

# Employees Leadership Style and Employment Contract in Oil and Gas Company Port Harcourt River State, Nigeria

Obibhunun Lucky<sup>1</sup>, Jaja Nicholas Ishmael Adagogo<sup>2</sup>

<sup>1,2</sup>Department of Management, Faculty of Management Sciences, Ken Saro-wiwa Polytechnic, Bori, Rivers State, Nigeria  
Email address: sbiriowu @ yahoo.com, obilu @ yahoo.com

**Abstract**— Leadership styles focus on manager's ability to relate with employees and how they motivate them to build into roles and interpersonal relations in the organization. Based on this fact the paper seeks to know the extent in which employee oriented leadership style can have on employment contract. The study adopted a cross sectional design, the study population is 157, and sample size of 113. Purposive, simple random, systematic and stratified sampling techniques were variously employed to select the respondents. And inferential statistics were employed, and Pearson Product Moment Correlation technique was used, at 0.01 level of significance, with the aid of SPSS our findings revealed that there is a positive, strong and significant relationship between the dimension employees oriented leadership style and measures of employment contract in the Nigerian oil and gas industry. The study specifically revealed that the dimension employee oriented leadership style correlate positively and significantly with the measures of employment contract in the area of study. The study arrives at the fact that, the effective conduciveness of employment contract in the Nigeria oil and gas industry is premised on effective implementation of employees oriented leadership style strategy or policy. Based on this, relevant recommendations were made.

**Keyword**— Employees oriented leadership style, Employment contract, contract formation, contract termination, Contract performance.

## I. INTRODUCTION

Leadership styles vary from person to person depending on how they provide direction, implement plans, and motivate people. In every facet of business, from international to local corner store, leadership styles affect the mood and workflow of the organization. In order to make the best decision in training efforts, there is need to know which kind of leadership style the organizational have and increase the overall performance of the organization because the global business is so competitive such that organizations cannot afford to have underperforming employees or high rate of employee's turnover that could result from the styles of leadership. Leadership styles are the various forms of behaviors and favored by leaders in the process of Directing and influencing workers in the Business Organizations. They are patterns of behaviors designed to integrate organizational personnel's interest and efforts in pursuit of some objectives.

Leadership styles focus on manager's ability to relate with employees and how they motivate them to build into roles and interpersonal relations. They are systems of inducement that will enable employees obtain satisfaction from contributing to

organizational objectives. This leadership styles are leader's management policies that will enhance employees work performance and must be motivational in nature capable energizing work performance and drive them towards achievements of intended goals of the organization.

To this extent several leadership styles has been Identified pointing out those ones that will facilitate employees performance of work in the Business organizations in Nigeria. We have the Autocratic leadership style which is also known as the authoritarian leadership which involves management centered with close supervision of employee's task, motivations by incentives and remuneration, decisions which are binding on subordinates to ensure that jobs are performed based on directives given to them. The style ensures that employees put up maximum efforts in job performance so as to achieve intended goals.

Leader in their style managers controls the actions of employees to fall in line with their work performance and ensure that it is improved. That these styles is domineering towards employees and co-workers who are expected to be submissive toward their superior and authorities are not delegated and employees are forced to perform their jobs, ensuring that it is improved so as to achieve organizational goals. Leaders influence decisions and employees are put under stress and threat, fear and forced to perform their jobs. This style will enhance orderliness, prompt and predictable performance with high productivity.

The democratic leadership style is also another style adopted which is intended to raise employee's performance and participation in decision affecting the organization. The term consultative participative and equate means is often used to explain in the meaning of the style. Leaders can duplicate their responsibilities to subordinates and vest in them absolute power and authority to perform their functions. The interest of employees is recognized toward achievements of set goals as leaders are sensitive towards understanding the needs of their subordinates. This style gives appreciation. Work are divided and assigned to subordinates so as to increase their performance and productivity.

The laissez faired leadership styles are adopted in organizations as leaders leave more responsibilities to subordinates and enable them to make decision about the activities of the organization's work process. Employees are allowed to use their initiatives in decision making. This

leadership style gives complete freedom to employees to carry on their responsibilities and to ensure that their work performances are increased for achievement of designed goals of the business organizations.

The Bureaucratic leadership is used on employees in the organization and it urges employees to adhere strictly to rules and regulations guiding work performance in the business organization. These styles give directives to employees and the style reduces misunderstanding between management and employees, supervisors and employees.

Mcshane and Glinow (1998) asserted the employees oriented leadership style as another style adopted which is intended to develop good relationships with employees and managers. This style of leadership will motivate employees to work on high level and ensuring that their jobs get done for accomplishment and achievements of goods. Employees are treated with equal respect showing concerns for their status, needs and wellbeing. Leaders can trust and respect the feelings of subordinates. They also went further to discuss production oriented leaders which emphasis on the technical aspect of the job or task aspect of a job. They main concern was for the employees to complete their group’s tasks, and the group members serve a means to that end. The various leadership managers’ uses in organization can be group into two categories which are employee oriented leadership style and production oriented leadership style. For the purpose of this work we shall be looking at the effect of employee oriented leadership style and organizational performance.

