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MINISTRY OF LABOUR, EMPLOYMENT AND SOCIAL SECURITY

Govt. Notice No. 214

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

NOTICE IS HEREBY given in accordance with (The Regulation of Wages and Industrial Relations (Act No 15 of 1971). That the Terms and Conditions of Employment agreed by the Collective Agreement between Employers in the Services Trade Group Negotiating Council in the Republic of Sierra Leone and the 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, on Tuesday, 14th December, 2010, and set out in the Agreement published hereunder constitute the recognised Terms and Conditions of Employment applicable to the Workers specified in the 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 not less favourable than the recognised Terms and Conditions.

A. F. MUSA,
Ag. Commissioner of Labour

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

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TERMS AND CONDITIONS OF SERVICE OF ALL SERVICES TRADE GROUP WORKERS 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 14th day of December, 2010 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 Agricultural Workers, Skilled and Manual Productive Workers Union, Provincial and General Workers Union and Sierra Leone Union of Services and Allied Workers (hereinafter referred to as the Unions) on the other part, which Unions at present hold the Bargaining Certificate for the Services Trade Group.

Any Union subsequently granted the relevant Bargaining Certificate shall be included in the above list.

This Agreement is to be read in conjunction with and 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 Regulations of Wages an Industrial Relations Act. No. 18 of 1971, a Trade Grou Negotiating Council for the Services Trade Group wa set up and has the following Powers:-

ARTICLE 1-POWERS:

The Powers of the Trade Group Council shall be:-

(a) Peacefully to negotiate salaries and wage Terms and Conditions of Service for a employed persons below Supervisory leve consistent with the financial resource of the Trade Group Council and the mutua advantages to be derived from successfu enterprise in terms of providing salary an wage earning employment and retiremer benefits.

(b) To eradicate industrial conflict b harmonizing the aspiration of Managemer and Workers.

(c) To create such mutual confidence betwee Management and Workers as will serv their best interest and

(d) to this end to promote Management an Workers education programmes designe to increase consciousness of each other difficulties the benefits of improved skil and high productivity and of respect fo each other's property.

ARTICLE 2-FUNCTIONS:

To agree to salaries and wages, Terms and Condition of Service within the Trade Group including the powe to fix holidays with pay to be allowed to workers b their employers and the power to fix overtime rates o pay in respect of hours worked in excess of the norm hours.

ARTICLE 3-DIFINITION OF WORKER:

For the purpose of this Trade Group Negotiating Counc the Term "Worker/Employee" include all workers i the Services Trade Group that is, government worke not covered for in the other existing Trade Grou Negotiating Councils, All Educational Institutions suc as Tertiary Institutions, Secondary and Elementar Schools (Private and Public) excluding the Teachin professional services. Trade Associations, Lega Services, Religious Organizations, Welfare Institution Labour Organizations, Community and othe Recreational Services, Personal Services such a Laundry and Funeral Services, Security Service Foreign and Diplomatic Missions, Non Governmenta Organizations (NGO's), National and International, Th Press and Media Houses (Radio and Electronic) Publ and Private.

ARTICLE 4-DEFINITION OF SUPERVISOR:

For the purpose of this Agreement, a Supervisor is worker/employee having authority in the interest o the Establishment to hire, transfer, suspend, lay-of recall, promote, discharge, reward or discipline of othe workers, and having authority to adjust the grievance of other workers or having the responsibility to tak such actions which is not merely of routine nature bu require the use of his/her independent judgment, an receiving remuneration above any of his/he subordinate.

ARTICLE 5-HOURS OF WORK:

(a) The normal working hours per week sha consist of 40 hours spread over five (days Monday 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 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, Security men 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/her self 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 employer's Permanent Establishment including the National Social Security Scheme.

(c) In Government Department, 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 three (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 and a copy of this Agreement.

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, calculated at time and half for normal working days and double for Public Holidays, and agreed normal rest days. In no case shall it be paid later than the 15th of the subsequent month.

ARTICLE 8–SEASONAL / CASUAL EMPLOYMENT:

It is recognized that the Employer may have cause to employ seasonal or casual worker for an established period. Such employment shall be for specific period only, and this will be clearly stated in the letter of employment to determine the notice of termination of such seasonal/casual employment. This type of employment shall also be under the Terms and Conditions of this Agreement.

