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MINISTRY OF LABOUR

Notice No. 568

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 26th July, 1985 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 the 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 such recognised terms and conditions.

L. E. JOHNSON,
Commissioner of Labour.

MINISTRY OF LABOUR,
NEW ENGLAND,
FREETOWN.

COLLECTIVE AGREEMENT BETWEEN EMPLOYERS IN THE SERVICES TRADE GROUP IN SIERRA LEONE AND ARTISANS, MINISTRY OF WORKS EMPLOYEES AND GENERAL WORKERS UNION, MUNICIPAL AND LOCAL GOVERNMENT EMPLOYEES UNION, PROVINCIAL AND GENERAL WORKERS UNION AND TRANSPORT AND GENERAL WORKERS UNION

An Agreement made in Freetown this 26th day of July, 1985 between all employers in the Services Trade Group (Hereinafter referred to as the Employers) on the one part and the Artisans, Ministry of Works Employees and General Workers Union, Transport, Agriculture and General Workers Union, Municipal and Local Government Employees Union and Provincial and General Workers Union (Hereinafter referred to as the Unions) on the other part.

The following unions were granted Bargaining Certificates in the Services Trade Group:

1. Artisans, Ministry of Works Employees and General Workers Union
2. Transport, Agriculture and General Workers Union
3. Municipal and Local Government Employees Union
4. Provincial and General Workers Union and any subsequent union granted Bargaining Certificate should be included in the above list.

This Agreement is to be read in conjunction with and is supplementary to the Regulation Wages and Industrial Relations Act No. 18 of 10th December, 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.

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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 wages, terms and conditions of service for all employed persons below supervisory level consistent with the financial resources of the Trade Group and the mutual advantages to be derived from successful enterprise in terms of providing wage earning employment and retirement security;
- (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 interest, and
- (d) To this end to promote Management and Worker-education programme designed to increase consciousness of each other's difficulties, the benefit of improved skills and high productivity and of respect for each other's property.

ARTICLE 2*Scope and Functions*

1. The terms of this Agreement shall apply to all workers other than those discharging supervisory functions in any of the employers' enterprises constituted under the Services Trade Group Council as agreed to by the parties and

2. To agree to wages, terms and conditions of service within the Trade Group and 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 worked in any week or in any day.

ARTICLE 3*Definition of Employee*

For the purpose of this Trade Group Negotiating Council the term "Employee" as defined in the Act includes all employees in the Services Trade Group; that is, Government employees not catered for in the other existing Trade Group Negotiating Councils, Civilian Workers of the Armed Forces, Educational Institutions, Legal Services, Religious Organisations, Welfare Institutions Business and Professional Services, Trade Associations and Labour Organisations, Community and other Recreational Services, Personal Services (Laundry Services, Foreign Missions and similar institutions.)

ARTICLE 4*Definition of Supervisor*

A Supervisor is any worker or servant, 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, or having the responsibility to adjust their grievances or effectively to recommend such action if the exercise of such authority is not of merely routine or clerical nature but requires the use of independent judgement, and is receiving a remuneration of not less than Le300.00 per month provided always that any increase awarded by this council must be added to the salary limit already existing in this agreement. Employees receiving the stipulated above amount can still retain their union membership without prejudice to their employment, but negotiation for increase of Wages/Salary for supervisors is not intended.

ARTICLE 5*Conditions of Employment*

1. The normal working week shall consist of 44 hours spread over 6 days as follows:

Monday to Friday—8 hours per day and Saturday—4 hours. Provided that two Saturdays in every month shall be free with pay. The normal working week for Watchmen shall be 84 hours; that is, Monday to Sunday inclusive—12 hours per day.

2. Subject to certain conditions the work-week can be varied with the appropriate Trade Union Representative where any such work situation is of a temporary nature in such a manner that the total hours should not exceed 44 hours in any one week.

3. Where any permanent variation or adjustment in normal working hours or time is contemplated, early in this effect shall be given to the appropriate union which shall meet to discuss the proposals with the management.

