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MINISTRY OF LABOUR, SOCIAL SECURITY AND INDUSTRIAL RELATIONS

Govt. Notice No. 74

THE REGULATION OF WAGES AND INDUSTRIAL RELATIONS ACT
(No. 18 of 1971)

NOTICE OF TERMS AND CONDITIONS OF EMPLOYMENT AGREED BY THE SERVICES TRADE GROUP NEGOTIATING COUNCIL

NOTICE IS HEREBY given in accordance with the Regulation of Wages and Industrial Relations Act (No. 18 of 1971) that the Terms and Conditions of Employment agreed by the Services Trade Group Negotiating Council on Tuesday, 13th November, 2001, and set out in the Agreement published hereunder constitute the recognised Terms and Conditions of Employment applicable to the Workers specified in this Agreement.

From the effective date of this Agreement all employers of workers to whom this Notice applies shall observe the recognised Terms and Conditions of Employment or such Terms and Conditions of Employment as are less favorable than the recognised Terms and Conditions.

J. G. GENDA,
Commissioner of Labour.

MINISTRY OF LABOUR, SOCIAL
SECURITY AND INDUSTRIAL RELATIONS
NEW ENGLAND
FREETOWN.

COLLECTIVE AGREEMENT BETWEEN EMPLOYERS IN THE SERVICES TRADE GROUP NEGOTIATING COUNCIL IN THE REPUBLIC OF SIERRA LEONE AND ARTISANS, PUBLIC WORKS AND SERVICES EMPLOYEES UNION, MUNICIPAL AND LOCAL GOVERNMENT EMPLOYEES UNION, NATIONAL UNION OF FORESTRY PLANTATION AND AGRICULTURAL WORKERS, SKILLED AND MANUAL PRODUCTIVE WORKERS UNION, PROVINCIAL AND GENERAL WORKERS UNION AND SIERRA LEONE UNION OF SERVICES AND ALLIED WORKERS.

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Terms and Conditions of Service for Services Employees below supervisory level in the Republic of Sierra Leone

Collective Agreement between Employers in the Services Trade Group Negotiating Council in the Republic of Sierra Leone and Artisans, Public Works and Services Employees Union, Municipal and Local Government Employees Union, Provincial and General Workers Union, National Union of Forestry Plantation and Agricultural Workers, Skilled and Manual Productive Workers Union and Sierra Leone Union of Services and Allied Workers.

THIS AGREEMENT is made in Freetown this *13th* day of *November, 2001* between Employers in the Services Trade Group (hereinafter referred to as the Employers) on the one part and the Artisans, Public Works and Services Employees Union, Municipal and Local Government Employees Union, National Union of Forestry, Plantation and Agriculture Workers, Skilled and Manual Productive Workers Union and Sierra Leone Union of Services (hereinafter referred to as the Unions) on the other part.

The following Unions were granted Bargaining Certificate in the Services Trade Group:—

1. Artisans, Public Works and Services Employees Union,
3. National Union of Forestry, Plantation and Agriculture Workers,
4. Skilled and Manual Productive Workers Union,
5. Provincial and General Workers Union, and
6. Sierra Leone Union of Services and Allied Workers.

Any subsequent Union granted the relevant Bargaining Certificate should be included in the above list.

This Agreement is to be read in conjuction with and it is supplementary to the Regulation of Wages and Industrial Relations Act No. 18 of 1971.

All workers to whom this Agreement applies should acquaint themselves with the Terms and Conditions set out therein and ensure that they are receiving not less than the minimum Terms and Conditions applicable.

Preamble

In accordance with the Regulation of Wages and Industrial Relations Act No. 18 of 1971, a Trade Group Negotiating Council for the Services Trade Group was set up and has the following powers and functions:—

ARTICLE 1—POWERS

The Powers of the Trade Group Council shall be:—

(a) Peacefully to negotiate salaries and wages, terms and conditions of service for all employed ***persons below supervisory level*** consistent with the financial resources of the Trade Group Council and the mutual advantages to be derived from successful enterprise in terms of providing salary and wage earning employment and retirement benefits.

(b) To eradicate industrial conflict by harmonising the aspirations of Management and Workers.

(c) To create such mutual confidence between Management and Workers as will serve their best interests and

(d) To this end to promote Management and Workers education programmes designed to increase consciousness of each other's difficulties, the benefits of improved skills and high productivity and of respect for each other's property.

ARTICLE 2—FUNCTIONS

1. The terms of this Agreement shall apply to all workers other than those discharging supervisory functions in any of the enterprises constituting the Services Trade Group as agreed to by the parties, to agree to Salaries and Wages, Terms and Conditions of service within the Trade Group including the power to fix holidays with pay to be allowed to workers by their employers and the power to fix overtime rates of pay in respect of hours

Article 3—Definition of Worker

For the purpose of this Trade Group Negotiating Council the Term 'Worker' includes all workers in the Services Trade Groups that is Government workers not covered for in the other existing Trade Groups Negotiating Councils; Civilian workers of the Armed Forces (Police and Army) Educational Institutions (excluding the Teaching Professional Services, Trade Associations; Legal Services, Religious Organisations, Welfare Institutions, Labour Organisations, Community and other Recreational Services; Personal Services including Laundry and Funeral Homes, Security Services, Foreign and Diplomatic Missions and Non-Governmental Organisations (NGOs) (Internal and External).

