

The Need for a Contract of Employment

By

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It is a good thing when you are offered that new job at that new company you applied to alongside several hundred other applicants. And that job, after three years of unemployment; now you cannot wait to start working right away and start earning your pay. You are eager to start working, to start putting in the hours and doing the eight-to-five grind daily. You want to put in your own quota and be rewarded for the good work. That's good.

Question: Did your boss get you to sign a contract of employment?

If the answer is yes, and the contract of employment was well drawn by a good professional with a well-formed knowledge of employment law, then you are probably in safe hands because of the fact that your employer must have taken into cognizance a lot of factors pertaining to your employment. He must looked at the laws and drafted the contract accordingly.

If no, you might be tempted to ask: *what's the need for one anyway? I have been employed, and that is all that matters, yes?*

No. The answer is no; that is not all that matters.

There is the need for a contract of employment to be drawn up and duly signed by the parties involved_ the employer and the employee_ for a myriad of reasons you might know nothing about until trouble comes knocking on your door. And trouble will come knocking on your day in some situations, particularly as it pertains to the severance of the employer-employee relationship on the terms of the employee. The

reason is because, most times, employers would want for the relationship to be severed on their own terms.

Let me give you an instance.

Mr A is a writer and also a website engineer. He got employed by ABC company to work at their head office in Victoria Island, Lagos. Unfortunately, he did not sign a contract of employment at the time he entered into the job placement to work for the firm.

After working there for a period of seven months, he subsequently got granted a Writers' Fellowship at the Writing Institute, Johannesburg. He told his boss about it_ this one-month writing fellowship. The boss unequivocally said no, and that was the end of the matter. If A was unhappy about it, then the door was open for him to leave.

Two years later, after working for long months and having no break, he asked his boss for a one-week paid-or-unpaid vacation since he wanted to take some time off and relax. The boss said no; there was a lot of work in the office and they could not afford to give him the break he needed. Perhaps another time? Or, if he was desperately in need of such a break, then he might as well consider his contract of employment terminated. There were several applications on the man's desk and he could replace A with any of them any day.

Mr. A stayed on.

On another instance, the boss called him in to the office to work on a national holiday; he did that but received no pay. Sometimes too, he works very late at the office and the boss offers him no remuneration for the said overtime. After all, he cannot hold his boss to anything because they have no agreement governing their relationship.

Note that said boss does not care for his welfare: if he is no longer interested in collecting his salary, then he should find employment elsewhere.

Mr A needs the money, so he stayed on.

Analysis

Mr A. is under the full control of his boss. He is being paid well, they owe him no salaries payments. In other words, he has nothing to complain about. Still, his boss owns him and he knows it, though there is nothing he can do about it.

Implications

All the above would have undoubtedly been forestalled by a contract of employment. If at the time of Mr. A's entering into the job placement, he had demanded for, and signed, a contract of employment with his boss, then he would most likely not be having these problems. A lot of issues and concerns which he felt would likely arise in the course of his employment would have been effectively handled in the said contract of employment.

Issues dealt with in contracts of employment

Salary

Health coverage

Vacations

Opportunities for further personal-cum-professional development

Work ethics

No compete clause

**Copyright of employee's works during the course of his duties for the employer
(if any)**

Non Disclosure of confidential information

Remittance of employee payments

Notice of resignation

Disciplinary action against employee

Sick leave

Salary increment

Salary scale

Review of employee performance

Code of conduct

Study leave

Company rules and regulations

Overtime work

Travel and accruing expenses

Notice for termination of employee's contract

The list is positively endless, and it all depends on the nature of the work, the industry involved, alongside a host of other numerous considerations the parties can take into cognizance when entering into a contract for employment. Plus, do not forget the applicable laws, which most employees, and several employers, are deliriously oblivious of. After all, who needs the laws, yes? Wrong; the laws are there for a reason, particularly for the protection of employees.

For instance, in the oil and gas industry in Nigeria, oil companies have laid off an unusually high number of employees due to the current economic recession biting at the Nigerian economy. What the employees have no knowledge of is the fact that there is a provision to the effect that the company **must** notify the Department of Petroleum Resources before they terminate. They do not, and the employees have absolutely no knowledge of this. They just pack their bags, cry a few tears, and then

leave. The employers smile, pack themselves off to their posh offices, and take sips of creamed coffee. Life goes on.

Thus, if the employer reneges on any of the articles in a contract of employment, or goes against the labor laws designed to protect the interest of the employees, then the employee can call the boss up on this. He can even go to court to enforce said contract. But then, most employers will be unwilling to go to court once they know and understand that you know your rights and can take the necessary steps to enforce those rights.

Conclusion

It is a wonderful thing if and when a job seeker subsequently manages to snag a job. However, do not be so happy with your new position and make the mistake of not putting the terms of your employment in writing. You might get to work for years without problems, but you stand the risk of running into problems one day, and then you will see the need for a contract of employment. Then you will start wishing that you had ensured that your boss prepared and had you sign a contract of employment which isn't too stringent and onerous. After all, contracts of employment are there to protect the interest of employees, and even employers.

In my next post, I will break down the contents of a contract of employment with possible drafts of same.

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