Probationary Period

4. All workers covered by this agreement shall upon appointment serve a probationary period of six (6) months. If this period a worker has not shown himself sufficiently qualified for appointment, the employer may without notice terminate or have the worker's probationary period extended. But in no account shall the total period of probation exceed 12 months. A worker who has satisfactorily completed his probationary period shall be confirmed in his appointment. A worker who has served his employer satisfactorily for five (5) consecutive years, he shall become eligible for absorption into the employer's permanent establishment and pension or gratuity fund scheme, where such exists.

ARTICLE 6*Overtime*

Any period of time worked in excess of the agreed normal working hours shall be counted as overtime. Overtime on Monday to Saturday will be at one and half times the basic rate. On Sundays and Gazetted Public Holidays the rate shall be double the basic rate. Where overtime is worked on a Public Holiday beyond the normal daily hours the rate of pay shall be double the normal basic hourly rate.

Where possible all overtime shall be paid with the wages or salary. In exceptional cases, it shall be paid within 15 days of the date of the overtime worked.

ARTICLE 7*Public Holidays with Pay*

All workers including watchmen covered by this agreement shall be entitled to a day's pay in respect of each Public Holiday. A worker who works on a public holiday shall be entitled to an additional day's pay at basic rate in addition to a day's pay for the public holiday.

ARTICLE 8*Annual Leave and 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 defer the leave of a worker deferred as circumstances warrant. Deferment of a worker's leave at his own request shall be subject to the employer's approval.
- (c) No worker's annual leave shall be deferred for more than two consecutive years without the consent of the employer and where a worker's leave is deferred he shall be so notified in writing.

Leave rates for all categories of workers except watchmen shall be:

From	1-3 years service	...	15 working days
Over	3-5 years service	...	19 working days
Over	5-10 years service	...	22 working days
Over	10-15 years service	...	26 working days
Over	15 years service	...	30 working days

For watchmen the leave rates shall be:

From	1-5 years service	...	21 working days
Over	5-10 years service	...	23 working days
Over	10 years service	...	26 working days

Annual leave allowance of Le70.00 shall be paid to the worker before proceeding on leave.

Travelling Time

Workers covered by this agreement shall be entitled to a minimum of two days travelling time each way in addition to the time earned when proceeding to their home town, subject to the distance.

For the purpose of this provision, where evidence of a worker's home town is not already available on record such evidence shall be obtained on the signing of this agreement.

Maternity Leave

In the case of a worker whose services are terminated through his own choice before the expiry of 12 (twelve) months of service, but who has completed six months service, he shall be entitled to proportionate leave for the length of service already completed.

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

Medical Facilities

Parties to this agreement recognise the desirability of providing essential services to provide medical schemes to be known as MEDICARE which shall be extended to the provinces. MEDICARE means the provision of first aid facilities up to the services of a qualified Medical Officer where, by joint union and employer consultation, it is considered necessary to have such Medical Officer in an establishment. Cases requiring advanced medical aid must however be referred to a qualified Medical Officer.

Where such MEDICARE service is established, medical treatment and transport by ambulance or suitable employer's vehicle from place of work or specified point to treatment centre should be provided free of charge.

In the absence of an employer's medical service but where other facilities exist, the employer will pay the cost of all out-patient treatment of a worker at a Government hospital including the cost of drugs. In case of emergency, the worker may consult a private doctor. He however should ensure that except in exceptional circumstances his illness is reported to the Company's Medical Officer within forty-eight hours.

OR

In the absence of an employer's medical service or Medicare, the employer shall pay Le1.00 per day to all daily wage workers and Le26.00 (Twenty six Leones) to monthly paid workers to cover cost of medical consultation charges and drugs. It is agreed that no payment will be made for days absent without permission.

It shall be a condition under this agreement that a worker receiving private medical treatment authorised by the employer's medical officer will cause the private doctor to render a full account of the illness to the employer.

It is further agreed that where medical facilities exist such facilities shall be extended to families of workers—that is, one wife and three children under eighteen years.

