



## **Casualization Issues in the Construction Industry and the Adoption of Arbitration Strategy for Improvement on Remuneration**

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### **Abstract**

Most construction companies prefer to employ casual workers rather than full time employees due to intermittent nature of contracts awards in the industry. However, the issues of improving on payment of wages has contributed to conflicting relationships between employers and casual employees thereby affecting workers' motivation to increased work performance. The paper investigated casualization issues in construction industry and adoption of arbitration strategy for improvement on remuneration. The study's objectives include to examine the effects of casualization on workers in construction industry, and to determine how arbitration strategy can promote regular improvement of wages to motivate casual workers. Accordingly, this paper is poised to give answers to this research question: what are the effects of casualization of workers in construction industry in Rivers State? Can arbitration strategy promote regular improvement of wages to motivate casual workers? In response to these posers social action theory was adopted. The study also adopted descriptive survey design method. The study utilized a sample size of 150 respondents, to whom was administered a structured questionnaire at various construction sites in Port Harcourt. This enabled the acquisition of relevant research data; while secondary data were derived from internet and book sources. The retrieved questionnaire generated data that were analyzed and presented on tables in percentage. Findings of the study revealed that various effects of casualization exist, and arbitration strategy promotes regular improvement on wages which motivates casual workers to effectively discharge their job. Based on the findings, the study recommends that employers and employees should maintain harmony in the workplace and where industrial harmony seems impossible, arbitration should be resorted to as to avoid downtime and other unpleasant cons, whenever conflicts arise. Management of construction companies should ensure regular improvement of allowances and wages to casual workers in construction sites in line with economic national economic situations.

*Keywords: Casualization, Construction Workers, Remuneration, Arbitration Strategy*

### **1.0 Introduction**

Employers of labour in the construction industry are given to casualization. It is the nature of the industry that determines how applicants are engaged. The construction industry has witnessed low activities in Nigeria owing to the global economic meltdown orchestrated by the outbreak of Covid-19 pandemic. The award of contracts in the civil construction industry has of recent witnessed reduction to an extent. Previously, contracts were frequently awarded by the government at the Federal, State, and Local Government levels through its ministries and agencies to various construction firms who construct massive, medium and small projects. In addition, multinational companies participate in awarding contract to renowned civil construction companies. The existing construction companies in Nigeria recruits skilled and unskilled workers on casual basis.

Casualization is a global phenomenon that has been entertained by different industries. But in construction firms, it appears that every job placement is on casual basis, even those that are permanent

in nature. Skilled and unskilled job seekers are willing to take up construction work on casual conditions due to scarcity of full time jobs. Casualization pay conditions are usually on low wages, and poor salaries. Lack of training of casual workers, lack of conversion or promotion of casuals, lack of motivation, and bullying of workers are the prevalent circumstances of casualization (Bamidele, 2011).

The increasing level of unemployment and poverty is forcing many job seekers to accept casual jobs. Even when the awareness that casualization is related to low wages, applicants dare rejects such job offers. Those who recruit temporary or casual workers in the construction industry, do so to make profit, by paying salaries or wages that cannot afford the worker to meet basic necessities for livelihood such as housing rent, medical care, school fees for children, adequate food, transportation, clothing, payment of bills amongst others. The pervasive nature of casualization is seen in the exploitation of construction workers who are subjected to carry out work tasks at low wages that may likely be delayed (Kazeem, 2004).

The attempt to maximize profit in construction companies has left the industry in disharmony. The employers and casual workers often have discrepancies ranging from under payment, delay in payment, non-overtime payment, no medical allowance and no increment of salary. In this vein, most organizations adopt casualization to maximize profit at the neglect of the workers' request for improved wages, thereby involving in unethical practices that are prohibited by national labour laws in terms of negotiating and bargaining with employees (Okafor, 2007). This explains the labour exploitation that exist in construction industry. Poor wages to construction workers come as a result of the excuses given by construction firm's that it is difficult nowadays to secure a massive contract that will encourage employers to increase employees pays and provide permanent jobs.