1.1 Operational Framework

The two key variables (predictor variable, the criterion variable), and how they relate, gave rise to the conceptual framework of this study. That is to say, employment contract are a function of Leadership style. These variables and the relationships implied in this paper therefore constitute the operational framework below:

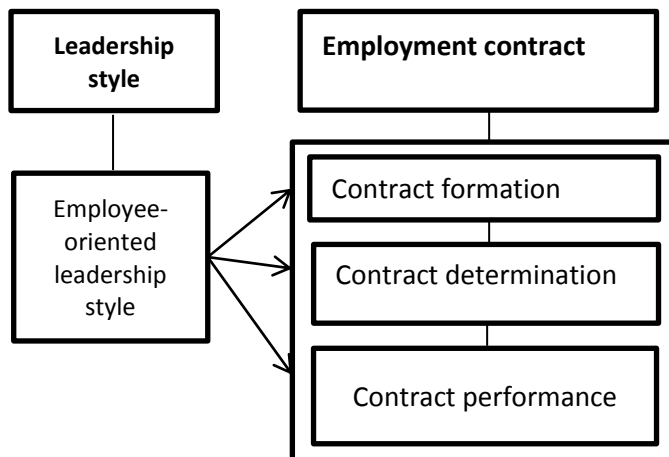


Figure 1. showing the relationship between In-Country Outsourcing and the parties in employment

Source; desk research 2021

The purpose of the study

The purpose of this study therefore is to determine the following

1. To determine the effect of employee oriented leadership style on contract formation
2. To determine the effect of employee oriented leadership style on contract determination
3. To determine the effect of employee oriented leadership style on contract performance

Research Questions

This study will be guided by the following research questions:

1. To what extent does the employee oriented leadership style affect contract formation?
2. To what extent does the employee oriented leadership style affect contract determination?
3. To what extent does the employee oriented leadership style affect contract performance?

1.4 Research Hypothesis

From the research questions raised for the study, we further hypothesize as follows:

- H<sub>01</sub>: There is no significant relationship between the employee oriented leadership style and contract formation
- H<sub>02</sub>: There is no significant relationship between the employee oriented leadership style and contract determination
- H<sub>03</sub>: There is no significant relationship between the employee oriented leadership style and contract performance

II. LITERATURE REVIEW

Employee-Oriented Leadership Style

An employee-oriented leadership style creates a workplace where the employees are seen to be the most important aspect of the organization. Managers are interested in building a relationship between the employer and the employees. The manager creates the enable opportunity for the employees to see themselves as the most important aspect of the organization. Any organization with employee-oriented leader will consider employee.

The Employment Contract

In this section we shall be adopting the measures of employment contract from Biriowu and Obibhunun (2021). This employment contract could be understood on the basis of its formation, performance and termination:

The Formation of the Contract

In legal parlance, a contract is said to be an agreement between two or more persons, which creates an obligation to do or not to do a thing. The agreement must be enforceable at law. Bales & Jason, (2008) however, points out that covenants as agreements are excluded in the application of this principle of legal enforceability. For Bales & Jason (2008), therefore, for a valid contract to exist, there must be an offer to contract by one of the parties having the intention. The offer must lead to an acceptance to be bound by the terms of the offer by the other party. There must also exist a consideration (a bargain)

meaning the conferring of a benefit by one party to the other party in return for a promise to do a certain thing by the party receiving the benefit.

Colvin, (2008) however made a distinction between a contract of service or employment and a contract for service. He saw a contract of service as a relationship entered into between an Employer and an Employee whereby the employee agrees to serve the Employer and to remain subject to the control of the employer in return for a benefit. This contract which is seen as a master/servant relationship, empowers the employer (the master) to decide what thing is to be done; the way it should be done; the means by which it should be done, the time and place it should be done.

For Colvin (2008) then, the contract of service is distinguishable from the contract for service, which is a relationship between an independent contractor and an employer. Here, the employer can only stipulate and direct what work is to be done. It is usually the business of the independent contractor to direct on how the work is to be done. Once the formation of the contract has been perfected, the duties and obligations of the parties are brought to bear on the parties. This, in legal terms, is referred to as the performance of the contract.

#### *The Performance of the Contract*

In the performance of the employment contract, Eisenberg & Hill (2003) points out that, the Courts, over the years, developed duties, rights and obligations for the parties, and remedies for damages suffered by the parties in the employment relationship. Remedies (claims for damages) are available at common law where one of the parties proves a breach of its rights and duties by the other party. At common law, therefore, labor (a worker) is entitled to claim damages only where he is able to prove a breach of the common-law duty which an employer owes him. An employer is also entitled to claim damages only where he can prove a breach labor owes him. An examination of these duties will be necessary. These duties, obligations and rights are described in legal parlance as common law duties. For Eisenberg & Hill (2003) therefore, these duties and obligations are apportioned to both employers and employees.

Though the duty to take reasonable precautions to secure the physical safety of workers may be regarded as the most important of all the duties of the employer at common law, of similar relevance are the other duties implied at common law, and which may be arranged as follow:

i) *Duty to Provide Work or Payment In lieu of Work:*  
Bennett- Alexandra and Hartman (2004) are of the opinion that the contract of employment does not necessarily oblige an employer to provide a worker with work. In a landmark case between Collier versus Sunday Referee Publishing Company Limited, Justice Asquith (1940) was said to have validated the position taken by Bennett-Alexandra et al (2004). In the said landmark case, Justice Asquith had said thus:

“Provided I pay my cook her wages regularly, she cannot complain if I choose to take any or all of my meals out”.

There is therefore no prime facie duty upon the employer to provide his worker with work. This rule is reasonable because some employers may find it impossible to ensure that work is always available especially in seasonal employment. At common law, an employer is also under a duty to continue to pay the agreed or stipulated wages or salaries of a worker who is willing and ready to work. This obligation of the employer to provide work or pay salaries and wages in lieu of work does not apply where a statute or collective agreement provide otherwise or where a worker breaches the employment contract. It should be noted importantly however that there are exceptions to this general rule where the employer is said not to have a prime facie duty to provide work, provided the worker is paid in lieu of work. Sherwyn, Estreicher, & Heise, (2005), for instance, points out that, in some contracts of employment, the opportunity to work is of the essence of the contract and mere payment of wages is not a discharge of the contractual duty of the employer to provide work. (Biriowu and Obibhunun (2021)

There are therefore three groups of contracts that are exceptions of the said rules:

*Contract of Apprenticeship:* This is given the exception so as to enable the apprentice to learn his trade and acquire the necessary skill as no provision of work will retard him.