Subsequent to the provision of Section (c) the Employer will not bear the cost of maternity, dental (excluding extraction), optical treatment except in cases of accidents which are to be dealt with under the Workmen's Compensation Act.

Medical Examination of Workers

Workers required to handle or come into contact with rubbish or dead animals or any infectious disease, shall be medically examined once in every four (4) months by a doctor nominated by the employer at the employer's expense, and treatment provided if necessary.

(h) Preventive Treatment

Where workers are engaged on work in which there is the possibility of inhaling dust and similar particles, such employees shall be given preventive treatment by the employer's nominated doctor.

(i) Maternity Leave

Where a female employee who has served for a minimum of 12 (twelve) months becomes pregnant and applies for maternity leave she will be eligible for a minimum of ten (10) weeks maternity leave on full pay plus any vacation leave due, and any additional leave without pay.

The employee shall be required to produce a medical certificate signed by a qualified medical officer stating the approximate date of confinement. The total leave shall on production of the said certificate be apportioned five (5) weeks before and five (5) weeks after confinement.

ARTICLE 10*Sick Leave*

Where a worker falls sick and his sickness is supported by a certificate from the establishment's medical officer or in the case of emergency from a registered medical practitioner, he will be granted paid sick leave in any one continuous period of twelve (12) months as follows:

	1-5 years service	...	32 days on full pay
			32 days on half pay
Over	5-10 years service	...	40 days on full pay
			40 days on half pay
Over	10 years service	...	45 days on full pay
			45 days on half pay

Notification of illness should be given to the employer within forty-eight (48) hours.

ARTICLE 11*Extended Sick Leave and Medical Board*

Notwithstanding the period of paid sick leave as herein agreed, the parties recognise that there may be the need for extending a worker's sick leave.

In such an event the respective parties shall be guided by an independent qualified medical opinion as to any further period of sick leave to be allowed. In such cases continuation of the worker's service or the granting of any further relative leave shall be determined by a medical board.

ARTICLE 12*Leave on Urgent Private Affairs*

Leave on urgent private affairs will be granted with pay to workers up to 9 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 so entitled.

ARTICLE 13*Transfer*

(a) 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 employee 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 costs for the employee, his wife and up to a maximum of four children up to 19 (nineteen) years of age plus a servant at current Road Transport rates. If the employee is transferred back, resigns, or is terminated, his wife 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 transport facilities within six months of ceasing employment.

(c) An employee so transferred shall be entitled to a removal allowance of Le60.00.

(d) For temporary transfer less than three months an employee shall be paid a nightly out-of-station allowance of Le4.00 and shall not receive removal allowance.

ARTICLE 14

Acting Allowance

When a worker performs the normal duties of a post in a higher classification or grade for at least twenty eight (28) days, he shall be paid allowance equivalent to the difference between his current salary/wages and the minimum of the current salary/wages of the grade for the post in which he is acting, or where his current salary is already more than such minimum the difference shall be calculated from the next higher point in the grade.

ARTICLE 15

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 an opportunity to defend himself. After three such warnings a fourth offence or continued unsatisfactory service 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 warning given under this Article shall cease to have effect after a period of twelve months.

(b) *Gross misconduct and/or serious negligence*

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 15(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 employment and shall be paid the balance of his salary/wages for the period during which he was suspended.

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

(This list represents examples only and is not exhaustive)

1. Gross misconduct or serious negligence;
2. Unauthorised use of time card;
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 or other workers property;
8. Conduct calculated seriously to injure the employer's business;
9. Gross insubordination;
10. Fraud;
11. Fighting during working hours.

(e) *Termination of Service*

Where employment is terminated by the employer other than in the case of dismissal in accordance with Article 13(d) of this Agreement, the employer shall give a month's notice in writing to the worker or one month's salary in lieu of notice in respect of monthly paid workers and a day's notice in writing or a day's pay in lieu of notice in respect of daily rated workers. The employer shall also comply with Article 36 if the worker is eligible. A worker who intends to resign his appointment shall similarly give notice as specified above or pay in lieu thereof.

