

L.N. 37 of 1974

NATIONAL YOUTH SERVICE CORPS DECREE 1973 (1973 No. 24)

National Youth Service Corps Bye-Laws 1974

Commencement : 20th June 1974

In exercise of the powers conferred upon it by section 14 (2) of the National Youth Service Corps Decree, 1973, and of all other powers enabling it in that behalf, the National Youth Service Corps Directorate hereby makes the following bye-laws :—

1. The motto of the National Youth Service Corps (hereinafter referred to as the "Service Corps") shall be "Service and Humility".

Motto of the
National
Youth
Service
Corps.

2. Every member of the Service Corps (hereinafter referred to as "member") shall as soon as possible after registration subscribe to and signify a copy of the Pledge set out in Schedule I to these Bye-laws.

The Pledge.

3.—(1) After registration every member shall observe the following code of conduct during the relevant period to which the code relates, that is to say—

Code of
conduct and
penalty for
breaches
thereof.

(a) during the period of orientation, every member shall—

(i) attend regularly, punctually and participate fully in all official engagements on the field, at lectures and all places of work ;

(ii) not leave the Orientation Camp or absent himself from any official activity without the written consent of the Principal Inspector in charge of his camp (hereinafter referred to as the "Principal Inspector") ;

(iii) when absent from his duties on account of illness, ensure that such absence is covered by an "Excused Duty Certificate" issued by a medical doctor then on duty at the camp ;

(iv) not gamble within the premises ;

(v) not be in possession of private firearms or ammunition ;

(vi) not smoke or chew anything whatever while on parade, and at any other time not smoke in a prohibited area or throw lighted cigarette butts or lighted matches about the premises carelessly ;

(vii) not get drunk ;

(viii) not receive visitors in the camp except on Saturdays and Sundays ;

(ix) wear the various uniforms provided for the various activities ;

(x) not deprive other members of their meals by taking double rations ;
and

(xi) not keep animal pets in the camp ;

(b) during the period of primary assignment, every member shall—

(i) accept his assignment willingly ;

(ii) report for duty punctually ;

(iii) carry out such assignment diligently ;

(iv) not leave his station or absent himself from any official activity without the written consent of the Principal Inspector ;

Any such consent granted by the Principal Inspector pursuant to sub-paragraph (iv) above shall be channelled through the member's Head of Department and shall be produced on demand to any officer of the Directorate ;

(v) not engage in any act of rudeness or insubordination at his place of work ;

(vi) not disclose any information which comes to him in his official capacity to any person not authorised to receive such information ; and

(vii) not ride a motor-cycle without wearing a crash-helmet ; and

(c) during the period of secondary assignment every member shall—

(a) report punctually at his place of assignment ; and

(b) work as an efficient member of his team.

(2) Any member who disobeys or infringes any provision of the foregoing code of conduct shall be liable to the appropriate penalty prescribed in Schedule 2 to these Bye-laws.

Medical provisions.

4. Any member who takes ill while on duty shall avail himself of the nearest military or Government medical facilities and on no account seek specialist treatment outside his station without—

(a) prior reference by the local government or military doctor ; and

(b) the written permission of the Principal Inspector.

Leave of absence.

5.—(1) Except in the case of vacation leave granted as a terminal benefit on completion of the service, leave of absence is a privilege granted at the discretion of Principal Inspectors in accordance with the leave scales laid down by the Directorate from time to time.

(2) Leave of absence shall not be granted to enable a member to travel outside Nigeria for any purpose whatsoever.

(3) Subject to the exigencies of the service, a member may be recalled from his leave at short notice.

(4) Leave of absence shall begin on the day specified in the letter approving such leave and a member is required to rejoin his post on the day the leave terminates.

(5) On rejoining the post from leave, it shall be the duty of each member to acquaint himself with all instructions issued during his absence.