On a closer understanding, casualization is taken to be so juicy for employers in the construction industry because of surplus gain often derived. Hence, their neglect of regular review of employees' wages or salary in the sector is perceived to be on increase and the cause to several forms of rancor. What matters most to every employer is to maximize profit, while to workers their concern after performing their role is a consequential pay. Wages or salaries to employees is viewed to receive constant attention or review for possible assessment of its purchasing power in order to ascertain if it provide or meet the basic need of the workers. Where such process is ignored, the tendency presumed by every employee will be that the employer is not sensitive to their basic needs. Therefore, current wages or salary is expected to be in close conformity with the present economic conditions or realities of the region where the construction work takes place. This is to enable employees to be able to survive in whatever economic situation he or she finds themselves.

### **1.1. Statement of the problem**

Overtime, applicants are on rampage scavenging for job. After many search, some resort to taking on casual jobs instead of remaining unemployed in the labour market. To these individuals, they have been able to secure employment. However, while reasoning on the welfare or remuneration package attached to casualization, most of them may express some ill feelings on the job, thereby they may no longer feel satisfied with the job. To worsen it further they may be told that their remuneration may not be increased and that their job can be terminated at any given time with no pay offs where such conditions are specified on contract of employment. It is known that issues of remuneration, salary, allowance, benefits and wages have insinuated crisis and dissatisfaction between employers and employees in various sectors of corporate economy.

Most casual workers in attempt of requesting for improved remuneration do often face difficulties in convincing employers in construction companies; also the inability to borrow money from their employers due to viable uncertainty of job tenure has generated several misdealings among workers and employers

(Munn, 2004). It has also been posited that an over-reliance on casual employment could pose a dangerous risk to efficient and effective productivity. Therefore, excessive reliance on services of casual employees could pose several risk to productivity in which workers are not frequently trained, nor are they given adequate pay that commensurate with their counterparts in permanent employment.

Casual employees receive some form of penalty which is higher than normal rates of wage. At such, considering the low pay rate usually collected after performing their role, casual workers often feel they are being cheated and over used. This is because employers consider them as being cheap labours as to hiring of permanent staff. More so, casuals are never entitled to non-wage benefits while in active service, and they can also be dismissed without provision of severance payments. There are several positive and negative sides in casual workforce. Looking at the positive aspect, casual employment allows workers to have the privilege of combining paid work with options like furthering in academic pursuits, while to employers, it provides a chance of obtaining more money from a more flexible and compulsive workforce. In addition, casualization is viewed as been imposed on employees who are qualified to have permanent employment but lack such opportunity. Therefore, given to this assertion, this kind of employment is tantamount to having several problems that entails discontent, poor wages and absence of other benefits or opportunities common in permanent employment. Casual workers often are denied the access to borrowing facilities in the company. They are also denied promotion due to the uncertainty of the job over a long period. (Munn, 2004).

The foregoing, implies that employers majority of the time prefer not to invest in the training or retraining of their casual staff or employees; this inability could amount to deterioration in skills development and consequently low performance output (Von-Otter, 1995). Meanwhile, construction industry is marked by weakness in bargaining power between employers and workers. This result, strengthens organizational dominance and power. On this note, there is decline in union membership to avail for stronger bargaining power and position among casual workers.

Lowry (2001) in his argument posit that casual employees do not have nor enjoy similar protection and lack the support system enjoyed by permanent employees. Casual workers are deprived the same training, permanent workers enjoy. Permanent employees have development and advancement opportunities than casuals. There are potential differences in training and development chances and opportunities by term of employment contract. In researching casual work arrangements and its impact on casual workers within a registered club industry in the United Kingdom, Lowry (2001) listed significant degrees of dissatisfaction amongst casual employees. They were seen dissatisfied with how work schedules were done, training, pays, subjection to high penalty rate, shifts, problems with favouritism between casual and permanent workers, including unequal treatment and protection by management.