ARTICLE 16

Grievance Procedure

The intention of the parties hereto is to establish the procedure 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 workers or the unions as to the interpretation of, compliance with or application of the provisions of this Agreement, 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 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) 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 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 shall meet the worker together with the Shop Steward to attempt to dispose of the grievance. Nevertheless as soon as a grievance is brought up at the level in respect of union members, the shop steward shall notify the General Secretary of the Union.
- Step 4 The General Secretary shall arrange a meeting with management and this meeting shall be held within four (4) working days from the date of the meeting.
- Step 5 In the event of failure to resolve the matter at Step 4 (four) either party shall be free to refer the matter to the Commissioner of Labour in writing or to the Minister of Labour.
- Step 6 In the event of the matter not being resolved at Step 5 either party shall report the circumstances to the Minister of Labour in accordance with section 2 of paragraph 17 of Act No. 18 of 1967 (Regulation of Wages and Industrial Relations).

Notwithstanding the above, grievance of a very serious nature should be taken up by the Union Secretary directly with Management and vice-versa.

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

ARTICLE 17

Redundancy

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

- (i) No fault of the worker by reason that his services have 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.

- (a) A change in the method of operation or administration of the business or any part thereof which results in either a reduction in the workforce requirements of the employer concerned or a change in the type of skills, qualification 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 undertakes to explore the possibility of using his services in alternative employment; the employer further undertakes to retain potentially redundant workers where such workers can be retrained 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 General Secretary of the union. He shall inform the General Secretary of his redundancy plans and shall invite him to consult and discuss the plans. The employer and the General Secretary of the union 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 not less than 2 (two) months prior to the effective date.
- (d) (i) Normal notice shall be given to workers who are to be made redundant.
- (ii) 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.
- (iii) In the event of a worker being discharged in respect of redundancy he shall be granted his rights as provided for in law or by this Agreement.
- (e) A worker declared redundant shall be placed on a recall list for twenty (20) weeks following his discharge.
- (f) In the event of a worker being made redundant he shall receive redundancy compensation in accordance with Article 18 of this Agreement. Such redundancy compensation shall be in addition to any other payment to which the worker may be entitled.

ARTICLE 18

Redundancy Compensation

From	1-5 years continuous service	17 working days pay for each completed year of service.
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For service over five (5) years the same conditions as set out in the above table shall apply without prejudice to any additional compensation to which the worker is entitled.

ARTICLE 19

Period of Service

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

ARTICLE 20

Training

The employer agrees to encourage and assist his workers to attain further training in their field of activities, to increase efficiency, capability, opportunities for possible advancement within the establishment where such opportunities exist. The employer will endeavour to promote sound training schemes for his 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 Regulation of Wages and Industrial Relations Act No. 18 of 1971.

A worker who is offered training/scholarship by the employer 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 21

Stoppage of Work

The Employers and the unions recognise that the economic well-being of both the employers and the workers is dependent upon the maintenance of harmonious relations and industrial peace. Therefore, with full cognisance of their responsibilities 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 out is not referred to in the Agreement, they will enter into conciliatory channels in accordance with Section 17 of Act No. 18 of 1971.

ARTICLE 22

Protective Clothing

The employer shall provide at regular intervals protective clothing such as rubber suits, gloves, boots and masks for all workers who by the nature of their jobs need such protection. Workers who have been provided with protective clothing and who neglect to use them correctly while working, shall be liable to disciplinary action.

ARTICLE 23

Uniforms and Rain Gear

The employer shall provide uniforms and raingear at reasonably regular intervals to all manual and other workers who by the nature of their jobs need them.

ARTICLE 24

Transport

If a worker reports for duty at his normal place of work and is assigned and transported to another work site, it shall be the responsibility of the employer to provide transport back to the normal place of work. If the worker is required to be on duty until after 9 p.m. and such worker resides two miles or more from his normal place of work, it shall be the responsibility of the employer to provide suitable transport to a point agreed between himself and the worker or to reimburse him.