*Contracts of Employment of Theatrical Worker:* Here, the provision of work enables the worker to gain publicity which is considered to be of an additional value. Failure of an employer here to provide work may involve not only loss of remuneration (where this depends on the work done).

*Contract of Employment Based on Commission or Piece Rate:* This is where the employees’ remuneration depends upon his performing work and failure to provide work will sterilize the worker rather than absorb him.

Duty to indemnify workers against liabilities and losses- In course of performing his duties, if a worker properly incurs liabilities and losses, for example, libel, slander, unlawful mission without knowing of its illegality, he shall be entitled to be indemnified (Uvieghara, 2001).

Duty to provide testimonial or reference to departing workers- Uvieghara, (2001), points out that the employer is not under a legal obligation to provide a testimonial as reference to his departing worker; though employers provide it as a social duty. Where an employer performs this social duty of providing a testimonial or reference to his departing worker, and where the statements made concerning this worker are not true, the employer will be civilly liable in three possible ways:

*Defamation:* A statement which is libel where it is written, and slander where it is unwritten and which lowers a person’s standing in society or which causes him to be shunned or avoided. The employer may however put forward a defense of justification where the worker has no reputation to defend or a defense of qualified privilege where a case of malice is not established against the employer.

*Deceit:* This pre-supposes a false statement. Where an employer gives a reference or testimonial and knowing that it was false, he may be liable at the suit of the new employer.



**Negligence:** A careless but unintended statement in the testimonial or reference of which a reasonable person cannot ascertain the truth may make the employer who provided it to be liable.

Employer may however generally escape liability provided they can show that the statement was made in pursuance of a social duty and again where they can establish the defense of justification or qualified privilege.

ii) **Duty to Provide Board and lodging for their Workers:** In recent times, there is no duty of an employer to provide board and feeding unless such is provided for in the contract of employment (Uvieghara, 2001). The non-contractual obligation on the employer to provide board and feeding does not protect him against liability for negligence where he fails to notify the appropriate medical authority, should his worker fall sick or meet with an accident.

iii) **Duty to Provide Care:** The duty of the employer to take reasonable precaution to secure the physical safety of their workers has been regarded as the most important duty at common law. Bennett-Alexandra et al (2004) states that this duty involves the use of reasonable care in the selection of efficient workers so that they may be reasonably competent to do the work; provision and maintenance of proper plant and equipment; and the combination of the whole in a safe system of work so as not to expose a worker to any unnecessary risk. To pursue the securing of the physical safety of workers at the workplace, employers have it as a common-law duty to use reasonable care in the selection of workers so that may be reasonably, competent to do the work; to provide and maintain proper plant and equipment; to combine the whole in a safe system of working so as not to expose a worker to any unnecessary risk. Where an employer breaches these duties and where this breach results in injury, the worker has it as a right to claim damages. This concept of safe system of work, Choi & Eisenberg, (2009) points out, had become extremely wide, covering the layout of work; a single operation; activities incidental to work; and work outside the employer's immediate control. This common-law duty of care provided by employers has the following attributes:

**Non delegability of care duty:** The duty of care cannot be delegated. It is no defense to show that the employer has deputed a servant, agent or independent contractor to install and maintain proper precautions as in Wilson's and Clyde Coal co v. English (1938) where the employer was held liable for an unsafe system of work in his mine although he had entrusted his responsibility (as he was required to do) to a colliery agent.

OF the three sub duties enumerated under the duty of care, that relating to proper plant and equipment has had a Chequered history. In Davis V. New Merton Board Mills Ltd(1938) for instance the English House of Lords resolved a conflict in the cases by holding that on employer incurs no liability in negligence to an employee who has suffered injury by reason of using a defective tool which has been negligently manufactured by a third party, provided such tool has been

obtained from a reputable source and the employer has made such inspection of the tool as in reasonable in the circumstances , Though this judgment faced critical, and to protect workers from their mobility to claim damages even when the defective tool is manufactured by a 3<sup>rd</sup> party, the employers liability(defective equipment) Act was enacted by the English Parliament.

**Reasonability of Care Duty:** The duty of care only demands that employers take reasonable care to protect the safety of employees or workers. It does not oblige employers to guarantee the adequacy of plant; the competent of fellow employees; and the system of work. The key words therefore are reasonable foreseeability. The courts, according to Clermont & Stewart, (2004), have treated these cases with the application of 'broad reasonable care formula' and as one of fact and not of law. This formula permits variability since it considers the nature of the work; the skill of the workers; the state of scientific knowledge etc. as in, for example, Paris V. Stepney Borough council (1951) where the employer was held liable because he ought to know that a filter with one eye ran a greater risk of blindness than a person with two eyes, and in James V. Hepworth and Grandafe (1968) where the employer was not held liable because he may not have known that the Jamaican could not read the notices enjoining the wearing of protective clothing.

**Non-Extension to Employees Properties:** The duty of care of employers at common law does not extend to the safeguarding of the property of employees where there is no assumed liability by reason of contract, statute or otherwise.

The duties apportioned to the employee include the following:

i) **Duty of obedience-** A worker is under a duty to obey the orders or instructions of his employer, provided such orders or instructions are not radically beyond the scope of his employment and not unlawful under the general law (Okene, 2012).Where a worker is confronted with an order radically outside the terms of the contract or employment scope, he may treat it as a constructive dismissal, if the order involves a fundamental breach (Uvieghara, 2001).

A worker is under a duty to obey the orders of his employer provided such orders are within the terms of the contract (express or implied) and which are not unlawful under the general law. The worker cannot be required to do any job beyond the scope of his employment. The worker can lawfully refuse to obey an order (unless the contract permits) which requires him to run the risk of physical injury or serious infection. This goes to show the limit set by the contract on managerial discretion at common law.