Casualization is an industrial maneuver that can be viewed as a major factor in the conflict between casual employees and casual employers in construction industry. The conflict is posed by a lack of good remuneration, high demand of expertise and volume of work with poor wage structure and work commitment, Knight & Trowler (2000). This study seeks to investigate why casual workers are not satisfied with the remuneration package provided by construction companies, and how casual employers should have a rethink in reviewing their company's pay policy to prevent crisis and motivate workers' to display work commitment in construction industry.

The study's objectives include to:

1. Examine the effects of casualization of workers in construction industry
2. Determine how arbitration strategy can promote regular improvement of wages to motivate casual workers

The research questions are:

1. What are the effects of casualization of workers in construction industry?
2. Can arbitration strategy promote regular improvement of wages to motivate casual workers'?

## 2.0 Meaning of Casualization

From its classical definition, casualization concerns the occupations which demand for work placement is significantly reasonable in terms of work variables such as seaport work, farm work and other jobs of that do not require specialization or skill. Thus, it is a form of involuntary reliance on unskilled workforce for engagement over a duration. It makes workers feel a sense of insecurity in respect of their jobs, and this base on the dynamics of staff engagement within an environment. In this regard, the workers are engaged on casual basis without opportunity for full term engagement.

In the foregoing regard, it could be said that casualization is a new dawn of labour management. Thus, it is an era where production is significantly dependent on services by a group of workers who have limited or no knowledge of the job. Thus, employers take undue advantage of these workers and pay them lower wages than industry minimum. In this regard, some of the casual workers are engaged on hourly basis and shorter hours are imply low pay conditions. Sometimes casual workers also have other commitments (e.g. careers for children and the elderly and students) or with no other choice (e.g. blue collar workers seeking any kind of alternative to unemployment) (Buchanan, 2004).

According to Kazeem (2004) casualization could be seen as a controversial issue with respect to modern labor engagement and standard industrial relations system. Casualization has been viewed as a phenomenal approach to work in Nigeria, and as such has not been accorded any significant regard. And this is not isolated from the way it is practiced in the country. Therefore, the larger proportion of Nigeria's labour force which falls into this category may be challenged by labour realities as determined by current trends in global labour engagements.

In the foregoing regard, Bhorat and Hinks (2006), argue that defining casualization poses a difficulty by disclosing that casualization issues in the labour market is described as problematic. Issues of period put into work, nature of employment terms, how payment is made to the employee, non-pecuniary allowances or benefits, who pays workers' wages, and if work is informal or formal in nature highlights the meaning that may be adopted. The most popular type of employment or otherwise permanent employment with an employer over a long period of time is often making way to other permanent form of employing applicants (Cheadle, 2006). To this end, casual worker may be defined as any worker that does work on temporal terms. With this a casual work is a temporary employment on contract basis.

In another narrative, the word casualization is global phenomenon which captures the phenomenal trajectory on non-standard global employment tactics. A nomenclature of terms is deployed to give definition and to account for the rise in this kind of irregular way of employment contract. According to Buchanan and Considine (2002), casualization is largely riddled with much ambiguity in terms of providing a meaning. Definition ambiguity highlights some changes from form to substance over a long term employment relation in the workplace.

The attitude of most of those on casuals display that this pattern of employment relates more with young people who are indisposed to full time employment choices. However, individuals with low skill have limited choices than people with high skill in terms of choosing a form of employment and work. Brenner, (2002).

## 2.1 Effects of casualization

Casualization is never in isolation of some incessant outcomes that are connected to its maneuverings. Discussing on these issues, it is therefore vital to attempt to provide an academic perspective to the main clumsy effects of casualization by itemizing them.

### a. Non-Union Membership

Casual employees are denied membership to any trade union. They are made to accept the fact that they are not entitled to belong to unions while their engagement last in the company as they are not on full time employment. This condition has smeared their relationship with their employers. This also has affected the way employers deal with their casual staff and this has insinuated different internal struggles. More still, a decent work location requires involvement of trade unions to speak out when its members are deprived their benefits (Owoseye and Onwe, 2009). In a broader perspective, Owoseye and Onwe (2009), perceives that the use of casual staff by majority of companies is seen to be illegal, as it negates the promulgated labour law binding on all companies in the country. However, if casual employees must be employed, their work duration or period should not exceed three consecutive months of which the employer is obliged to provide a contract letter that shows the stipulated terms of employment and payment accordingly.

