] Ibid.
[clxxiv] This must not be on mere presumption but must be established beyond reasonable doubt that mental element and physical element concorded for the commission of the offence. That the punishments are considered to be by far greater and may warrant a custodian imprisonment of an employer found guilty of such an offence.
[clxxv] The Cameroon Criminal Code of 1967 under Law N0 65/LF/24 of 12 June 1967.
[clxxvi] The Cameroon Labour Code of 1992.
[clxxvii] Ibid, section 169.
[clxxviii] Ibid.
[clxxix] Ibid, Section 171 (1).
[clxxx] Ibid, Section 171 (3).
[clxxxi] Section 6(2) of law No 92/007 of 14 August ,1992.
[clxxxii] Du Toit. D et al., (2003), *labour Relations Law: A comparative Guide*,5th ed, LexisNexis, 312., Section 67(2) and (6) LRA.
[clxxxiii] Donovan P.& Mousse O., (2013), *Labour Disputes System Guidelines for Improved Performance*, p.3
[clxxxiv] Hornby A.S (2010), '' *Advanced Learners Dictionary of Current English,* 8th Ed, sweet and Maxwell, op.cit,234.
[clxxxv] https://vleX.Co,uk>vid>Settlement *of Labour Disputes under Cameroonian labour law* ,accessed on 18/04/2024 , see Roger B. (1983), ''Osborn Concise Law Dictionary'', 7th ed, sweet and Maxwell,234.
[clxxxvi] Section 29(1) of the Trade Union and Labour Relations Act of 1974.
[clxxxvii] Ibid.
[clxxxviii] Section 218(1), see also Mbigapap, F.O, (2012), *The Settlement of Labour Disputes under Cameroonian Labour Laws*, D.E.A in Law, FSJP, University of Yaoundé II, p. 30.
[clxxxix]
[cxc] Ibid.
[cxci] Section 131 and 137
[cxcii] Section 131- 155 (in case of Individual dispute).
[cxciii] Section 157-164 (in case of collective dispute)
[cxciv] As in the Case of *CDC v AKem Besong Benbella* (CASWP/2/IP/267/975) where the courts in Cameroon followed the decision in *Stevenson Jordan and Harrison v MacDonald and Evan* (1952 I.T.LR/101CA)
[cxcv] Industrial Relation Dispute Settlement Act of 14 January 2004, supra.
[cxcvi] Section 1 (2) of the Cameroon Labour Code of 1992, defines a worker as 'any person, irrespective of sex, or nationality who has undertaken to place his services in return for remuneration, under the direction and control of another person an individual a public or a private corporation, considered as the employer', see also *C.D.C V Akem Besong Benbella* (CASW/2/IP/267/97). It was held that, one could be considered as a worker under certain possibility although such a worker is not subject to the direct supervision of the employer. So it was decided that members of the vigilante group engaged by C.D.C, were workers, irrespective of the evidence produced at the trial that they were not under the direct control of the company.

[cxcvii] Mbigapap M., (2012), *The settlement of Labour disputes under Cameroonian Labour Laws,* unpublished dissertation, university of Yaounde II, pp.41-57, p.42.

[cxcviii] See the case of *Wum Area Dev Authority v Takwi,* Appeal N0. BCA/19. L/78 (unreported). The facts of that case read thus; the respondent brought an action against the appellants for wrongful termination of employment claiming 2100.463 franc CFA. Respondent alleged that he was victimized for his activities as he was a member of the worker's union. The trial Court found that the respondent was entitled to payment.
[cxcix] Ibid, p.51.
[cc] Fonja J. (2018), op. cit, p.63.
[cci] Francis, C. Fru., (1995*), A Comparative Study of Labour Disputes Settlement in Nigeria and Cameroon*, unpublished Master of law thesis of Ahmadu Bello University Zaria-Nigeria, see also Koehan, T.A. (1980), *Collective Bargaining and Industrial Relations*, Homewood, p.13.
[ccii] Fonja J., (2018), op.cit., p.63.
[cciii] Emundainohwo, op. cit, pp.1-15.
[cciv] Ibid, see also Collins, H, Ewing, K.D., & Mccolgan, A. (2012). *Labour law*. Cambridge University Pres, p .7, available at https:doi.org/10.1017/CB09781139227094(Paper reference 8).
[ccv] Cole, G. A., (2008), *Management Theory & Practice*, 6th edn, South Western Cengage, Geraldine Lyons Publishing, p.406.
[ccvi] See generally part IX – (Labour Disputes) of the 1992 Labour Code.