Article 4—Definition of Supervisor

A Supervisor is any worker having authority in the interest of the establishment to recommend the hire, transfer, suspension, lay-off, recall, promotion, discharge, reward or discipline of other workers, and having the authority to adjust their grievances or effectively to recommend such action if the exercise of such authority is of mere routine or clerical nature but require the use of independent judgement and receiving remuneration above any of his subordinates.

Article 5—Hours of Work

(a) The normal working hours per week shall consist of 40 hours spread over five (5) days Mondays through Friday.

(b) The normal working hours per week and the days involved can be varied by written agreement between an employer and the Union representative but in such a manner that the total hours shall not exceed Forty (40) hours in any one week.

(c) Hours worked on the normal rest days (i.e. Saturdays and Sundays or other substituted rest days) and *Gazetted* Public Holidays shall be paid double time.

(d) The normal working hours for watchmen, Security Men, Gatemen shall be 12 hours per day, Five (5) days per week Monday to Friday.

Any hours worked over 60 hours per week shall be considered double time.

(e) By agreement with the appropriate Trade Union representative, the working days can be varied to suit the operational requirements of the establishment. The total hours worked in any case shall not exceed 40 hours in every week for the general work force and 60 hours for Watchmen, Securitymen and Gatemen in any one week.

Article 6 — Probationary Period

(a) All workers covered by this Agreement shall, upon engagement, serve a probationary period of six (6) months. If during this period a worker has not shown him/herself sufficiently suitable for appointment, the employer may, either terminate the employment without notice or have the probationary period extended for a further period of three (3) months. On no account shall the total probationary period exceed nine (9) months.

(b) Where a worker has been confirmed after the period of probation, the worker shall automatically become eligible for absorption in the employers permanent establishment including the Social Security Scheme pension or provident fund.

(c) In government departments, where such conditions have been governed by internal regulation, absorption exercise shall be jointly determined by the appropriate trade union and management, in any case such temporary employment shall not exceed 3 years for absorption into the permanent pensionable establishment.

(d) Under this article all workers so employed shall be issued with a letter of appointment.

Article 7—Overtime

Any period of time worked in excess of the agreed normal working hours shall be counted as overtime. Where possible all overtime shall be paid with workers' wages or salary.

In no case shall it be paid later than the 15th of the subsequent month.

Article 8 — Annual Leave and Leave Allowance

(a) All workers covered by this Agreement shall be entitled to paid Annual Vacation Leave in respect of each completed year of service with the same employer.

(b) The granting of such entitlement shall be subject to the exigencies of the employer's operation who may have the leave of a worker deferred as circumstances may warrant. Where a worker's leave is deferred, he or she shall be notified in writing.

(c) No worker's annual leave shall be deferred for more than two years without the consent of the worker. It is further agreed that where any leave is accumulated, a worker shall receive leave allowance in respect of each year.

(d) A worker covered by this Agreement shall be entitled to two (2) days travelling time each way in addition to leave earned when proceeding on vacation leave.

In case of a worker who had served over 12 months and whose services are terminated but has completed three (3) months service, the worker shall be entitled to proportionate leave.

ARTICLE 9 — LEAVE RATES FOR ALL CATEGORIES OF WORKERS EXCEPT SECURITYMEN, GATEMEN AND WATCHMEN SHALL BE AS FOLLOWS:—

From	1 -/3 years of service	...	21 working days
Over	3 – 5 years of service	...	26 working days
	5 –10 years of service	...	31 working days
	10–15 years of service	...	36 working days
	Over 15 years of service		38 working days

(a) LEAVE RATES FOR SECURITYMEN/GATEMEN AND WATCHMEN

From	1–3 years service	...	28 working days
over	5 – 10 years service	...	32 working days
	Over 10 years service	...	38 working days

(b) ANNUAL LEAVE ALLOWANCE

A worker proceeding on Annual Leave shall be entitled to Leave Allowance as follows:—

All categories of workers shall be paid a leave allowance of Sixty Thousand Leones (Le60,000.00) when proceeding on leave.

ARTICLE 10—LEAVE EMOLUMENTS

A worker may opt to receive his/her salary and other allowances in respect of the leave period when proceeding on leave.

ARTICLE 10 (B)—LEAVE ROOSTER

The employer shall prepare a full leave roster annually showing date to proceed on leave and number of days for each worker.

ARTICLE11—RENT ALLOWANCES

A rent allowance of Eight Thousand Leones (Le8,000.00) per month shall be paid to all categories of workers.

AARTICLE 12—MEDICAL FACILITIES

(a) Parties to this Agreement recognise the desirability to provide medical schemes to be known as "MEDICARE". Medicare means the provision of basic first aid facilities up to the service of a qualified Medical Officer where through joint union and employer consultation, it is considered necessary to have such Medical Officer in an establishment. Cases needing advanced medical aid must however be referred to a qualified Medical Officer.

(b) Where such medicare service is established, medical treatment and transport by ambulance or suitable employer's vehicle from place of work or specific point to a treatment centre shall be provided free of charge.