### b. Poor Wages

The issue of poor wages is central on the discourse interfacing between casual employers and employees. It is however, a disturbing aspect of casualization. Casual or contract workers usually overtime seek a redress in terms of wages over a long period of time as to improve their take home wages. This most time is prompted as to be able to meet the basic needs of their families owing to persisting inflation increase in goods and services. However, wages are being regulated in every nation and this is done through providing the minimum wage level binding on all industries, (Tichá, Linkeschová, Tichý, and Mrňová, 2020).

Providing required wages to members of the workforce is a constant work obliged to every employer. This process appears complicating by effervescent demands, and often certain contradictory expectations from both the employer and casual employees. On one aspect employees' views wages as a means of meeting the cogent needs of their families, but on another note employer see it as a significant expenditure. Employers are a source of material stimulation to employees as to achieve stipulated employer's business goals or plans. Moreover, the impact expected from remuneration process do significantly affect both the operations and economic status of the firm as well as the social environment or situation of the workers. Furthermore, the condition regarding wages are usually regulated by any country's legislation as to determine what should stand as a minimum wage, (Tichá, *et al*, 2020). Finally, the minimum wage concept is commonly accepted in most countries. Thus, not only that minimum wage is viewed binding on the employer, but it should rather be remunerated according to the level of each respective work groups and must be guaranteed. However, wages should grow with every job increase and at any minimum wage increase.

### c. Inadequate Training

Working in construction industry in modern times requires training and new competences in the use of equipment and modern construction machineries. Casual workers are expected to show flexibility, independence and capability 'of addressing project-oriented work tasks more', but they are seldom opportune to undergo relevant training more frequently, (Ticha, *et al*, 2020). In addition, professional competences, are basic requirement and "skills for construction work in 21st century". Furthermore, cooperation in teamwork of different experts with different responsibilities makes work tasks readily achievable. Casual workers need training to be capable to acquire work knowledge independently in accordance to current work needs as directly affecting the workplace. There is requirement of knowledge

for new technologies and equipment and knowledge of the risks associated with the use of the new technology. However, all this is hinged on continuous education or work long learning process and training required for work competence.

#### **d. Bulling of Casual Workers**

Casual workers entertain fear of losing their gainful jobs. Indeed, casual work is insecure, therefore, casual employees are under serious pressure to accept and tolerate bullying at workplace because they want to work than to be unemployed. Workplace bullying in firms is a major concern, with most workers experiencing verbal abuse from superiors or bullying from permanent employees, (McMillan, 2017). Bullying has some devastating effects on the social, mental, and spiritual health of victims particularly if their supposed claims are taken carelessly or are being dismissed disregarded by senior officials. However, many casual workers are not exposing the individual bullying them to their managers. It is therefore also important to create healthy workplace conditions and cultures, and to not see casual workers as derogated or second class citizens.

In this regard, managers must build workplace cultures and encourage every individual to speak out against any incidence of bullying, else they may end up having systemic turnover matters which there is no reason for. The casualization of any kind of workforce means that more persons have less or no job security, and that can make people afraid in making work mistakes or derailing aside line of work, because they can feel expendable. Regardless of the nature of contract a casual employee has with a firm, they need to have the opportunity to imbibe the expertise and ability of a meaningful and purposeful wholesome experience at work.

#### **e. Conflict with Employer**

An employer sometime may have conflict with employees when the wages or compensation provided to the employee is insufficient to carter for what may be considered as basic needs. When casual workers work for longer period of working hours above work schedule without a pay rise, even to cushion for rising inflation of goods and services, they may feel cheated or betrayed by their employer. Every worker has needs to meet in the family and on certain expectations from work. Conflict can arise in most workplaces when people begin to feel that these needs are not achieved or are being ignored. In addition, conflict in workplaces may be caused by poor management, unfair or partial treatment, unclear or unscheduled job roles, inadequate essential training, poor or lack of good communication, unsafe working environment, lack of fair opportunities, bullying and harassment, lack of awareness to significant changes to work plans and products, lack of appraisals and prompt payment system.