ARTICLE 9–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.

(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 traveling time each way in addition to leave earned when proceeding on Vacation Leave.

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

ARTICLE 10–LEAVE RATES FOR ALL CATEGORIES OF WORKERS EXCEPT SECURITY MEN, GATEMENT AND WATCHMEN SHALL BE AS FOLLOWS:-

FROM	1	-	3	Years of Service	=	21	Working Days
OVER	3	-	5	"	=	26	"
	5	-	10	"	=	31	"
	10	-	15	"	=	36	"
OVER	-	-	15	"	=	38	"

(a) LEAVE RATES FOR SECURITY MEN/ GATEMEN AND WATCHMEN:

FROM	1	-	3	Years of Service	=	28	Working Days
OVER	5	-	10	"	=	32	"
	-		10	"	=	38	

(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 Annual Leave Allowance of Le120,000 when proceeding on leave. Any worker/employee who before this Agreement is receiving higher Annual Leave allowance shall continue to do so.

ARTICLE 11–PAYMENT IN LIEU OF ANNUAL LEAVE:

A worker may opt to receive his/her salary and any other allowance in respect of the leave period.

(b) LEAVE ROOSTER:

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

ARTICLE 12–RENT ALLOWANCE:

A Rent Allowance of Le25,000.00 per month shall be paid to all categories of workers. Workers / employees, who before this Agreement are receiving higher rent allowance, shall continue to do so.

ARTICLE 13–MEDICAL FACILITIES:

(a) Parties to this Agreement recognize 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.

(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 (such as Overseas Medical Treatment).

(d) Alternatively in the absence of an employer's Medical service or (MEDICARE) the employer shall pay Le3,000 per day to all workers to cover medical consultation and drugs, and that no payment shall be made 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 hospitalization, 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 authorized 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 (3) children under 18 years of age.

ARTICLE 14–MATERNITY LEAVE:

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 twelve (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 Annual and Sick Leave entitlement.. The worker shall be required to produce 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–PREVENTIVE MEDICARE EXAMINATION AND TREATMENT OF WORKERS:

A worker/employee who handles or comes into contact with rubbish or dead animals, or any corpse or 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 16–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 of service = 35 days on full pay and
followed by = 35 days on half pay
Over 5 years of service = 42 days on full pay and
followed by = 42 days on half pay
Over 10 years of service = 47 days on full pay and
followed by = 47 days on half pay

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

ARTICLE 17– EXTENDED SICK LEAVE AND MEDICAL BOARD:

Notwithstanding the period of paid sick leave as herein agreed the parties recognize the need for extending a worker's paid sick leave. In such event both parties shall be guided by an independent qualified Medical opinion as to any further period of paid sick leave 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 18–LEAVE ON URGENT PRIVATE AFFAIRS:

Leave on Urgent Private Affairs shall be granted with pay to workers up to 15 working 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 19–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 workers concerned except in cases of emergency.

(b) When an employee/worker is 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 cost to the worker, his wife/husband and up to a maximum of four children up to 18 years of age at current road transport rates.

If the employee/worker is transferred back, resigns 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/worker concerned shall apply for his/her transport facilities within six months of ceasing employment.

An employee/worker so transferred shall be entitled to a one off removal allowance of Le200,000.00 before he/she leaves his/her original place of work, For temporary transfer of less than 3 months duration a worker shall be paid the following out-of-station allowance, and shall not receive removal allowance.

All categories of workers with accommodation Twenty Thousand Leones (Le20,000.00) per night/day.
All categories of workers without accommodation Thirty Thousand Leones (Le30,000.00) per night/day.

ARTICLE 20–ACTING ALLOWANCE:

When a worker/employee performs the normal duties of a post in a higher classification or grade at least twenty one (21) working days, he/she shall be paid an acting 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

(b) Except in the case of illness or any leave of absence, no employee/worker shall be required to act in any vacant post for a period of six (6) months without confirmation.

ARTICLE 21-DISCIPLINE:

Where the services of a worker/employee have not proved satisfactory or where a worker/employee 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/employee shall be given the opportunity to defend himself/herself. After three such warnings a fourth offence of continued unsatisfactory service within twelve (12) months from the date of the first offence shall give the employer the right to suspend the worker/employee not exceeding 5 working days. 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/worker is guilty of serious misconduct or of any serious breach in the observance of the employer's safety regulations after thorough investigation by both the Union and employer.