(c) In the absence of an employer's medical service the employer shall pay the cost of all out-patient and in-patient treatment of a worker at a Government hospital or registered medical establishment including the cost of drugs, and free tooth extraction. In the case of emergency, the worker may consult a private doctor in which case, the worker shall report his/her illness to the Company's Medical Officer within 48 hours. Exceptional cases will however be considered by Management and the Union.

(d) Alternatively in the absence of an employers medical service or (MEDICARE) the employer shall pay Le500.00 per day to all daily rated worker and Le13,000.00 per month to all monthly salaried workers to cover medical consultation and drugs. It is however, agreed that no payment shall be paid for days absent without reasonable excuse.

(e) With regards to (d) if it is observed that the cost of essential drugs and other medical facilities have been increased, the employers shall agree to discuss with the appropriate union concerned the revision of the amount to meet with the increased cost.

(f) Notwithstanding the above provision the employer shall take full responsibility for hospitalisation, including surgical treatment, where this is certified by the Company's doctor or retainer.

(g) It shall be a condition under this Agreement that a worker receiving private medical treatment authorised by the employer's Medical Officer shall cause the private doctor to render a full account of his/her illness to the employer's Medical Officer.

(h) It is further agreed that medical facilities shall be extended to families of workers, that is, wife, husband and three children under 18 years of age.

ARTICLE 13—PREVENTIVE MEDICARE EXAMINATION AND TREATMENT OF WORKERS

A worker who handles or come into contact with rubbish or dead animals or any corps of dangerous diseases or who is engaged in work in which there is the possibility of inhaling dust, chemicals and similar substances shall be medically examined once in four months by a doctor nominated by the employer at the employer's expense, and treatment provided where necessary.

ARTICLE 14—MATERNITY LEAVE

Where a female worker who has served a period of twelve months and who becomes pregnant and applies for maternity leave, shall be eligible for a minimum of 12 weeks maternity leave on full pay.

Where it is still necessary to have further medical treatment after exhausting her maternity leave entitlement, an additional leave shall be granted to her from her sick leave entitlement.

The worker shall be required to produce a medical certificate signed by a qualified Medical Officer stating the approximate date of confinement. The apportionment of maternity leave shall be decided by the Medical Officer.

ARTICLE 15—SICK LEAVE

Where a worker falls sick and his/her sickness is supported by a Certificate from the Establishment's Medical Officer as the case may be he/she shall be granted paid sick leave in any one Calendar Year of twelve (12) months as follows:—

1–5 years service ... followed by	... 35 days on full pay and 35 days on half pay
Over 5 years service followed by	... 42 days on full pay and 42 days on half pay
Over 10 years service followed by	... 47 days on full pay and 47 days on half pay

Notification of illness shall be given to the employer within 48 hours.

ARTICLE 16—EXTENDED SICK LEAVE AND MEDICAL BOARD

Notwithstanding the period of paid sick leave as herein agreed the parties recognise the need for extending a worker's paid sick leave. In such an event both parties shall be guided by an independent qualified medical opinion as to any further period of paid sick leace to be allowed. In all cases continuation of the worker's service or the granting of any further additional sick leave shall be determined by a Medical Board approved by both parties.

ARTICLE 17—LEAVE ON URGENT PRIVATE AFFAIRS

Leave on urgent private affairs shall be granted with pay to workers up to 15 days a year and such leave shall be deducted from the worker's next annual leave. Only workers who have completed 12 months service with the same employer shall be entitled to U.P.A. Leave.

ARTICLE 18—TRANSFER, PERMANENT, TEMPORARY AND EMERGENCY

A worker is subject to be transferred to any part of the Country (Sierra Leone) where his establishment may have operations, and when such transfers are planned or contemplated, the employer shall give at least six weeks notice to the worker concerned except in cases of emergency.

(b) When an employer required by his employer to be permanently transferred to any place other than his normal place of work within Sierra Leone, the employer shall undertake to transport or to pay full transportation costs to the worker, his wife/husband and up to a maximum of four children up to 19 years of age plus a servant at current road transport rates. If the employee is transferred back, resigned or is terminated, his wife/husband and family shall be provided with similar transport or transportation costs, provided that in the case of resignation or termination the employee concerned shall apply for his/her transport facilities within six months of ceasing employment.

An employee so transferred shall be entitled to a top a removal allowance of Le60,000.00 for temporary transfer of less than 3 months duration a worker shall be paid the following out-of-station allowance, and shall not received removal allowance:

All categories of workers with accommodation Five Thousand Leone (5.000.00 per night.

All categories of workers without accommodation Twelve Thousand Leones (Le12,000.00) per night.

CLAUSE 19—ACTING ALLOWANCE

When a worker performs the normal duties of a post in a higher classification or grade for at least Twenty Six (26) days, he/she shall be paid an allowance equivalent to the difference between his/her current salary/wages and the minimum of the current salary/wages of the grade of the post in which he/she is acting; where his/her current salary is already more than such minimum the difference shall be calculated from the next higher point in the grade.