Conflict in every workplace is viable and inevitable. Furthermore, work stress is a prevalent in conflict. The perceptions of such situations vary, and the viewpoints differ, all of which could contribute to smear tension and persistent disagreement. Avoiding conflict is essential. However, mismanaging it instigate a high price to any organization. Unfortunately, workers and managers tries to stay away from conflict because they don't wish to have it nor want to handle it or they may not be properly trained to deal with it, (Burnham, 2018).

### **3.0 Adoption of Arbitration Strategy in Construction Industry**

In simple ways, arbitration is referred to as a process of settling industrial dispute(s) between conflicting parties who have agreed to arbitrate such dispute(s) for settlement by their own chosen arbitrators. Arbitration is viewed as being simple, as well as speedy and however, less expensive to alternative litigation in trial court action. The various construction conflicts resulting the need for arbitration are initiated by contractors. This does not suggest majorly that only contractors have claims proceeding to arbitration on key projects, as it is vividly not the situation. It goes further without voicing that employers and employees have interests in whatever projects they hope to commission, in particular, the crucial

interest in having the entire project delivered to consignors on time, on specified budget as well as in accordance with all contractual specifications.

The major difference between the contractor's place and that of the employer that usually makes a contractor to take its claims to arbitration, is when a contractor feels financial or monetary pressure before the employer in the way of non-disbursement of funds of which it considers as being entitled, and can thereby turn to arbitration in order to have redress and recover such funds, (Bremen & Mark, 2019). Meanwhile, employers frequently bring claims that may indict contractors, sometimes as claimant, they but more often produce counter claims as arbitration commences against them by the contractor.

According to (David and Lazo, 1997), there exist two main methods to resolving disputes. This include, legal system: litigation in court or judicial system and arbitration before a neutral individual or panel of individuals, selected by the conflicting parties to listen to all claims and determine what award to give to the disputers. There is global and public policy promoting or favoring arbitration. This study finds that in the United States, Florida courts have ruled that arbitration remains a favored means that can provide dispute resolution rather than litigation. Because arbitration stands voluntary, it may not be invoked or compelled unilaterally on parties.

Written piece of agreements to often arbitrate disputes particularly those that may ensue in the future, are accepted to as valid documents, irrevocable and certainly enforceable. A law court may mandate use of arbitration, if there exist a written agreement specifically containing an adoption of arbitration agreement, especially where such issues is arbitrable. Where a person has revealed his intent to proceed on a particular claim to arbitration, it might require simple analysis of the extent of the arbitration agreement under consideration; that may be whether it effectively accept to submit all or merely some issue of disputes to arbitration (Stuart, 1996).

The main issue must be determined to be arbitrable, else, it depends solely on the language used in the written arbitration agreement. The parties are allowed to contractually submit their issues which shall be submitted squarely to arbitration panel and which further shall be reserved in case of future litigation. However, the "jurisdiction" of the arbitration panel is conditioned through scope and breadth of the written arbitration clause. Certain arbitration agreement or clauses have acquired further a proven breadth in its use in cases of which the parties desire that all potential disputes related to any of the listed contractual link be referred for arbitration purpose. The major global "broad form" arbitration writings or clauses made use in the construction sector reads as thus:

*“Any controversy or claim arising out of or relating to the contract or breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any Court having jurisdiction thereof, except those waived as provided for in paragraph 4.3.5...7”*

In relation to the foregoing, Stuart (1996) argue that most construction disputes do involve some parties, of which all are credible participants in the underlining arbitration proceeding. Typical construction issues can usually include the owner, job designer, general contractor as well as several other subcontractors. Looking at arbitration's contractual nature, it therefore, implies there are majorly two parties to the clause or agreement to arbitrate. However, the preliminary issue concerning arbitration of real dispute shows whether a dispute can involve various parties with similar factual issues, and if such can be merged into a single proceeding where the parties involved are not in any contractual privacy with each another. In the incidence that any form of dispute, for which a demand is made for arbitration, and as it relates to the contractual work or the responsibility of the lawful owner, with other contractors, or any single subcontractor on the same project, all the parties are hereby to agree to involving in a joint arbitration with the owner, other contractor and subcontractor.