(6) (a) Where a member on leave requires medical attention he shall report to the nearest military or Government hospital and shall be treated on production of his identity card ;

(b) (i) where in the absence of the facilities referred to in sub-paragraph (a) above, a member is compelled to avail himself of the services of a private medical practitioner, he shall be responsible in the first instance for the fees payable and shall obtain a receipt therefor as well as a medical report,

(ii) if the circumstances are recognised as requiring such service, the Directorate may authorise a refund to such member at such rates as the Principal Inspector considers fair and reasonable ;

(c) a member who has availed himself of the facilities in sub-paragraphs (a) and (b) (i) above must tender a medical report or a discharge certificate on disposal of the case as evidence on return to his post ;

(d) any payments made to a chemist for treatment rendered to a member while on leave may only be refunded by the Principal Inspector where there is no hospital in the area.

(7) Where a member is admitted into hospital during his leave, it shall be his duty to notify his Principal Inspector.

6.—(1) Every member shall—

- (a) during the service year carry on his person his identity card wherever he goes and shall on request present it to the appropriate authority; and
- (b) at the end thereof, surrender it to the Principal Inspector.

Identity
cards.

(2) Any person who fails to surrender his identity card to the Principal Inspector shall be liable to the appropriate penalty prescribed in Schedule 2 hereto.

7.—A member who desires to get married during the service year shall—

- (a) perform the marriage ceremony in his place of assignment and, except under special circumstances, shall not be granted leave of absence for the purpose of performing the marriage elsewhere; and
- (b) any member who wishes to apply for leave of absence for the purpose of sub-paragraph (a) above shall do so not later than two months before the date of the proposed marriage.

Marriage
during
service
year.

8.—(1) Every member who is pregnant during service year shall proceed on maternity leave six weeks immediately before confinement and shall not resume her service until six weeks after her confinement.

Maternity
leave during
service year.

(2) Where a member is delivered of a baby during the service year without having taken maternity leave, the Principal Inspector shall require the member to proceed on three months maternity leave beginning with the date of her confinement or with the date on which the Principal Inspector has notice of the delivery of the baby, whichever is appropriate.

(3) In computing the period of service of a member, no account shall be taken of the period during which that member was on maternity leave pursuant to paragraphs (1) and (2) of this bye-law and such a member shall be required to remain in the service until she has served for a full period of one year.

(4) No allowance shall be payable to a member when she is on maternity leave.

9.—(1) In order to provide a full record of work, conduct and capabilities of each member and to assist the Directorate to give a correct assessment of each member at the end of the service year, a Head of Department shall submit to the Principal Inspector on "Form NYSC 2" in Schedule 3 to these Bye-laws quarterly confidential reports in respect of each member under his charge.

Confidential
reports.

(2) Each confidential report submitted pursuant to sub-paragraph (1) above shall be considered a privileged document and shall not be made public; but

- (a) the substance of any adverse comment on the work or conduct of a member which is included in any such report on him shall be conveyed to him in writing by the Principal Inspector in sympathetic terms and with the object of encouraging him to overcome his shortcomings; and
- (b) the fact that this action has been taken should be endorsed on the report itself.

(3) Where a member has any cause to make representations with respect to any part of his report he shall do so through his Head of Department to the Principal Inspector.

10.—(1) A member shall seek redress for any grievance through—

(a) his Head of Department or the Principal Inspector in the first instance ; but

(b) where he is not satisfied with the action taken by any person mentioned in sub-paragraph (a) above, he may appeal to the Chairman of the relevant State Service Corps Committee ; and

(c) as a last resort, he may appeal to the Director.

(2) Any member who—

(a) violates the progressive channels of communication as laid down in sub-paragraph (1) above ; or

(b) airs his grievance in any news media ;
shall be liable to the appropriate penalty prescribed in Schedule 2 hereto.

Citation.