(c) In respect of dismissal for gross misconduct and or gross negligence or for a matter under investigation as provided for in Article 22 below the employer can suspend the worker/employee on half pay pending the result of criminal or disciplinary proceedings. If the suspension is not followed by dismissal, the worker/employee 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) Example of offences for which the worker/employee is liable to dismissal without notice:-

(1) Gross Misconduct for serious negligence.
(2) Unauthorized 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 cannabis sativa or similar drugs whilst on duty, confirmed after medical examination.
(7) Proven stealing or attempted theft of employer's business.
(8) Conduct calculated seriously to injure the employer's business.
(9) Gross insubordination, and
(10) Fighting during working hours.

ARTICLE 22-TERMINATION OF SERVICE:

Where employment is terminated by the employer other than in the case of dismissal in accordance with Article 21 (d) of this Agreement, the employer shall give one month's notice or one month salary in lieu of notice in respect of monthly rated workers. The employer shall also comply with Article 43 if the worker is eligible. A worker/employee who intends to resign his /her appointment shall similarly give notice as specified above or pay in lieu thereof.

ARTICLE 23-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 procedures:-

Step 1-Attempts 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 Shopsteward 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 two (2) working days.

Step 2 -The Sectional Head with the Shopsteward shall attempt to dispose of the grievance. If they are unable to do so satisfactorily within three (3) 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 Shopsteward 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 Shopsteward 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 four (4) 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.

Not withstanding 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 these matters are covered by the Provisions of this Agreement.

ARTICLE 24-REDUNDANCY:

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

(i) No fault of the worker by reason that this 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/employees who are to be made redundant.

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

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

(g) A worker/employee declared redundant shall be placed on a recall list for Twenty Weeks following his/her discharged.

(h) In the event of a worker/employee being redundant he/she shall receive redundancy compensation in accordance with Article 25 of this Agreement. Such redundancy compensation shall be in addition to any benefit to which the worker/employee may be entitled to e.g. Annual Leave, Leave Allowance and End of Service Benefits.

(i) Both parties recognize the importance of the Shopsteward and agree that Shopstewards shall not be declared redundant unless circumstances demand that he should be declared redundant.

(j) It is agreed that employers shall give first consideration to redundant workers before any new employment.

ARTICLE 25-REDUNDANCY COMPENSATION:

From 1-5 years continuous service = 32 working days for each completed year of service

Over 5-10 years of continuous service = 35 " "

Over 10 years continuous service = 42 " "

ARTICLE 26-BREAK OF SERVICE:

If a worker/employee 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 27-TRAINING:

(a) The employers and the Unions 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 such as Apprenticeship Scheme for their workers and to cooperate fully with the Unions on workers educational programmes intended to serve the purpose of Section 19 (b), (c) and (d) of the Regulations of Wages and Industrial Relations Act No. 18 of 1971.

(b) Workers/employees 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 and 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 and on full pay for the duration of the course of study.

(d) Subject to the provision of Article 27, Employers shall introduce Apprenticeship Scheme for suitable workers/employees, such workers/employees shall be allowed to attend a recognized Institutions without any loss of benefits whatsoever, and shall be granted every opportunities to qualify as Tradesman/Professional.

ARTICLE 28-STOPPAGE OF WORK:

The employers and the Unions recognize 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 cognizance of this objective the employers and the Unions agree that in the interpretation or application of this Agreement or in respect of any other matter which may arise but is not referred to in this Agreement they shall negotiate in good faith with a view to resolving the matter amicably.

ARTICLE 29-PERSONAL SAFETY AND HEALTH HAZARDS:

(a) Workers whose nature of work involved a risk of personal safety or potential health hazard shall be provided at regular intervals 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 COMMITTEE: A joint Safety Committee 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 the Agreement.

ARTICLE 30- PROTECTIVE CLOTHING:

Notwithstanding Article 29 (a) above the under-mentioned items shall be jointly approved by the employer and the recognized Trade Union. 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 willful damage to any of these items shall be paid for by the worker failing which, the employer will replace the item and shall deduct the cost from the worker's wages/salary.