Arbitration in its entirety cannot operate obviously apart from the legal or judicial system. The law court is another forum that can decide whether a particular dispute is even arbitrable, by construing or erupting the scope of which the arbitration clause can be used for the issue, (Stuart, 1996). Moreover, court involvement may also be sought where a party intend to frustrate or downplay the arbitration process, and where the enforcement of award or a subpoena issued by the panel of arbitrators is needed, and in the case the award itself must be enforced using the instrumentality of the courts.

However, it is vivid that courts favor and adopt arbitration as a sure means of firmly expediting claims, and in essence reduce the load of litigation and court trials, a decision to accept to arbitrate will not be lightly ignored by judicial personnel and the courts. Therefore, it remains wise to adopt or consider the reputable advantages or disadvantages of litigation nor arbitration at the beginning stage of any contract negotiation. The American Arbitration Association claims that "arbitration has proven to be an effective way to resolve disputes privately, promptly and economically" (Stuart, 1996).

Arbitration is totally accepted to be quicker and less in cost compared to traditional litigation. However, this assumption is not being empirically and conclusively determined. While the parties to arbitration seek to avoid the expenses of full investigation, the cost of filing fees, arbitrators' awards or compensation and other arbitration expenses can sum to a large substantial expense, which may seem equal, or can exceed, the expenses of full investigation.

The lack of discovery insinuates amazement and other uncertainties in arbitration. There can be no mechanism for which a court can give order during mediation of arbitrators. A party or individuals who might want otherwise to settle a case when its strengths and weaknesses are revealed via discovery and during discussions in the time of mediation, may not be given the opportunity in arbitration, and would be compelled to endure whatever perhaps may be the outcome.

Once the arbitrator or arbitrators is selected, planning is done via a pre-hearing panel and the matter is registered for possible hearings. Unlike the hundreds of cases in the court system, the arbitrators will only have less number of issues to juggle. Consequently, they can be better and able to quickly become conversant with the issue and devote the appropriate time necessary to fully listen and conclude the case. Furthermore, different from the court hearing of a non-jury kind of trial, which does not have stipulated deadline in which it should give ruling, the panel or group of arbitrators are required to provide its conclusion within 30 days after completing the hearing.

Arbitration in labour related issues is therefore faster than litigation as the panel hearing can begin sitting much quicker than any trial court. Trial does not commence till revealing of opponents positions, witnesses and documentation is completed. In arbitration, the parties may not be allowed to scrutinize their opponent documents before viewing them at the initial time, as they are made available to a witness as the questioning begin or given to the panel of selected arbitrators. In agreement to this concession, panel hearings can then be scheduled to start shortly after the arbitrators are selected. The foregoing implies that where arbitration is deployed as a means of settlement of contractual disputes arising from casualization and job satisfaction issues of employees, the parties to the disputes would achieve more if they all approach with the mind of finality. This means that the parties are required to accept the award and comply with same. This is more effective where parties to an arbitration formerly insert this clause in the arbitration agreement.

### **3.1 Improvement of Remuneration by Compliance with Arbitral Awards**

As should be expected, Maicibi (2005) described remuneration as compensation, pay or reward apportioned to employees either on permanent or casual employment for work certified to be done. In broader dimension, remuneration can include: wages, basic salary, health allowance schemes, pension schemes, hazard allowance schemes, transport allowance schemes, overtime allowances and other allowances peculiar to jobs. It is also referred to mean any monetary benefits in form of compensation on



indicators as salaries, bonuses, wages, incentives, kinds of allowances and other benefits that is provided to a worker or group of workers by the employer as for services rendered to the organization. As a proof of commitment to the organization and as reward for the purpose of employment.