11. These Bye-laws may be cited as the National Youth Service Corps Bye-laws 1974.

SCHEDULE 1

Paragraph 2

THE PLEDGE

In pursuance of our aspiration to build a united, peaceful, prosperous, hate-free, egalitarian society and a great nation and of our motto "Service and Humility", I,

(name of member)

member of the National Youth Service Corps 19... hereby pledge to follow at all times the leadership of those in authority irrespective of their social and educational background and in particular I shall :—

(a) at all times and in all places think, act, regard myself and speak first as a Nigerian before anything else ;

(b) be proud of the fatherland, appreciate and cherish the culture, traditions, arts and languages of the nation ;

(c) be prepared to serve honestly, faithfully and, if need be, pay the supreme sacrifice for the fatherland ;

(d) be well-informed about the history, geography, economy and the resources of Nigeria ;

(e) regard fellow Nigerians as my brothers and sisters and myself as my "brother's keeper" ;

(f) have a healthy attitude to work and play. I shall not only be ready to work in any part of the country to which I am deployed, but also genuinely identify myself with the problems and aspirations of the people of the areas in which I work ;

(g) tackle difficulties and challenges in a disciplined and self-reliant manner, constitutionally pursuing grievances and properly channelling such for redress ;

(h) see myself always as a leader who must give effective leadership by my transparent honesty and selfless service ;

(i) detest and shun bribery and all forms of corruption and nepotism ;

SCHEDULE 1—*continued*

- (j) be courteous and polite to all and sundry ;
- (k) be obedient without being slavish ; and
- (l) always remember the motto and strive continuously to live up to the ideals of the National Youth Service Corps during and after my service year. So help me God.

.....
Signature of member

Date.....

SCHEDULE 2

*Paragraphs 3 (2)
 and 10 (2)*

PENALTIES

The following fines shall be payable in the following circumstances :—

1. During the period of orientation—

- | | |
|--|---|
| (a) For lateness in any official engagement on the field, at lectures or place of work | 30 minutes extra drill at a time to be fixed by the Camp Commandant. |
| (b) Leaving the Camp without the written permission of the Principal Inspector | Extension of the Service year by the same number of days for which the member was absent from his Camp subject to the approval of the Federal Executive Council as specified in section 15 (2) of the National Youth Service Corps Decree 1973. |
| (c) Absence from any activity without Principal Inspector's written permission | Fine of not less than ₦1.00 but not more than ₦2.00. |
| (d) Gambling | Fine of not more than ₦4.00. |
| (e) Possession of firearms or ammunition | Member shall be handed over to the Police for prosecution. |
| (f) Smoking or chewing while on parade | Extra drill for three days of one hour per day. |
| (g) Depriving other members of food by taking double ration | Fine of not more than ₦1.00. |
| (h) Drunkenness resulting in disorderly behaviour | Fine of not more than ₦4.00. |
| (i) Failure to wear the uniform provided for any particular activity | Extra drills for two days of 30 minutes per day. |
| (j) Receiving visitors in camp on any unauthorised day or hour | One day's extra drill of 30 minutes. |
| (k) Infringement of fire-preventive measures | Extension of service by 14 days at the end of service year subject to the same approval as specified in sub-paragraph (b) above. |

SCHEDULE 2—*continued*

- (1) Keeping animal pets in camp ... Fine of not more than ₦3.00.
2. During the period of primary assignment—
- (a) breach of any code shall be reported to the Directorate by the Principal Inspector and the Director shall decide on the appropriate penalty; but
- (b) where a member leaves his station without written consent, he shall forfeit his allowance until the determination of the case by the Directorate.
3. During the period of secondary assignment—
- (a) Lateness to place of assignment ... Fine of not more than ₦2.00.
- (b) Absence from place of assignment ... Fine of not more than ₦4.00.
4. Miscellaneous Penalties—
- (a) Failure to produce identity card on request ... Fine of not more than ₦2.00.
- (b) Loss of identity card Fine of not more than ₦2.00.
- (c) Wrongful channelling of communication Liable to a penalty to be decided upon by the Directorate having regard to the gravity of the offence.

SCHEDULE 3

*Paragraph 11**Form NYSC 2*

CONFIDENTIAL REPORT ON CORPS MEMBERS

NATIONAL YOUTH SERVICE CORPS, CABINET OFFICE, LAGOS.

Surname.....

Forenames.....

University Attended.....

Qualification.....

National Youth Service Corps No.

State of Origin.....

State of Deployment.....

Town/Village to which Deployed.....