1. Rubber boots for Security/Guard, Watchmen and Grass Cutter.
2. Torchlight and batteries and whistles for Watchmen and Overalls for Security Guard and Watchmen.
3. Milk and Goggles for Welders.
4. Rain Coats for Watchmen, Security Guards and Drivers Uniforms for Messengers, Cleaners and Security men.
5. Overall for Electricians and Auto Electricians, Safety boots and Overall for garage workers, Welding Mask, Cod-liver Oil for Block Makers, Store Workers and Goggles and Overall for Wood Workshop Carpenters and Machinists and Cutlass for grass cutters.....
6. Overall for Painters and Sprayers.

(b)
(a) Torchlight - 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) Four (4) Batteries (Vinic) - 1 Week
(g) One (1) Whistle on engagement 1 Year
(h) Two (2) Uniforms - 1 Year
(i) Six (6) Welding Masks - 1 Year
(j) Three (3) Cutlasses for - 1 Year
(k) One (1) Tin Milk - Daily

ARTICLE 31-TRANSPORT AND TRANSPORT ALLOWANCE:

(a) Where a worker reports for work and is assigned and transported to another work sites, 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 such transport and incurs reasonable expenses in this respect, the employer shall fully reimburse such claimed expenses to the worker.

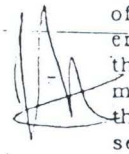
(b) All workers/employees covered by this Agreement shall receive a monthly transport allowance of Le80,000.00

ARTICLE 32-RECOGNITION OF TRADE UNION:

After a Union has been issued with the appropriate Collective Bargaining Certificate issued by the Minister of Labour, it shall be recognized by Employers for the purpose of negotiating and for the introduction of the Check-Off System.

ARTICLE 33-UNION REPRESENTATIVE/ SHOPSTEWARD:

(a) There shall be Shopstewards in the establishment covered by this Agreement who shall be so recognized by the employer. Shopstewards 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. In the event such dispute cannot be amicably settled by the Shopstewards 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 23 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 visit 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 selected Shopstewards and their assistants which shall be supplemented from time to time as may be necessary and to provide identification of such Shopstewards.

(iii) It is agreed that employers or their agents shall at all times co-operate fully with Shopstewards and their assistants in all matters affecting Labour/Management relations. When it becomes necessary to transfer a Shopsteward, the employers shall give the union adequate notice of its intention.

ARTICLE 34-HANDICAPED WORKERS:

(a) In the event of employee/worker sustaining injuries at work or become occupationally incapacitated as a result thereof, every effort shall be made by the employer to give the handicapped employee/ worker a suitable employment on a salary to be negotiated by the employer and the appropriate union or employee/ worker.

(b) It is agreed that no worker / employee service shall be terminated who is involved in accident during official duties.

ARTICLE 35-NON-VICTIMIZATION

The employers and unions agree that there shall be non-victimization of any worker/employee because of union membership/activities in the course of his / her normal duties.

ARTICLE 36-WORKS COMMITTEE

A Works Committee consisting of an equal number of workers 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 37-CHANGE OF TRADE OR OCCUPATION:

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

ARTICLE 38-BETTER TERMS AND CONDITIONS OF EMPLOYMENT:

(a) Workers/employees who, before this Agreement were receiving and enjoying better Terms and Conditions of employment related to either the status, salaries, allowances, occupation, and or the work situation appropriate and peculiar to the operations of the enterprise 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 full consultation with the recognized Trade Union.

(c) It is agreed that a worker / employee 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 than before the worker / employee was absorbed.

ARTICLE 39-INDUSTRIAL ACCIDENT:

The Employers, the Workers and the Unions shall cooperate 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 Workmens' Compensation Act, and shall be reported to the Commissioner of Labour as stipulated.

ARTICLE: 40-TOOLS AND MAINTENANCE ALLOWANCE:

a) A tools maintenance allowance of the rate of Le2,500.00 per day shall be paid to workers who are required to use their own tools in the employer's 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 subjected 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 41-WAGE CLAIM:

There shall be an increase of Wages and Salaries as follows:-

(a) Le2,500.00 Per Day increase to all daily rated workers

(b) Le65,000.00 Per Month increase to all staff below Supervisory level.

(c) In the case of Watchman, Gateman and Security man/Guard an amount of Le1,500.00 per day/night or Le39,000.00 per month 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 42-DAILY RATES OF WAGES AND SALARIES

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

(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 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 by rain from completing that day's work he/she 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 of 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 3 working days, the employer can temporarily replace him/her, however, should a worker return within 10 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/employee who is absent without permission for a period exceeding 10 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 3 working days of receipt of the notification.