The employer cannot unilaterally alter the terms of employment under a current contract as shown in Marriott V. Oxford district co-operative society Ltd (No.2) (1970) (2), where the employee's continuance under pretest was not taken to indicate consent when the employer sent him a letter demoting him and reducing his wages. Employers who order workers to perform radically different work have been held to have dismissed them, thereby incurring liability for wrongful dismissal. Where a worker is confronted with an order outside the terms of the contract he may ignore it or treat it as a

“constructive dismissal” if the order involves a fundamental breach. However as opposed to the unilateral alternation of the terms of employment under a contract, there may be a consensual variation of contract or a non-contractual variation of worker arrangements.

The test for a worker’s disobedience is not based on one or several occasions but whether or not the disobedience manifests an intention to repudiate the whole contract as exemplified with the under-writer who had an immediate dismissal for writing a risk (a single act of disobedience) despite a specific order not to do so from his board of governors. Not all acts of single or isolated cases of disobedience that may lead to the repudiation of the whole contract.

ii) *Duty of faithful service or fidelity*: This duty which rests on the principle that employees should co-operate with their employers in order to further the employer’s business interest is based on the premise that workers should not frustrate the commercial purpose of the employers’ business (Bennett-Alexandra et al, 2004). The common-law duty of a worker to serve his employer faithfully rests on the principle that the worker should co-operate with his employer to further the latter’s interest. Though Lord Greene M.R pointed out in *Hivac V. Park Royal scientific instruments Ltd*, that the practical difficulty is to find exactly how far that vague duty of fidelity extends. This duty is based on the premise that workers should not frustrate the commercial purpose of the employer’s business.

All employers who wrongfully furthered their own interest as opposed to the interest of their employers have breached their duty of faithful service. This duty of fidelity can appear in many guises; sometimes it is based on the employer’s right to protect his business interests. The insurance agent who canvasses for a rival company in which he has interest or gets a commission; the sales clerk who canvasses his Master’s customers shortly before leaving to set up his own shop; the worker in the coca cola factory who leaks the coca cola formula to the production engineer in the Pepsi cola factory, are all examples of persons who have wrongfully furthered their own, as opposed to their employer’s interest. So also, will a worker wrongfully further his own interest where he does not account for property received on behalf of his employer; for bribes and for secret profits derived from the position which he holds. The duty of fidelity also rests on the fact that workers must be worthy of the trust reposed in them by their employers. This duty of trust is so powerful that it was held to have been breached when a worker was found to have borrowed money from his till without authority and replacing it quietly without dishonesty.

Colvin, (2008) points out that spare time work by an employee would normally not be (in the absence of express or implied contractual prohibition) in breach of faithful service. However, spare time work may be in breach of duty of fidelity where it is allowed to interfere with the employer’s work through a resultant fatigue and low productivity on the part of the worker. Spare time work may also be in breach of this duty where employees work for the rival companies, any

confidential information or technical “know how” which in the course of their work with their employer, they may obtain. The duty of fidelity is also prayed in aid to restrain the employee from wrongfully exploiting his own inventions whether they be patents, copy rights and that, this right to exploit will normally be regulated by contract. Where no such law exists, the right to claim the inventions of the employee lies with the employer in whose employment the former is at the time of the invention. However, the patents laws usually provide how benefits of an invention will be apportioned between an employer and his employee.

iii) *Duty to be free from misconduct*- Colvin, (2008) pointed out that, with increasing industrialization, education formalization and society secularization, there has been a shift of emphasis on the meaning of misconduct – from mere moral disapproval of the conduct of a worker to a more programmatic inquiry whether the misconduct has any bearing on the performance of the duties of a worker. It is therefore now suggested that a worker is in breach of his duty to be free from misconduct only where it is related to the degree of damage likely to ensue to the employer, his property and his fellow servants. In some cases, however, Uvieghara (2001), pointed out, the misconduct may have no link with the duties of the employee to justify instant dismissal – In *Moller v. MCC* (1961) the Court held that the employer has discretion to define what constitutes disrepute where it is stated in the employment contract that an employee will be dismissed for misconduct where he brings his employer into disrepute.

iv) *Duty to indemnify or to use skill and care*- This duty to use skill and care in the performance of a job is based on the premise that, when a skilled worker applies for a job, and is employed thereof, there is on his part an implied warranty that he is of skill reasonably competent to the task he undertakes (Eisenberg & Hill 2003). Negligence or carelessness (though a form of misconduct) on the performance of a duty is a necessary ingredient for the establishment of a worker’s liability to indemnify his employer. The negligence has to be related to the actual duty the workman is employed to do. An express promise or express representation is not necessary.

A Lorry Driver in a slaughterhouse yard, injured fellow-employee, who happened to be his father. The injured man recovered damages from the employers on the basis of their being vicariously liable to the tort committed by their employee. The employers later sought to be indemnified in respect of the damages and costs awarded to the father, claiming that it was an implied duty to the driver to perform his duties with proper care and it was held that the driver was liable to indemnify his employer in full. Negligence in the performance of a duty (though a form of misconduct) is a necessary ingredient for the establishment of a worker’s liability to indemnify his employer. The negligence must also be related to the actual duty the workman is employed to do.

III. METHODOLOGY

Population and Population Size

Our population consists of Management staff and Union leaders of the four Oil and Gas Companies and staff of the Federal Ministry of Labour in Port-Harcourt. This gives rise to a population size of One Hundred and Fifty-Seven (157).

Sample and Sample Size

Management Staff and Union leaders of the four Oil and Gas Companies and Staff of the Federal Ministry of Labour in Port-Harcourt selected from the One Hundred and Fifty-Seven Respondents formed our Sample Size of One Hundred and Thirteen (113) Respondents, using the Krejcie and Morgan’s (1990) table for sample size determination (as reflected on table 1).