ARTICLE 20—DISCIPLINE

Where the services of a worker have not proved satisfactory or where a worker commits a minor offence which does not merit dismissal the following procedure shall apply:—

(a) For the first, second and third offences a written warning shall be given in respect of each offence and before such warning, the worker shall be given the opportunity to defend/himself/herself. After three such warnings a fourth offence of continued unsatisfactory service within 12 months from the date of the first offence shall give the employer the right to terminate the services of the worker concerned. The above procedure does not preclude verbal warnings or suspension at the discretion of the employer. Any written warnings given under this article shall cease to have effect after a period of 12 months.

(b) Dismissal shall be effected by the employer without notice at any time if the employee is guilty of serious misconduct or of any serious breach in the observance of the employer's safety regulations after thorough investigation by the employer.

(c) In respect of dismissal for gross moral misconduct and or negligence or for a matter under investigation as provided for in article 20 (a) above the employer can suspend the worker on half pay pending the result of criminal or disciplinary proceedings. If the suspension is not followed by dismissal, the worker shall continue in his/her employment and shall be paid the balance of his/her salary/wages for the period which he/she is suspended.

(d) Examples of offences for which the worker is liable to dismissal without notice:—

1. Gross misconduct or serious negligence;
2. Unauthorised use of time cards;
3. Knowingly concealing from his employer an infectious or contagious disease;
4. Consumption of intoxicating liquor on the employer's premises except on occasions approved by Management;

5. Possession of cannabis sativa or similar drugs on the employer's premises;

6. Being under the influence of intoxicating liquor or canabis sativa or similar drugs whilst on duty, confirmed after medical examination;

7. Proven stealing or attempted theft of employer's or other worker's property;

8. Conduct calculated seriously to injure the employer's business;

9. Gross in subordination; and

10. Fighting during working hours.

Article 21—Termination of Service

Where employment is terminated by the employer other than in the case of dismissal in accordance with article 20 (d) of this Agreement, the employer shall give one month's salary in lieu of notice in respect of monthly paid workers and a day's pay in lieu of notice in respect of daily rated workers. The employer shall also comply with article 42 if the worker is eligible. A worker who intends to resign his/her appointment shall similarly give notice as specified above or pay in lieu thereof.

Article 22—Grievance Procedure

The intent of the parties hereto is to establish the means for the prompt disposal and amicable settlement of all complaints arising out of the application or interpretation of the terms of this Agreement. Should any difference arise between the employers and their workers or the Unions as to the interpretation, compliance with, or application of the provisions of this Agreement an earnest effort shall be made to settle such matters at the lowest level possible in accordance with the following procedure:—

Step 1 — Attempt shall be made by the aggrieved worker to discuss the grievance verbally with his/her immediate supervisor. This should be done as soon as possible after the case of the grievance arises. Should the immediate supervisor be unable to settle the grievance satisfactorily, the Shop-Steward accompanied by the worker shall discuss the grievance with the immediate head. If the grievance is not settled the matter shall be brought to the attention of the Sectional Head within 2 (two) working days.

Step 2 — The Sectional Head with the Shop-Steward shall attempt to dispose of the grievance. If they are unable to do so satisfactorily within 3 (three) working days, the matter shall be formally reported in writing to the Officer-in-charge of Personnel Affairs.

Step 3 — The Officer-in-Charge of Personnel Affairs and the worker together with the Shop-Steward shall attempt to dispose of the grievance. Nevertheless, as soon as a grievance is brought up at this level in respect of Union members, the Shop-Steward shall notify the Secretary General of the Union.

Step 4 — The Secretary General shall arrange to meet Management and this meeting shall be held within 4 (four) working days from the date of report.

Step 5 — In the event of failure to resolve the matter at Step 4 (four) either party shall be free to report the matter to the Commissioner of Labour in writing copied to the Minister of Labour.

Step 6 — In the event of the matter not being resolved, either party shall report the circumstance to the Minister of Labour in accordance with sub-section 2 of paragraph 17 of Act. No. 18 of 1971 The Regulation of Wages and Industrial Relations.

Notwithstanding the above, grievance of a very serious nature shall be taken up by the Union Secretary direct with Management and *vice versa*.

The existence of this grievance procedure shall not prevent either party to this Agreement from initiating informal exchange of views with the other party on matters of mutual interest whether or not those matters covered by the provisions of this Agreement.

Article 23—Redundancy

(a) Redundancy is defined under this Agreement as the involuntary loss of employment through:

(i) No fault of the worker by reason that his employer has ceased or intends not to carry on the business or part of it for which the worker was employed and that the worker shall not be replaced by another worker;

(ii) A change in the method of operation or administration of the business or any part thereof which results in either a reduction in the work force requirements of the employer concerned or a change in the type of skills, qualifications and experience which a worker must possess to perform the duties required of him;

(b) Before declaring any worker redundant in a given post the employer shall undertake to explore the possibility of using his services in alternative employment; the employer further undertakes to retain potentially redundant workers where such worker can be retained for alternative employment within an establishment.

(c) When a situation involving redundancy occurs or is considered likely to occur in an establishment, the employer shall give the earliest warning in confidence to the Secretary General of the Union. He shall invite him to consult and discuss the plans. The employer

and the Secretary General shall consult together in good faith with a view to ensuring that the steps taken by the employer to deal with the redundancies are fully explained to the individual workers concerned with as much notice as possible and that the redundancies are carried out equitably. At least three months notice of such redundancies shall be given by the employer to the Union Secretary. Workers to be affected shall be informed of the termination of their employment no less than two months prior to the effective date.