Type of Assignment.....

Period..... To.....

PART I—REPORT BY THE OFFICER IN WHOSE DEPARTMENT THE CORPS MEMBER IS EMPLOYED

Characteristics	Explanation	Ratings			
		Good	Satisfactory	Below Average	No evidence on which to rate
Appearance and bearing ..	Smartness of turnout bearing and manner :				
Integrity	Whether he is honest with himself and with other people ?				
Organisational and Planning ability	Does he get his priorities right ? Does he tackle important things first, think ahead and allow for the unexpected ?				
Practical ability	How good is he in applying his knowledge to the practical problems confronting him ?				
Physical ability	Is he strong and agile ?				
Sense of duty, e.g. Public Service	Does he put duty before a personal interest ? Is he willing to serve humanity ?				
Initiative	Is he resourceful or does he refer everything to his superiors ?				
Determination	Is he persistent or does he give up easily ?				
Loyalty	Is he loyal to his colleagues and also to his superiors ?				
Leadership and influence ..	Does he inspire loyalty and respect ? Is his influence on his colleagues a bad influence or a good one ?				
Emotional poise	Ability for self control and restraint :				

General Assessment and any additional remarks :

.....
Signature of Reporting Officer

Appointment.....

Name of Officer.....

Date.....

Signature of Corps Member if necessary

Date.....

PART II—TO BE COMPLETED BY THE PRINCIPAL INSPECTOR PERSONALLY

Do you know him :—

•Very Well/Well/Adequately

Do you support the ratings and
comments shown in Part I?

•Yes/No

General comments :

*Signature of Principal
Inspector**Name in block letters**State*

Date of Signature.....

Remarks by Chief Inspector, National Youth Service Corps,
Cabinet Office, Lagos*Signature**Name in block letters*

Date of Signature.....

Remarks of the Director, National Youth Service Corps :—

1. Have you any personal knowledge of this Corps member, if so, to what
degree?

2. Remarks :

*Signature**Name in block letters*

• Delete where inapplicable.

Date of Signature.....

MADE at Lagos by the National Youth Service Corps Directorate this 18th day of June 1974.

ADEBAYO ADEDEJI,
Chairman,
for the National Youth Service
Corps Directorate

Approved pursuant to section 14 (2) of the National Youth Service Corps Decree 1973 this 20th day of June 1974.

GENERAL Y. GOWON,
Head of the Federal Military Government,
Commander-in-Chief of the Armed Forces,
Federal Republic of Nigeria

EXPLANATORY NOTE

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

The Bye-laws prescribe the pledge to be taken by all members of the National Youth Service Corps upon registration. They also prescribe a code of conduct for their control, discipline and general guidance during the service year.

L.N. 38 of 1974

**TRADE DISPUTES (EMERGENCY PROVISIONS)
(AMENDMENT) (No. 2) DECREE 1969
(1969 No. 53)**

**Trade Dispute (Workers of the Nigeria Spinning Company Limited and
the Nigeria Spinning Company Limited and the National Bank of
Nigeria Limited)**

Confirmation of Award Notice 1974

Pursuant to the provision of section 4 (4) of the Trade Disputes (Emergency Provisions) (Amendment) (No. 2) Decree 1969, the Industrial Arbitration Tribunal Award made on 26th November, 1973 and set out in the Schedule hereto, has been confirmed by me, the Federal Commissioner for Labour, and shall have effect as so confirmed in accordance with that provision.

SCHEDULE

<i>Name of Arbitration Tribunal, etc.</i>	<i>Terms of Award</i>
Industrial Arbitration Tribunal : Workers of the Nigeria Spinning Company Limited and the Nigeria Spinning Company Limited and the National Bank of Nigeria Limited.	<p>(a) Payment of salaries and wages to date.... We award as follows :</p> <p>(i) Salaries and wages be paid up to and including the last day of work ;</p> <p>(ii) Monthly rated employees.... one month's salary in lieu of notice ;</p> <p>(iii) Daily rated employees.... two weeks' wages in lieu of notice ;</p> <p>(b) Payment of the second Adebo Award.... We award that the employees be paid the final Adebo Award.</p> <p>(c) Payment of leave entitlements.... We award that all employees who have not been granted their leave should have the leave commuted to cash and be paid accordingly ;</p> <p>(d) Redundancy Payment.... We award a general compensation for redundancy of one third of each employee's last basic monthly salary/wage multiplied by the number of years he served in the company up to the last day of work, six months and above counting for a year.</p>

DATED at Lagos this 5th day of June 1974.