ARTICLE 43-END OF SERVICE, GRATUITY ON RETIREMENT, RESIGNATION, TERMINATION AND DEATH:

a) Any employee/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/employee who retires, dies, resigns, shall be entitled to the following benefits:-

From: 1-5 Years = 33 Working days per month per each completed year of service

Over: 5-10 Years = 40 Working days per month per each completed year of service

Over: 10 Years = 45 Working days per month per each completed year of service.

(b) Any employee/worker 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.

(c) Employees/Workers who are Retired, Terminated, or declared Redundant, shall be paid their End of Service and Gratuity benefits including any Allowances and Annual Leave benefits accrued on the day of the end of service with the employer.

ARTICLE 44-ANNUAL INCREMENTS:

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

a) Where worker/employee'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/employee 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/employee 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 45-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. However, any staff who has reached his/her Bar for at least two (2) years shall be considered or the recommendation of his/her immediate Supervisor for promotion or up grading of salary to the next point of the higher salary scale.

ARTICLE 46-TEMPORARY WORK:

The parties recognize 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 47 - PROTECTION OF SENIORITY:

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

ARTICLE 48 - CERTIFICATE OF SERVICE

On the Resignation, Retirement or Termination of a worker/employee a certificate of Service shall be issued when requested by the worker/employee.

See Appendix "A".

NAME OF EMPLOYEE:.....

NAME OF WORKER:.....

PLACE OF WORKER'S BIRTH:.....

POSITION HELD ON EMPLOYMENT:.....

FINAL POSITION HELD:.....

PERIOD OF EMPLOYMENT:.....TO:.....

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 or 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/employees of other sections to apply. Only when it is conclusively evident that serving workers/employees do not possess the basic job requirement, will the employer attempt to fill the vacancy from outside.

ARTICLE 50-CANTEEN AND RECREATIONAL FACILITIES:

The employers shall undertake to provide Canteen facilities, and to the extent possible recreational and other sporting facilities to employees/workers especially where no alternative facilities exist and shall where necessary, administer the canteen jointly with the Union.

ARTICLE 51-INSURANCE COVERAGE:

The employers and the Unions recognize the nature of and changes in the environment which workers/employees in the Service Trade group perform their duties and agree that any employee/worker exposed to risky work shall be provided with the necessary Insurance Coverage.

ARTICLE 52-DEATH/ANY OTHER BENEFIT:

Where a worker/employee to whom this Agreement cover dies, his/her immediate dependant or Next of Kin as declared by the worker shall be awarded his/her entitlement/benefit which shall have accrued at the time of his/her death including any other benefit.

ARTICLE 53-HIV/AIDS:

HIV/AIDS Epidemic is a global crisis and undoubtedly a major problem for the Trade Union and Management as it affects the most productive segment of the labour force and therefore a threat to the earning power and job security of workers/employees.

HIV/AIDS is both a national and workplace issue and should be treated with all the attention it deserves. It is therefore agreed by both parties (Employers and Employees sides) not to discriminate against any worker/Workers who is/are affected by HIV/AIDS. It is also agreed that both parties (mployers and mployees sides) should educate a worker/employees about the epidemic. All parties to this Agreement shall ensure that a workplace policy should be drawn up and operated in line with the National Policy of HIV/AIDS.

ARTICLE 54-INDUCEMENT ALLOWANCE:

Inducement allowance of Le40,000.00 per month shall be paid to workers/employees who are actually involved in the handling of dead bodies in all Funeral Homes.

ARTICLE 55-NON ACCIDENT BONUS:

It is agreed that Drivers/Operators covered by this Agreement who have worked for a period of one year without accident shall be entitled to a Non accident Bonus equivalent to one (1) month Basic salary.

ARTICLE 56-DIRTY WORK ALLOWANCE:

It is agreed that employees/workers who handle or come into contact with rubbish, sewage, black oil, wood dust, toxic or dangerous chemicals or any hazardous materials, such as cement or Tar, shall be entitled to dirty work allowance of Le1,500.00 (One Thousand Five Hundred Leones) per day.