(d) Normal notice shall be given to workers who are to be made redundant.

(e) Where skill, ability and performance are considered to be equal a worker who is junior in respect of length of service within the establishment shall be discharged in respect of redundancy before a worker who is senior in length of service.

(ii) In the event of a worker being discharged in respect of redundancy he or she shall be granted his/her rights as provided for in law or by this Agreement.

(f) A worker declared redundant shall be placed on a recall list for twenty weeks following his/her discharge.

(g) In the event of a worker being redundant he/she shall receive redundancy compensation in accordance with Article 24 of this Agreement. Such redundancy compensation shall be in addition to any benefit to which the worker may be entitled e.g. Annual Leave, Leave Allowance and End of Services Benefits.

Article 24—Redundancy Compensation

From 1–5 years continuous service—30 working days pay for each completed year of service.

Over 5–10 years continuous service—35 working days pay for each completed year of service.

Over 10 years continuous service— 40 working days pay for each completed year of service

Article 25—Break of Service

If a worker is laid off and re-engaged by the same employer within 90 days, his/her services shall be considered continuous for the purpose of long service award provided he/she has not been paid redundancy compensation, and other benefits.

Article 26—Training

(a) The Employers and the Union agree to encourage and assist their workers to gain further training in their fields of activities; to increase efficiency, productivity, opportunities for possible advancement within the establishment where such opportunities exist. The Employer will endeavour to promote sound training schemes for their workers and to co-operate fully with the Unions on workers educational programmes intended to serve the purpose of section 11 (b), (c) and (d) of the Regulations of Wages and Industrial Relations Act No. 18 of 1971.

(b) Workers participating in examinations relating to the employers business and approved by the employer on production of the appropriate document shall be granted leave of absence on full pay on the days on which examinations are held and the cost of such examinations shall be paid by the employer.

(c) A worker who is offered training/scholarship by the employer/Union to pursue a course of study whether locally or overseas within the provision of the above section shall be granted study leave on full pay for the duration of the course of study.

Article 27 — Stoppage of Work

The employers and the Union recognise that the economic well-being of both employers and the workers is dependent upon the maintenance of harmonious relations and industrial peace. Therefore, with full cognisance of this objectives the employers and the Unions agree that in the event of any difference of opinion arising out of the interpretation or application of this Agreement or in respect of any other matter which may arise but is not referred to this Agreement they shall negotiation in good faith with a view to resolving the matter.

Article 28 —Personal Safety and Health Hazards

(a) Workers whose nature of work involves a risk of personal safety or potential health hazard shall at regular intervals or at all times as the case may be provided with the necessary protective clothing and or safety devices such as Rubber boots, Rubber suits, aprons, boots, masks, goggles, torchlight or any other appropriate devices as the nature of work may require.

(b) ***Safety Committees***

A joint safety committees shall be instituted to assess and determine situational safety requirements at the level of the enterprise and negligence either on the part of the employer or the workers in the enforcement or application of these provisions shall be considered as a very serious breach of this Agreement.

Article 29 — Protective Clothing

Notwithstanding Article 28 (a) above the undermentioned items shall be jointly approved by the employer and the recognised Trade Unions.

Workers who have been provided with any of these articles and neglect to use and maintain them in proper manner at all times shall be liable to disciplinary action.

Any loss or wilful damage to any of these items shall be paid for by the worker or failing which, the employer will replace the item and deduct the cost from the workers' wages/salary.

1. Robber boots for Securitymen, Watchmen and Grass Cutters,

2. Milk and goggles for Welders,

3. Touch light and batteries and whistle for Watchmen and overalls for Security Guard and Watchmen.

4. Rain coats for Watchmen, Security Guards and Drivers, Uniforms for Messengers, Cleaners, Clerks and Security Guards,

5. Overall for Painters and Sprayers,

6. Overall for Electricians, and Auto Electricians; safety boots and overall for Garage workers, Welding mask, codliver oil for Block Makers, Store workers and goggles and overall for wood workshop carpenter and machines and cutlass for grass cutters.

(b) The life time for these articles shall be:—

(a)	Touch light	...	4 months
(b)	Boots and gloves	...	6 months
(c)	Two (2) overalls	...	1 year
(d)	Rain Coats	...	1 year
(e)	Two (2) goggles	...	1 year
(f)	One (1) whistle on engagement	...	1 year
(g)	Two (2) uniforms	...	1 year
(h)	Six (6) welding masks		1 year
(i)	Three (3) cut-lasses for		1 year
(j)	One (1) tin milk	...	daily

ARTICLE 30—TRANSPORT AND TRANSPORT ALLOWANCE

(a) Where a worker reports for work and is assigned and transported to another work site, the employer shall be responsible to provide transportation back to the original place of work. Should the worker be required to remain at work after 6.00 p.m., it shall be the responsibility of the employer to provide suitable transport to an agreed point near the worker's home. Where the worker has not been provided with transport in accordance with the foregoing provision and incurs any expenses in this respect, the employer shall fully reimburse such expenses to be claimed by the worker.

(b) All workers covered by this Agreement shall receive a monthly transport allowance of Le30,000.00.