Various meanings have been provided in explaining the terms wages and salaries usually to present the distinction that exist between both concepts. Basic salary is seen as a constant periodical pay for workers usually manifest on yearly terms, and which is paid on monthly basis. Wage however, is referred to be payment given to casual workers which is often calculated on piece rates. Surbhi (2015) also posit that salary is a fixed pay to casual employees at regular intervals or monthly for workers' performance on job roles and productivity. However, wages are usually on hourly basis payment meant to compensate effort and labor of manual or casual workers on daily or weekly basis. Salary based individuals are commonly said to be involved in doing a "white collar office jobs", this implies that such individual is well educated or skilled and is employed due to such reasons. But the persons' wages are viewed to be engaged in "blue collar manual job" which means that such individual is employed in an unskilled or semi-skilled manual work for a daily based wage. The purpose of any person employed in a firm is to get rewarded by getting paid in form of salary, wage, incentives or compensation.

Furthermore, wages are received by workers to meet the basic needs of their family, such as shelter, food and clothing. Every firm deciding on the amount to pay as wages to employees must first check the minimum wage level feasible in the country, so that the wage provided can meet the basic needs of their life and family (Kanzunnudin, 2007). In this regard, Agburu (2012) argue in support to the importance of wages or salary, he affirmed that wages may not only be adequate but should reveal the element of fairness and equity. This is sometime true from the perspective of the employed. Anything less than fair and equitable payment of wages or compensation can easily result to conflict between the employees and their employer in any economy.

Having considered the various aspects of remuneration, suffice to say that where disputes results arbitration action, the core issues of the dispute should be the basis of the arbitral sitting. This means that if those core issues are based on inequality in the remuneration package, then it becomes an issue for settlement which should be complied with to give validity to the process and increase the acceptability of the organization among the society. Thus, compliance with arbitral award is crucial for situations where employee casualization is central to the industrial conflict situation. Where the employer or contractor fails to implement an award against it, the reputation of such organizations have been noticed to reduce among members of the public.

Another aspect of remuneration includes the assertion by Investopedia (2016) as he explains that bonus is an added compensation provided to workers other than the normal wage. A bonus can also be taken to mean reward for performance and achievement of specific goals set as target by the employer, or for commitment and dedication of employees to the firm or company. Heathfield (2016) argue that bonus pay is an important compensation exceeding the amount payable and specified or either as a basic salary or hourly wage. Employers can provide bonus pay anytime it is available. They can give it randomly to employees whenever the company is capable to give a bonus.

To Bardot (2014) a bonus is also a kind of payment which may be least expected by employees, and or given by the employer(s). A decision can be reached to pay it as it becomes available to one or group or the entire employees in the company. This payment is based on some criteria stipulated by the management of the company to compensate past achievements or meeting specific profit targets or some embraceable milestones for the firm. Thus, payment of bonus is linked to the achievement of specific organizational objectives that have long been pre-determined or communicated to entire workforce that are included in the plan. The intension of this bonus scheme is geared toward influencing behaviour to attain the objectives of the company.

#### 4.0 Theoretical Frame Work

The theoretical framework for this study borders on social theory. This theory means a lot and harbours significant promise of seeking sociological tactics and explanations to industrial casual worker's attitude and behaviours that may result the intervention of arbitration panels in cases of industrial disputes. This is so because this sociological approach takes into account both meaningful activity of the individual, the work environment and issues resulting the disputes and the large scale of society expectations. Relative to the above, Watson (1980:49) added that despite the early attention given to the subject matter by industrialists in the societal "moral order", the overall division of labour and their interest have subsequently proved to be largely restricted to the group or occupational levels of people within the group.