TABLE 1: Organizations and Sample Size Determination

Organizations	No of Staff	Remarks
Shell PD Sub Group	26	
Schlumberger Sub Group	23	
Port Harcourt Refining Sub Group	25	
OVH Energy Sub Group	22	
PENGASAN	6	
NUPENG	6	
Federal Ministry of Labour	5	
<b>Total</b>	<b>113</b>	

Source: Researcher desk 2017

A simple random sampling technique was used to pick twenty-six from Shell; 23 from Schlumberger; 25 from Port-Harcourt Refinery; 22 from OVH Energy; 6 each from Petroleum and Natural Gas Senior Staff Association and Nigeria Union of Natural Gas; and 5 from the Federal Ministry of Labor. This therefore made up the 113 respondents, which constituted our study population.

Research Design

The preferred research design in this study is the survey design. Since our subjects and variables have already occurred or are on-going, it will be appropriate to use the survey design. This position is supported by the works of Zebulun (1994), Cooper and Schindler (2001).

Method of Data Collection

A total number of 113 copies of our research questionnaire were administered. 106 copies of the questionnaire were retrieved which represent 93.8%. 13 copies were rejected due to fundamental errors arising from wrong filling. On the whole, 93(87.7%) copies were found fit for usage in the analysis (Table 2).

Table 3 below revealed that results of the Cronbach’s Alpha test of reliability, using SPSS software package version 20.0. The results showed coefficient that are higher than 0.70, which is the acceptable standards (Ahiauzu, 2006; Chikwe, 2012). As a result, it therefore indicates that there is a high level of reliability of our research instrument which is an early signal that we have high level of reliability and consequent correlation amongst the study variables.

TABLE 2: Questionnaire Administration, Usage and Response Rate

Organizations	No of Copies of Questionnaire Distributed	No. Retrieved	Usable Copies	% of Usable Copies
Shell PD Sub Group	26	25	24	96.0
Schlumberger Sub Group	23	22	20	90.0
Port Harcourt Refining Sub Group	25	23	19	82.0
OVH Energy Sub Group	22	20	16	80.0
PENGASAN*	6	6	5	83.0
NUPENG**	6	6	5	83.0
Federal Ministry of Labour	5	4	4	100
<b>Total</b>	<b>113</b>	<b>106</b>	<b>93</b>	<b>87.7</b>

Source: Desk Research, 2017

TABLE 3: Reliability Test Results

S/No	Variables	No. of Items	Cronbach’s Alpha Results
2.	In-country Outsourcing	3	.973
5.	Employment Parties	10	.990

Source: Desk Research and SPSS Window Output, Version 20.0

Operational Measures of Variables

The survey instrument used in this study to measure the variables was obtained from literature, in addition to related scales developed and adapted specifically for this study.

Data Presentation and Analysis

Presentation of Study Demographics

The demographic variables of the present study include; years of company in operation, age, marital status, level of education and managerial level in the organization.

TABLE 4: Years of Company’s Operation

Category	Frequency	Percentage (%)	Cumulative (%)
1 – 9 years	4	4.3	4.3
10 – 19 years	12	12.9	17.2
20 – 29 years	17	18.3	35.5
30 – 39 years	44	47.3	82.8
40 and above	16	17.2	100.0
<b>Total</b>	<b>93</b>	<b>100.0</b>	

Source: Desk Research, 2017

As illustrated in table 4 above, 4(4.3%) of the respondents remarked that their company had been in operation for between 1-9 years, 12(12.9%) favored 10-19 years, 17(18.3%) favored 20-29 years, 44(47.3%) favored 30-39 years, while 16(17.2%) of the respondents opined that their company has been in operation for over 40 years.

TABLE 5: Sex of Respondents

Category	Frequency	Percentage (%)	Cumulative (%)
Male	69	74.2	74.2
Female	24	25.8	100.0
<b>Total</b>	<b>93</b>	<b>100.0</b>	

Source: Desk Research, 2017

The illustration in table 5 above reveals that the male respondent is 74.2%, female 25.8% of the total respondents.

This shows that a greater number of men participated and made up the respondent's group for this study compared to their female counterparts.

TABLE 6: Age of Respondents

Category	Frequency	Percentage (%)	Cumulative (%)
Below 25 years	3	3.2	3.2
25 – 30 years	15	16.1	19.3
31 – 35 years	26	28.0	47.3
36 – 40 years	37	39.8	87.1
Above 40 years	12	12.9	100.0
<b>Total</b>	<b>93</b>	<b>100.0</b>	

Source: Desk Research, 2021.

The illustrations in the table 6 above reveals that, 36-40 years age category constituted the age category of most of the respondents accounting for 39.8% of the total respondents; this is followed by the 31-35 years category which accounted for 28.0%, and then the 25-30 years category which accounted for 16.1%, then the above 40 years category which accounted for 12.9% of total respondents. The respondents that constituted the below 25 years category accounted for only 3.2% of total responses.

TABLE 7: Marital Status

Category	Frequency	Percentage (%)	Cumulative (%)
Married	56	60.2	60.2
Single	19	20.4	80.6
Widowed	5	5.4	86.0
Separated	9	9.7	95.7
Divorced	4	4.3	100.0
<b>Total</b>	<b>93</b>	<b>100.0</b>	

Source: Desk Research, 2021

Table 7 above shows the marital status of the respondents in this study. This information reveals that majority of the respondents were married constituting a total percentage of 60.2%, this is followed by 20.4% of respondents that were single, 5.4% were widowed, while 9.7% were separated. Finally, only 4.3% of total respondents in this study were divorced.