ARTICLE 31—RECOGNITION OF TRADE UNIONS

After a Union has been issued with the appropriate collective Bargaining Certificate issued by the Minister of Labour, it shall be recognised by employers for the purpose of negotiation and for the introduction of the Check-Off System.

ARTICLE 32—UNION REPRESENTATIVES/SHOP STEWARD

(a) There shall be Shop Stewards in the establishment covered by this Agreement who shall be so recognised by the employer. Shop Stewards shall receive all complaints of the workers as well as those of the employers during working hours which they shall try to adjust, except in such matters as herein otherwise provided for.

In the event such dispute can not be amicably settled by the Shop Stewards and employers, such matter shall be brought to the attention of the appropriate Union Secretary for settlement. If this fails, the procedure as outlined in Article 22 of this Agreement shall be invoked.

(i) An accredited representative of the Union shall be allowed to visit an establishment to ensure that the conditions set forth in this Agreement have been fulfilled, or for business relative to Union matters with the knowledge of the Management, so long as such visits does not interfere with normal functions of the establishment.

(ii) It is agreed that the employers on their part undertake not to enter into discussion and negotiations on any subject referred to in this Collective Agreement with any individual purporting to represent the Union other than its accredited representatives. The Unions undertake to furnish the respective employers with a complete list of elected Shop Stewards and their assistants which shall be supplemented from time to time as may be necessary and to provide identification cause of such Shop Stewards.

(iii) It is agreed that employers or their agents shall at all times cooperate fully with Shop Stewards and their assistants in all

matters affecting Labour/Management relations. When it becomes necessary to transfer a Shop Steward, the employers shall give the Union adequate notice of its intention.

Article 33—Handicapped Workers

In the event of employee sustaining injuries at work or becoming affected by occupational diseases in the course of their employment and becoming physically incapacitated as a result thereof, every effect shall be made by the employer to give the handicapped employee a suitable employment.

Article 34—Non-victimisation

The employers and Unions agree that there shall be non-victimisation of any worker because of Union membership/activities in the course of his/her normal duties.

Article 35—Joint Consultation

A worker committee consisting of an equal number of worker's and employers' representatives shall be established to discuss matters relating to safety, welfare and the general improvement of the establishment as may be mutually agreed.

Article 36—Change of Trade or Occupation

Change of trade or occupation shall be mutually agreed between the employer and the worker concerned. Any such change shall not affect the services of the worker nor reduce his/her rate of pay and other conditions of employment except by mutual agreement in writing between the employer and the worker or his/her representative.

Article 37—Better Terms and Conditions of Employment

(a) Workers who, before this Agreement were enjoying better terms and conditions of employment related to either the status, occupation and or work situation appropriate and peculiar to the operations of any of the enterprises shall continue to do so.

(b) Consistent with Section 15 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971, the provision of this Agreement shall not prevent any employer from offering higher rates of pay and terms and conditions of service better than those contained in this Agreement, in consultation with the recognised Trade Union.

(c) It is agreed that a worker who for a period of not less than two (2) years had been Daily Wage, Temporary Clerical Assistant or Works Service Employee and is absorbed into the Permanent Public Service of the same employer shall not receive less Salaries/Wages and Allowance that before the worker was absorbed.

Article 38—Industrial Accident

The employers, the workers and the Unions shall co-operate towards the prevention of accidents and the promotion of safety regulations at the level of the undertaking or enterprises. All cases of industrial accidents shall be dealt with in accordance with the Workmen's Compensation

Article 39—Tools and Maintenance Allowance

(a) A tools maintenance allowance at the rate of Le1,000.00 per day shall be paid to workers who are required to use their own tools in the employers business.

(b) An approved list of tools shall be agreed between each employer in the enterprise and the Union concerned.

(c) The allowance shall be for the total number of days worked in any one monthly period and the tools shall be subject to periodic inspection by the employer or his agent.

(d) If at any regular inspection carried out by the employer or his agent the tools for which an allowance is being paid are not available, the allowance shall be withheld until the full kit is presented for inspection.

(e) All tools for which an allowance is paid shall be provided by the worker.

Article 40—Wage Claim

There shall be an increase of wages and salaries as follows:—

(a) Le2,000.00 per day increase to all daily rated workers.

(b) Le52,000.00 per month increase to all staff below supervisory level.

(c) In the case of Watchmen, Gatemen and Security Men an amount of Le250 per night shall be paid in addition to the above daily rates and monthly rates.

(d) The above increases shall be in addition to all existing salaries and wages of all workers covered by this Agreement.

Article 41—Daily Rates of Wages and Salaries

(a) The normal rates of pay agreed in this Agreement are payable for a normal working days of 8 hours, Mondays to Fridays, exclusive of meal times.

(b) Every employer shall pay to workers in his employment to whom this Agreement applies, a sum not less than the daily wage or monthly salary normally paid to the worker, provided that (i) he/she is willing to perform any service outside his/her usual occupation which in the circumstances he/she can reasonably be asked to perform during any period when work is not available for him/her in his/her usual occupation and he/she is capable and available for work.

(c) If a worker has been instructed to commence work at normal time by a supervisor and is then prevented

shall be paid a full day's wage. If a worker who has reported for work is told to wait at the job site by a supervisor after normal starting time in case the weather clears he/she shall receive a full day's pay whether he/she actually starts work on that day, provided he/she remains at the work site until he/she is told there is no work.