ARTICLE 57-ADVANCE OF SALARY:

It is agreed that the employers shall where possible, grant an advance of salary up to an amount of Four (4) months basic salary to be paid by installment over a period of twelve (12) months, provided that the amount involved is less than the End of Service Benefit so far accrued by the worker.

ARTICLE 58 -REPRESENTATION TO COMMITTEES:

It is agreed that any Committee formed by the employer in which the Conditions in this agreement will be discussed, the union shall be fully represented.

ARTICLE 59-CONDITION FOR NON UNION MEMBERS:

It is agreed that workers/employees whose institutions are Unionized but refused to pay Union due while enjoying all benefits under this Collective Agreement, shall not benefit from any of the conditions contained in this Collective Agreement.

ARTICLE 60-TOILET AND WASHING FACILITIES:

The employers shall provide toilets and washing facilities for all employees/workers covered by this Agreement and such facilities shall be in close proximity of the employee's work place.

ARTICLE 61-MOTOR CYCLE ALLOWANCE:

It is agreed that 20% of Basic Monthly salary shall be paid to a member of staff who uses his Motor Cycle for the performance of his official duties, subject to periodic inspection by employer to ascertain that the vehicle is in good running order.

ARTICLE 62-LEGAL PROTECTION:

It is agreed that Legal Services shall be provided by the employer when a driver or operator is involved in a matter involving an accident within the scope of his/her authorized duty through no fault of the driver or operator.

ARTICLE 63-BICYCLE ALLOWANCE:

Any member of staff who uses his Bicycle for the performance of his official duties shall be paid 15% of his monthly Basic Salary.

ARTICLE 64-GENERAL

Any matter not covered in this Agreement but which may affect the conditions of Service of workers/employees shall be subject to negotiations between the Unions and employers 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) working 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 7 (1) of the Regulation of Wages and Industrial Relation Act. No: 18 of 1971, for appropriate action.

ARTICLE 65-DURATION OF AGREEMENT

The provision of this Agreement shall come into force on the First Day of January 2011 and shall remain in force for a period of two (2) years.

(1) One year nine months after the signing of this Agreement, the trade Group Council shall meet to negotiate terms and Conditions for new Agreement.

((2) At any time after Ten (10) months and only once during the life time of this Agreement, one month 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 force as from the First Day of the Thirteenth month of this agreement.

APPENDIX "B"

CONSTITUTION AND RULES OF THE SERVICES TRADE GROUP NEGOTIATING 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, Municipal and Local Government Employees Union, Provincial and General Workers Union and Skilled and Manual Productive Workers Union (hereinafter called the Unions) on the other part.

1. OBJECTIVES:

(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 or 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 Union respectively may appoint alternate members from 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 being 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 among Council members at first meeting of each session of the Council and in any case these positions shall alternate between the Employers and the Unions. The Employers shall provide secretarial services. An independent Chairman may be elected for the specific negotiations 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 meeting shall be prepared by the Secretary and shall not be circulated until jointly approved by both sides.

(b) Agreement reached between the Employer and the Unions in Council shall be in writing, signed by at least (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. AGREEMENT TO CONSTITUTION:

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

SIGNITORIES 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 effective from 1st January, 2011.

C. T. O. Martyn
Establishment Secretary's Office

Mr. D. D. Yanka
National Union of Forestry Plantation and Agricultral Workers

FOR AND ON BEHALF OF THE EMPLOYERS SIDE IN THE SERVICE TRADE GROUP

FOR AND ON BEHALF OF EMPLOYERS/WORKERS SIDE BELOW SUPERVISORY LEVEL IN THE PUBLIC SERVICE TRADE GROUP

Mr. Ansu Massaquoi
Secretary
Service Trade Group Council

Monie Massaquoi
Sierra Leone Union of Services and Allied Workers

Mr. L. E. Johnson (LEADER)
Employer' side

Tejan A. Kassim
(LEADER)
Artisians Public works and Services Employees Union.

Mr. M. A. Deen
Chairman
Service Trade Group

Foday Musa
Skilled and Manual Productive Workers' Union

Mr. George D. Katta
Ministry of Education Youth and Sports

S. R. Macauley
Artisians Public works and Services Employees Union

Hugues Security International

Issa Sesay
Municipal and Local Employee Union

Ministry of Finance and Economic Development
Witness to the signing of this Collective Agreement between Representatives of the Employers and Union in the Service Trade Group Negotiating Council