TABLE 8: Level of Education

Category	Frequency	Percentage (%)	Cumulative (%)
WASC/GCE	2	2.2	2.2
OND/NCE	6	6.4	8.6
BSc/HND	32	34.4	43.0
Masters	45	48.4	91.4
Ph.D	8	8.6	100.0
<b>Total</b>	<b>93</b>	<b>100.0</b>	

Source: Desk Research, 2021

Table 8 above shows the level of education of the respondents. Information on the table reveals that most of the respondents had (i.e 48.4%) had obtained a Master's degree. This was closely followed by 34.4% of respondents who had obtained a BSc/HND degree, then 8.6% of respondents had Ph.D degrees and 6.4% has OND/NCE certificates, while only 2.2% of the total respondents had WASC/GCE certificates.

The table below show that 61.3% of respondents a majority of total respondents were within the middle level managers, 20.4% of respondents fell within the supervisor

level of manager, while 18.3% of the total respondents were in the top-level manager category.

TABLE 9: Respondents Level in Organization

Category	Frequency	Percentage (%)	Cumulative (%)
Top level manager	17	18.3	18.3
Middle level manager	57	61.3	79.6
Supervisory level manager	19	20.4	100
<b>Total</b>	<b>93</b>	<b>100.0</b>	

Source: Desk Research, 2021

*Employee oriented leadership style as a Dimension of leadership style*

This section reveals the position of respondents concerning the questions asked on employee oriented leadership style. The information on the table reveals that a range of 31 (33.3%) to 48(51.6%) indicated very high extent on the various research instrument items that there are practices of employee oriented leadership style which impacts on the employment contract of these organizations. This high level of agreement on the part of respondents concerning employee oriented leadership style agrees with Espino-Rodriquez & Padron-Robaina, (2005) who in their study concluded that employee oriented leadership style outsourcing serves as a measure through which large organizations enjoy favorable work employment relations overtime. The range of very high extent is followed by a range of 25(26.9%) to 44(47.3%) who indicated high extent that their organizations practice employee oriented leadership style. This is followed by a range of 8(8.6%) to 14(15.1%) who indicated moderate extent, and then by the range of 5(5.4%) to 7(7.5%), and range of 2(2.2%) to 5(5.4%) that indicated low extent and very low extent respectively.

TABLE 10: Weight of score evaluation of employee oriented leadership style

Description	Employee oriented leadership style
Valid N (List wise)	93
Mean	3.5161
Standard deviation	1.12880
Variance	1.274

Source: Desk Research, 2021, and SPSS Window Output, Version 20.0

Table 10 above shows the mean score of employee oriented leadership style as a dimension of outsourcing and also the standard deviation and variance values. The mean score for employee oriented leadership style is 3.52, with a standard deviation of 1.13 and a variance of 1.27 This reveals that employee oriented leadership style is a strong dimension of outsourcing.

*Contract formation as a Measure of Employment contract*

The various respondents' responses on the test item instruments. Based on the table, a range of 33(35.5%) to 55(59.1%) favored very high extent to the various items in the instrument. This confirmed the view of Oyesola, (2010), who posited that employment parties' relations usually play instrumental roles in determining the nature of employment relations that exist in modern business organizations. A range of 5(5.4%) to 16(17.2%) favored moderate extent. Also, a range of 2(2.2%) to 9(9.7%) and 1(1.1%) to 7(7.5%) of the



respondents indicated low extent and very low extent respectively. This information is buttressed in the bar chart below.

TABLE 11: Weight of score evaluation on contract formation as a measure of employment contract

Description	Employment contract
Valid N (List wise)	93
Mean	3.0359
Standard deviation	1.1824
Variance	1.4000

Source: Desk Research, 2021, and SPSS Window Output, Version 20.0.

Table 11 above reveals the weight of scores of evaluation on employment parties as a measure of employment relations. The information provided shows that the mean score is 3.04, the standard deviation is 1.18, while the variance is 1.40. This information thus reveals contract formation is a very strong measure of employment contract.

*Results on employee oriented leadership style*

The responses on in-country outsourcing components show that 33.3 - 51.6 percent favored the high-extent option; 8.6 - 15.1 percent indicated moderate extent on issues relating to the in-country outsourcing items. Similarly, 5.4 - 7.5 percent and 2.2 - 5.4 percent indicated the low extent and very low extent options respectively. Also, the mean score for employee oriented leadership style as dimension of leadership style is 3.52 and the standard deviation is 1.13. The high response option on very high extent and high extent, and the mean scores reveals that there is a strong correlation between leadership style and employment contract in oil and gas industry in Nigeria.

From the outcome and results of the analysis, it is revealed that there is a relationship between employee oriented leadership style and employment contract in oil organizations in Nigeria. In effect, it is advisable to adopt these employee oriented leadership style component as valuable dimensions of leadership for the effective achievement of employment contract in the oil and gas industry in Nigeria.

*Result on employment contract*

The univariate results on employment contract as shown a range of 35.5 – 59.1 percent indicated very high extent to the various test instrument items, followed by 25.8 – 46.2 percent on the high extent option, 5.4 – 17.2 percent indicated the moderate extent option, followed by 2.2 – 9.7 percent and 1.1 – 7.5 percent of respondents who favored low extent and very low extent options respectively. The mean score of employment contract measure option is 3.04, and the standard deviation is 1.18.

*Finding of the Univariate Analysis*

Based on the descriptive analysis and responses, frequencies, scale of measurement options as well as the score evaluations outcome, the results of the univariate analysis of this study revealed strong positive correlations between the leadership style dimensions and the employment contract measures of the oil and gas industry in Nigeria as stated below.

The employee oriented leadership style also revealed a high positive response rate that leadership can enhance the employment contract of the oil and gas firms in Nigeria.

*Employment contract*

The researcher also found out that employment contract measure has a strong correlation and is highly significant in measuring the strength of contract formation. This as such implies that an employment party is strongly associated with the outsourcing strategy of achieving positive employment contract for workers outcome.