(d) If a worker is absent without permission and has not sent a medical certificate or fails to communicate with his/her employer giving reasons for his/her absence within 15 working days, the employer can temporarily replace him/her; however, should a worker return ***within 30*** working days of being absent and give satisfactory explanation for his/her absence the employer shall reabsorb him/her in his establishment. The employer shall have the right to ***terminate a worker*** who is absent without permission for a period exceeding 30 working days. When such a decision is contemplated the Union shall be (informed) in writing by the employer. The Union shall contact the employer within 15 working days of receipt of the notification.

ARTICLE 42 — GRATUITY ON RETIREMENT, RESIGNATION AND DEATH

(a) Any existing Pension/Provident, Ex-Gratia schemes being operated by the respective employers that are parties to this Agreement and any entitlement applicable to workers from which are more beneficial to those under Section (b) of this article shall continue to operate.

(b) Any worker who has served the same employer continuously for a period not less than one (1) year and whose services are terminated for reasons other than gross misconduct, or any worker who retires or dies shall be entitled to the following benefits:—

From 1–5 years	...	30 working days pay for each completed year of service
Over 5–10 years	...	37 working days pay for each completed year of service
Over 10 years	...	42 working days pay for each completed year of service

(c) An employee shall be required to give to his/her employer one (1) month's notice of his/her intention to resign or pay one month salary in lieu of notice.

ARTICLE 43—ANNUAL INCREMENTS

A worker who is on a salary scale shall normally be eligible for an annual increments. Normal increments shall be awarded every 12 (twelve) months depending on the date of appointment or promotion.

(a) Where a worker's work and conduct have not proved satisfactory and the award of a normal increment cannot be justified, the employee shall be informed in writing. A review of the case shall however be made three (3) months after the normal incremental date; if the worker still shows no improvement another review shall be made after the next three (3) months. If an increment is then awarded it shall take effect as from the first of the month following that decision or in special cases from a date within the previous six (6) months as may be determined by the employer.

(b) A worker appointed from temporary to permanent employment shall not be eligible for an increment until after he/she has completed twelve (12) months service in permanent employment. In the case of special ability, employers can decide to award an additional increment.

ARTICLE 44—SENIORITY AND PROMOTION

Existing staff shall normally be given first consideration in the matter of promotion, and when such vacancies occur the employer shall take into consideration merit, technical ability and length of service. The final decision on who is to be promoted shall rest with the employer.

ARTICLE 45—TEMPORARY WORK

The parties recognise instances when the contingent need for supplementary labour in respect of projects of limited duration may arise. In such cases the respective employer and the appropriate Union shall negotiate appropriate terms and conditions of employment consistent with the nature of the project where this is not already covered by the provisions of this Agreement in respect of Union members.

ARTICLE 46—PROTECTION OF SENIORITY

When a worker is transferred from one to another section of the employer's operations the worker so transferred shall maintain his/her seniority.

ARTICLE 47—CERTIFICATE OF SERVICE

On the resignation, retirement or termination of a worker a Certificate of Service shall be issued when requested by the worker.

ARTICLE 48—CANTEEN AND RECREATIONAL FACILITIES

The employers shall undertake to provide Canteen facilities, and to the extent possible recreational and other sporting

facilities to employees especially where no alternative facilities exist and shall where necessary, administer the Canteen jointly with the Union.

Article 49—Filling of Vacancies

When a vacancy occurs in any given section of the establishment for a post or position in which the element of technical training is not considered to be a crucial factor in the job content for such a post or position, the vacancy shall be internally advertised for serving workers of other sections to apply. Only when it is conclusively evident that serving workers do not possess the basic job requirement, will the employer attempt to fill the vacancy from outside.

Article 50—Insurance Coverage

The employers and the Unions recognise the nature of and changes in the environment which workers in the Services Trade Group perform their duties and agree that any employee exposed to risky work shall be provided with the necessary insurance coverage.

Article 51—General

Any matter not covered in this Agreement but which may affect the conditions of service of workers shall be subject to negotiations between the parties concerned. Where the matter is of a general nature affecting other employers in the Trade Group, the Council shall reconvene to discuss the matter at the expiration of Ten (10) Days notice to have been given by either party. Where the question cannot be peacefully resolved by the Trade Group Council, the issue shall be referred to the Ministry of Labour in accordance with Section 17 (i) of the Regulation of Wages and Industrial Relations Act No. 18 of 1971 for appropriate action.

Article 52—Duration of Agreement

The provisions of this Agreement shall come into force on the 1st day of October, 2001 and shall remain in force for a period of three (3) years.

(1) Two years nine months after the signing of this Agreement, the Trade Group Council shall meet to negotiate terms and conditions for a new Agreement. Any such new Agreement shall come into force immediately on the expiration of the current Agreement irrespective of the date on which the new Agreement is signed.

(2) At any time after ten (10) months and only twice during the life time of this Agreement, one month's notice in writing shall be given by either party for a review of rates of pay only.

(3) Such award irrespective of the date concluded, shall come into effect as from the 1st day of the thirteenth (13th) month of this Agreement.