The foregoing notwithstanding, the worker deduces social connotations to the broader environment on the basis of "legitimate order", which is a conceptual ideology of organized enterprise. This implies that legitimate order is a pattern of social status which persuade the individual to adopt the views he holds. This further affects the individual worker perception of the origins of conflict and the resultant struggles that are conditioned on the basis limited resources in the face of varying interest. In the forgoing regard, Silverman (1970) pointed that Weber's Social Action Theory could be observed from the prism of social interaction, which imply that by way of application or long time usage, individuals can modify or transform the various social meanings to their conducts and by that means read different meaning to situations presented to them.

Thus, in respect to the position of this work, where the employee deduces a meaning of employer deprivation and insensitivity, the action that could follow such inference could be disadvantageous to the objectives of the business. This reason account for why arbitration should be resorted to instead of down tooling or resort to litigation in court.

Accordingly, Silvia (2003) argued in favour of social action theory and observed that it was closer to casualization. He further viewed this ideology as the structurally resolute obligations imposed on managers and how they control the various means of work as to achieve organizational objectivity. Consequently, Weber, Silverman and Sylvia relatedly believes that certain work characteristics have the ability to influence or affect the workers general work out put. This also means that a poor socio-economic background of an average worker can negatively affect his perception which in turn affect his behavioral tendencies towards his work.

#### 4.1 Methodology

The study adopted descriptive survey design method. However, the sample size of 150 respondents were purposively administered with structured questionnaire at selected construction sites in Port Harcourt to obtain relevant data, while secondary data were derived from internet sources. However, the questionnaire was designed in four Likert format such as strongly agree, agree, strongly disagree and disagree.

#### 4.2 Method of Data Analysis

The data retrieved were analyzed and presented on tables in percentage as shown in table 1 below.

Table 1: Arbitration strategy can promote regular improvement of wages to motivate casual workers in construction companies

Variables	Responses(Freq)	Percentage (%)
<b>Strongly agree</b>	56	37.3
<b>Agree</b>	62	41.3
<b>Strongly disagree</b>	18	12
<b>Disagree</b>	14	9.3
<b>Total</b>	150	100

Source: Survey work (2022)

The result on table 1 show that 56 (37.3%) respondents strongly agree and 62 (41.3%) respondents agreed that arbitration strategy can promote regular improvement of wages to motivate casual workers in construction companies. However, 18 (12%) respondents strongly disagree and 14 (9.3%) respondents disagree respectively that arbitration strategy can promote regular improvement of wages to motivate casual workers in construction companies. Therefore, the study agree that arbitration strategy promotes regular improvement of wages to motivate casual construction site workers.

## 5.0 Findings

- (i) The findings of the study revealed that various effects of casualization exist which results to conflict between casual employees and their employers.
- (ii) Arbitration strategy promotes regular improvements on wages which motivates casual workers to effectively discharge their job.
- (iii) The understanding of construction site workers that their employers will comply with arbitration awards is an important incentive that motivates and improves employee performance.
- (iv) Remuneration should be made on the basis of agreements and not imposed on the employees by the employers.

## 5.1 Conclusion

Casualization has until in recent times remained a burdensome issue in construction industry to which employers of casual labour have not been able to completely tackle. Therefore, there is utmost need for a rethink on approaches of relating with casual employees in terms of payment of remuneration, and other kinds of treatment given to them. Most of the individuals in casual labour are left with the choice of retaining their jobs despite the crisis involved due to issues of poor wages and job insecurity in the construction industry. More so, they endeavor to protest the unfair treatment they receive from their employers and the permanent workers they interact with often. Arbitration is seen as a quicker and right step to handling the differences erupting between casual employees and their employers. Hence, a peaceful resolution and fairness is germane to industrial harmony among casuals and their employers.

## 5.2 Recommendations

Based on the findings, the study recommends thus:

- (i) Employers and employees should endeavor to maintain harmony in the workplace and should adopt arbitration strategy whenever conflicts arise.
- (ii) Management of construction companies should insist on regular improvement of allowances and wages of casual workers in their companies.
- (iii) Employers of casual workers should desist from acts of irregular payment of wages and salaries to construction site workers.
- (iv) All construction site employments should be entered into by the use of written employment contracts and such written contracts should contain arbitration clauses as basis of dispute resolutions.

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