*Hypotheses on employee oriented leadership style and Employment contract Measures*

- Ho<sub>13</sub>: There is no significant relationship between employee oriented leadership style and contract formation.
- Ho<sub>14</sub>: There is no significant relationship between employee oriented leadership style and contract termination.
- Ho<sub>15</sub>: There is no significant relationship between employee oriented leadership style and contract performance.

TABLE 12: Results of hypotheses test on employee oriented leadership style and employment contract measures

		Correlations			
		EOLS	CF	CT	CP
EOLS	Pearson Correlation	1	.907**	.924**	.911**
	Sig. (2-tailed)		.000	.000	.000
	N	93	93	93	93
EC	Pearson Correlation	.907**	1	.920**	.946**
	Sig. (2-tailed)	.000		.000	.000
	N	93	93	93	93
CF	Pearson Correlation	.924**	.920**	1	.944**
	Sig. (2-tailed)	.000	.000		.000
	N	93	93	93	93
CT	Pearson Correlation	.911**	.946**	.944**	1
	Sig. (2-tailed)	.000	.000	.000	
	N	93	93	93	93

\*\* . Correlation is significant at the 0.01 level (2-tailed). P<0.01

Source: Data Output, 2017 and SPSS Window Output, Version 20.0

**Key:**

\*\* = Correlation, at 0.01 significant level (2-tailed) i.e. p< 0.01

R = Pearson Product Moment Correlation Coefficient

EOLS = Employee Oriented Leadership style

EC = Employment contract

CF = Contract Formation

CP = Contract performance

TABLE 13. Summary of Results of Hypotheses Tested

Hypotheses	Results	Ho's status
Ho <sub>1</sub>	Employee oriented leadership style strongly correlates with the contract formation.	Rejected
Ho <sub>2</sub>	Employee oriented leadership style has strong influence on the contract termination.	Rejected
Ho <sub>3</sub>	Employee oriented leadership style has strong association with the contract performance.	Rejected

*Results on employee oriented leadership style and Employment contract*

The results of the statistical analysis on employee oriented leadership style and the measures of employment contract



The relationship between employee oriented leadership style and changes in the structure of contract formation was tested statistically at a 0.01 significant level, the test correlation value of 0.907 and the corresponding significant value of 0.000, showed that a strong positive and significant relationship exist between employee oriented leadership style and contract formation

The relationship between employee oriented leadership style and changes in the structure of termination was tested statistically at a 0.01 level of significance, the correlation value of 0.924 and the test significant value of 0.000, revealed that a strong positive and significant relationship exist between employee oriented leadership style and the changes in the structure of termination.

The relationship between employee oriented leadership style and changes in the structure of termination was tested statistically at a 0.01 significant level, the correlation value of 0.911 and the test significance value of 0.000, showed that a strong positive and significant relationship exist between employee oriented leadership style and changes in the structure of termination.

#### IV. DISCUSSION OF FINDINGS

The essence of discussing the finding of a study is to enable and guide the researcher in drawing worthwhile conclusions.

##### *Positive and Significant Relationship between employee oriented leadership style and Employment contract*

The finding relating to the association between employee oriented leadership style and employment contract revealed the existence of a positive and significant relationship. Evidence revealed that employee oriented leadership style is a dimension that enables the business firms to look inwards for qualified and suitable category of staff to fill vacant leadership positions. Similarly, Thom-Otuya (2003) opined that when business organizations indulge in employee oriented leadership style, they attempt to build the confidence of human resources management and distribution firms as they firms are encouraged to perceive that their quality of employees are high enough to secure them employment positions in big business organizations.

It is thus evident from the above that when employee oriented leadership style is practiced by both local and international business organizations; such will play instrumental roles in enhancing the employment relations between the management of the businesses in question, and their body of professional and non-professional employees.

The findings from our present study thus corroborate the earlier finding of For Colvin (2008). in which they found out employee oriented leadership style is positively and significantly associated with employment relationship that could leads to good contract formation in such a way that the quality of staff that are most often recruited through in country outsourcing are those that can easily adapt and fit into the job specifications of their employing organizations, and such usually help to fast tract the desired growth for these organizations, especially as it relates to their financial and

material resources. Consequent upon the finding of the research study, the researcher thus deduced that employee oriented leadership style as a impacts considerable influence on the employment contract of oil and gas organizations.

#### V. CONCLUSION, IMPLICATIONS AND RECOMMENDATIONS

The essence of this correlational study was to empirically examine the nature and extent of relationship that exist between employee oriented leadership style and employment contract in the Nigerian oil and gas industry, as well as it relates to the Oil and Gas Labour Unions, and Federal Ministry of Labour. The findings from the analyses showed that there exist, a relationship between the dimension employee oriented leadership style measures of employment contract used in this study. Consequent upon these findings, the researcher thus, arrived at the following conclusions.

##### *Employee oriented leadership style and contract formation*

In the test of relationship between employee oriented leadership style and changes in the structure of workplace contract formation in the oil and gas/industry, the results of the univariate and bivariate analyses revealed that there is a strongly positive and significant relationship between employee oriented leadership style and contract formation. Thus, the researcher concludes that the structure of workplace contract in the Nigeria oil and gas industry is influenced by employee oriented leadership style.

##### *Employee oriented leadership style and contract termination*

In the statistical test of relationship between employees oriented leadership style and contract termination, in the Nigerian oil and gas industry, the result of the univariate and bivariate analyses showed that there is a strong positive and significant relationship between employee oriented leadership style and contract termination. Therefore, the researcher concludes that, employees in the oil and gas industry in Nigeria, is influenced by employee oriented leadership style.