(4) At any time after Twenty-Two (22) months after the signing of this Agreement, one month's notice in writing shall be given by either party for a review of rates of pay only. Such award irrespective of the date concluded, shall come into effect as from the first (1st) day of the twenty-fifth (25th) month of this Agreement.

APPENDIX "A"

CONSTITUTION AND RULES OF THE SERVICES TRADE GROUP NEGOTIATION COUNCIL

The name of the Council shall be **"THE SERVICES TRADE GROUP NEGOTIATING COUNCIL"** (hereinafter referred to as the "Council" as established under Section 17 (3) of the REGULATION OF WAGES AND INDUSTRIAL RELATIONS ACT NO. 18 of 1971 and consisting of the Employers in the Services Trade Group in the Republic of Sierra Leone (hereinafter called the Employers) on the one part and the Artisans, Public Works and Services Employees Union, National Union of Forestry, Plantation and Agriculture Workers, Sierra Leone Union of Services and Allied Workers and Skilled and Manual Productive Workers Union (hereinafter called the Unions) on the other part.

1. Objects

(a) To secure the most effective measure of Agreement and co-operation between the Employers and the Unions in all matters referred to in the Collective Agreement with a view to increasing efficiency and productivity combined with the well-being of those employed.

(b) To vary or amend from time to time the "Collective Agreement" decisions of findings reached by the Council.

(c) To secure the speedy and impartial settlement of disputes and grievances.

2. Membership

(a) The membership of the Council shall be fourteen (14) members consisting of seven (7) representatives of the employers and seven (7) representatives of the Union.

(b) The Employers and the Unions respectively may appoint alternate members for each of the seven (7) members whom they appoint. An alternate member may take the place of and act instead of the member for whom he/she is appointed to alternate for all purposes of the Council. Each side may bring not more than three (3) observers to any meeting.

(c) Each side shall have the right to withdraw any of its members from the Council should this be necessary and shall fill such vacancies as may occur by appointing a new member; such changes will be notified in writing.

3. OFFICERS

The Chairman and Vice Chairman of the Council shall be elected from among Council members at the first meeting of each session of the Council and in any case these positions shall alternate between the Companies and the Union. The Employers shall provide secretarial services. An independent Chairman may be elected for the specific negotiation as provided for in Section 10 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971.

4. MEETINGS

Meetings of the Council shall be called at the request of either the Employers or the Unions and shall be held in Freetown. Fourteen (14) days notice will be required for an ordinary meeting, and three (3) days notice for an Extraordinary Meeting.

5. QUORUM

A quorum shall consist of not less than three (3) representatives of the Employers and three (3) representatives of the Union.

6. RECORDING OF PROCEEDINGS OF MEETINGS

(a) Records of the meetings shall be prepared by the Secretary and shall not be circulated until jointly approved by both sides.

(b) Agreement reached between the Employers and the Unions in Council shall be in writing, signed by at least three (3) Accredited Representatives of each side, and countersigned by the Chairman. It shall thereafter be submitted to the Commissioner of Labour for Publication in the Sierra Leone *Gazette*.

7. *Failure to agree*

If the Council fails to reach agreement on any matters as provided for in Section 12 of the Regulations of Wages and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Minister for settlement as provided for in Section 17 of the Act.

8. *Amendment to Constitution*

The Council shall have the power to amend or add to this Constitution and Rules as it may think fit and in doing so either party shall, give the other two (2) months notice in writing of its wishes and will provide details of all proposed amendments or additions, negotiations on such amendments or additions shall be conducted by the Service Trade Group Negotiating Council. It is agreed that whilst negotiations are continuing this existing Constitution and Rules shall be in force.

Signatories to this Agreement

The Conditions of Employment and rates of pay set out in this Agreement were agreed on by the Services Trade Group Negotiating Council, in accordance with the provisions of "The Regulation of Wages and Industrial Relations Act No. 18 of 10th December, 1971".

This Agreement is effictive from 1st October, 2001.

For and on behalf of Employers in the Services Trade Group:—

Signed:—

L. E. JOHNSON (LEADER),
SIERRA LEONE EMPLOYERS FEDERATION

KADI K. FAKONDO,
SIERRA LEONE POLICE

A. M. SESAY,
DILS AGENCY

ISSA THOMAS,
M. E. S. A.

AIAH J. BUNDU,
HUGES SEC. INT.

EBEN V. COKER,
WACKENHUT

S. R. MACAULEY,
A. P. W. S. E. U.

For and on behalf of Employees below supervisory level in the Public Service Trade Group:—

Signed:—

TEJAN A. KASSIM (LEADER),
ARTISANS, PUBLIC WORKS AND SERVICES EMPLOYEES UNION

S. D. KARGBO,
NATIONAL UNION OF FORESTRY, PLANTATION AND AGRICULTURAL WORKERS

A. I. SESAY,
MUNICIPAL AND LOCAL GOVERNMENT EMPLOYEES UNION

ANSU C. MASSAQUOI,
S. L. U. S. A. W.

M. M. BANGURA,
N. U. F. P. A. W.

M. CONTEH,
EST. SEC. OFFICE

G. M. THOMAS,
SECRETARY

In the presence of:

M. A. DEEN,
Chairman.