ANTHONY ENAHORO,
Federal Commissioner for Labour

EXPLANATORY NOTE

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

The Notice confirms the award made by the Industrial Arbitration Tribunal in respect of the trade dispute which arose between the Workers of the Nigeria Spinning Company Limited and the Nigeria Spinning Company Limited and the National Bank of Nigeria Limited.

L.N. 39 of 1974

TRADE DISPUTES (EMERGENCY PROVISIONS)

DECREE 1968

(1968 No. 21)

TRADE DISPUTES (EMERGENCY PROVISIONS)

(AMENDMENT) (No. 2) DECREE 1969

(1969 No. 53)

Trade Disputes Emergency Decrees (Extension) Order 1974

In exercise of the powers conferred by section 8 (2) of the Trade Disputes (Emergency Provisions) (Amendment) (No. 2) Decree 1969, and of all other powers enabling him in that behalf, the Head of the Federal Military Government hereby makes the following Order :—

1. The operation of the Trade Disputes (Emergency Provisions) Decree 1968 and the operation of the Trade Disputes (Emergency Provisions) (Amendment) (No. 2) Decree 1969 are hereby extended until 31st December 1974.

Extension
of operation
of 1968
No. 21 and
1969 No. 53.

2. This Order may be cited as the Trade Disputes Emergency Decrees (Extension) Order 1974.

Citation.

MADE at Lagos this 18th day of June 1974.

C. O. LAWSON,
Secretary to the Federal
Military Government

L.N. 40 of 1974

TRADE DISPUTES (EMERGENCY PROVISIONS)

(AMENDMENT) (No. 2) DECREE 1969

(1969 No. 53)

Trade Dispute (Afprint (Nigeria) Limited Workers' Union and Afprint (Nigeria) Limited) Confirmation of Award Notice 1974

Pursuant to the provision of section 4 (4) of the Trade Disputes (Emergency Provisions) (Amendment) (No. 2) Decree 1969, the Industrial Arbitration Tribunal Award made on 21st May, 1973 as set out in the Schedule hereto, has been confirmed by me, the Federal Commissioner for Labour, and shall have effect as so confirmed in accordance with that provision.

SCHEDULE

<i>Name of Arbitration Tribunal, etc.</i>	<i>Terms of Award</i>
Industrial Arbitration Tribunal : Afprint (Nigeria) Limited Workers' Union and Afprint (Nigeria) Limited.	<ol style="list-style-type: none"> 1 and 3. <i>Revision of Salary Scale and Classification or grading of Staff</i>—No Award. 2. <i>Hours of Work</i>—We award that the break period be included in the 45 hours of work and be paid for. 4. <i>Wave of victimisation of workers for trade Union Activities</i>—No Award. 5. <i>Fringe benefits (Motor-Cycle Allowance, Canteen facilities)</i> <ol style="list-style-type: none"> (a) <i>Motor-Cycle Allowance</i>—No Award. (b) <i>Canteen facilities</i>—No Award. 6. <i>Annual increment</i>—No Award. 7. <i>Redundancy benefits</i>—We award the existing rates as agreed upon by the two parties. 8. <i>Non-payment of workers' during the period of lock-out by Management 17-4-72 to 27-4-72</i>—No Award.

DATED at Lagos this 20th day of June 1974.

ANTHONY ENAHORO,
Federal Commissioner for Labour

EXPLANATORY NOTE

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

The Notice confirms the award made by the Industrial Arbitration Tribunal in respect of the trade dispute which arose between Afprint (Nigeria) Limited Workers' Union and Afprint (Nigeria) Limited.