##### *Employee oriented leadership style and performance*

In the test of association between employee oriented leadership style and performance in the oil and gas industry in Nigeria, the results of the univariate and bivariate analyses revealed that a strong positive and significant relationship exist between employee oriented leadership style and changes in the structure of workplace performance. Thus, the researcher concludes that, employee oriented leadership style seriously influenced the structure of workplace performance in the oil and gas industry in Nigeria.

##### *Implications of the Study*

The perceived implication of this study is premised on two major perspectives; these are the theoretical implications, and the practical implications. These are presented below.

##### *Theoretical implications*

In this present study, the theoretical implication shows that the effectiveness of employment relations in the oil and gas industry in Nigeria, depends to a great extent, on the quality of outsourcing practiced by the organizations in the study area. The researcher therefore asserts that;

- (i) The cordial relationship expected of the various employment parties in the oil and gas industry depends on

the effectiveness of in-country outsourcing as practiced and applied by firms in these oil and gas industry in the area of study.

*Practical implications*

The perceived practical implication of this extant study reveals that, for the oil and gas firms to enhance their employment relations they would have to improve and build on the value and quality of their outsourcing practices. The researcher therefore emphasizes that to;

- (i) Maintain cordial relations between the employment contract the firms operating in the Nigerian oil and gas industry will need to ensure effectiveness in their employee oriented leadership style activities in order to maintain suitable employment relations in the industry.

*Recommendations*

In view of our findings in this study as they relate to employee oriented leadership style and employment contract in the oil and gas industry in Nigeria, the following recommendations are thus proffered by the researcher;

- (i) Those organizations operating in the oil and gas industry in Nigeria, whose objectives include improving on the employment relations in their firms, should endeavor to sustain a standard employee oriented leadership style practice which will be instrumental in bringing about positive relationships between the employer(s) and employees in the workplace environment.
- (ii) There is an urgent need for firms in the oil and gas industry in Nigeria to effectively standardize their employee oriented leadership style procedures to ensure that the desired employment relationship between the employer and employees.
- (iii) Employee oriented leadership style practices should be regularly applied in the oil and gas industry to complement other available options as this would often enable the firms in the industry to explore local talents and thus maintaining positive relationship with their immediate operational environment.

REFERENCES

[1] Ahiauzu, A. I. (2006). *The social research processes*. An unpublished seminar study on: Advanced Social Research Methods), Port Harcourt, SIMRAT. 13-15.  
 [2] Bales, R. A. & Plowman, J. N.W. (2008). Compulsory arbitration as part of a broader employment dispute resolution process: the anheuser-busch example. *Hofstra Labor and Employment Law Journal: 26: 12.*

[3] Baridam, D.M. (1993). *Research methods in administrative sciences*, Port Harcourt: Belk publishers.  
 [4] Chikwe, J. E. (2012). *Corporate social responsibility and organizational effectiveness of oil companies in Nigeria*. An unpublished Ph.D. dissertation, Department of Management, Rivers State University of Science and Technology, Port Harcourt, Nigeria.  
 [5] Biriowu c.s & Obibhunun. L (2021). *Intra organizational outsourcing and employment contract in the Nigeria Oil and Gas industry*. International journal of science & Engineering Research; 12(8)2229-5518  
 [6] Choi, S.J., & Theodore, E. (2009). *Punitive damages in securities arbitration: An empirical study*. Cornell Legal Studies Research Study No. 1322482; NYU Law and Economics Research Study. 1; 09-01.  
 [7] Clermont, K.M. & Schwab, S. J. (2004). How Employment Discrimination Plaintiffs Fare in Federal Court. *Journal of Empirical Legal Studies 1; 2: 429.*  
 [8] Colvin, A. J. S. (2004). Adoption and use of dispute resolution procedures in the nonunion workplace. *Advances in Industrial & Labor Relations, 13, 69-97.*  
 [9] Colvin, A.J.S. (2008). Empirical research on employment arbitration: Clarity Amidst the Sound and Fury? *Employee Rights and Employment Policy Journal, 11(2), 405.*  
 [10] Cooper, D. R. & Schindler, P.S. (2001). *Business Research methods*. 7ed. Boston: McGraw Hill, Co.  
 [11] Delmotte, J. & Sels, L. (2008). HR outsourcing: threat or opportunity? *Personnel Review. 37(5) 543-563.*  
 [12] Eisenberg, T. & Hill, E. (2003). Arbitration and litigation of employment claims: An empirical comparison. *Dispute Resolution Journal. 44, 58; 4.*  
 [13] Espino-Rodriguez, T. F. & Padron-Robaina, V. (2005). A resource-based view of outsourcing and its implications for organizational performance in the hotel sector. *Tourism Management. 26, 707-721*  
 [14] Flynn, G. (1999). Temporary staffing carries legal force. *Business week, September edition.*  
 [15] Leimmbach, M. P. (2005). Invited reaction: outsourcing relationship between firms and their training providers: The role of trust. *human resource development quarterly, 16(1) 27-32.*  
 [16] Lee, R. P. & Daekwan, K. (2010). Implications of service processes outsourcing on firm value. *Industrial Marketing Management, 39, 853-861.*  
 [17] Opigo, H.E. (2009). *Organizational politics and growth in Nigerian catering firms*. An  
 [18] Sherwyn, D., Samuel, E., & Michael, H. (2005). Assessing the case for employment arbitration: a new direction for empirical research, 57. *Stanford Law Rev. 1557.*  
 [19] Uvieghara, E. E. (2001). *Labour Law*. An International Encyclopaedia for Labour Law and Industrial Relations, Kluwer Law and Taxation Publishers, Dev. The Netherlands - Blanpain, R. (Ed).  
 [20] Zeb-Obipi, I. (1998). *Research methods*. Monograph on a Research methods course, Port Harcourt; FMS, RUST.  
 [21] Zebulun, I. (1997). *Analytic Constructs of Organizational Action: implications for Research methodology*, a Doctorial seminar study. Port Harcourt. FMS, RUST.