ARTICLE 25

(a) Recognition of Trade Unions and Shop Stewards

- (i) After a union has proved 51% membership in an Establishment, and has been issued with a Collective Bargaining Certificate by the Minister of Labour, it shall be recognised by Management for the purpose of negotiation and for the introduction of the Check-off system.
- (ii) Shop Stewards elected by the workers to represent them at the shop floor, shall be recognised by Management and given every assistance to discharge their duties as laid down in the grievance procedure clause.

(b) Union Representative/Shop Steward

- (i) Parties to this Agreement recognise the existence of Shop Stewards or Union Officials as official representatives of the union. Each department will be represented by a shop steward.
- (ii) Shop Stewards and Union Officers shall intercede in matters affecting the well-being of industry and labour during normal working hours. The union shall furnish the employer with a complete list of their shop stewards and union officials which shall be supplemented from time to time as may be necessary.
- (iii) Such Shop Stewards shall also receive all complaints of the employees, as well as those of the employers during working hours which they will attempt to adjust, excepting such disputes cannot be amicably adjusted by the Shop Stewards and employers, such matters shall then be brought to the attention of the appropriate Union Secretary

for adjustment. If this fails the procedure as outlined in Article 16 of this Agreement shall be invoked to adjust such dispute.

- (iv) In the event of a lay-off the employer agrees not to take advantage of the situation discriminating against Shop Stewards and Union Officials.
- (v) When it becomes necessary to transfer a Shop Steward or Union Official, the employer will give the union one month's notice of his intention.
- (vi) A properly accredited representative of the union shall be allowed access to the establishment to ascertain that the conditions set forth in the Agreement are being fulfilled, or for business relative to union matters with the permission of Management so long as such visits do not interfere with the normal functions of the establishment.
- (vii) It is agreed that the employers on their part undertake not to enter into discussion and negotiations on the subjects referred to in this Agreement with any individual purporting to represent the union other than its accredited representatives. The union shall supply identification cards for such Shop Stewards.
- (viii) It is agreed that the employer or his agents shall at all times co-operate fully with shop stewards in all matters affecting Labour/Management Relations.

ARTICLE 26

Handicapped Workers

In the event of a worker sustaining injuries at work or becoming affected by an occupational disease in the course of his employment and becoming physically handicapped as a result thereof every effort will be made by the employer to give the handicapped worker such suitable employment as is available.

ARTICLE 27

Non-Victimisation

The employers and the unions agree that there shall be no victimisation of any worker because of union membership or union activities.

ARTICLE 28

Joint Consultation

Where workers of an establishment so request, a Works Committee consisting of workers and the employers' representatives shall be established to discuss, as necessary, matters relating to safety, welfare and such other matters relating to the general improvement of the establishment and its workers as may be mutually agreed.

ARTICLE 29

Change of Trade or Occupation

Change of trade or occupation shall be mutually agreed between the employer and the worker concerned. Any such changes by mutual agreement in writing between the employer and the worker or his representative, shall not affect the services of the worker nor reduce his rate of pay and other conditions of employment. However, a worker may agree to accept a lower rate of pay, depending on prevailing circumstances.

ARTICLE 30

Better Terms and Conditions

- (1) Workers who before this Agreement were enjoying terms and conditions of employment under any previous agreement related to either the status, occupation and/or work situation appropriate and peculiar to the operations of any of the establishments represented in this Agreement which are more favourable to those herein concluded, will continue to do so.
- (2) Consistent with Section 15 of Act No. 18 of 1971 the provisions of this Agreement shall not prevent any employer affected by this Agreement from offering higher rates of pay and terms and conditions better than those herein agreed.

ARTICLE 31

Industrial Accidents

The employer, the union and the worker shall co-operate towards the prevention of accidents and the furtherance of safety regulations at the level of the undertaking or enterprise.

All cases of Industrial Accidents must be dealt with in accordance with the Workmen's Compensation Act No. 18 of 1966.

ARTICLE 32

Tools Maintenance Allowance

A tools maintenance allowance at the rate of forty cents per day will be paid to workers who are required to use their tools on the employer's business.

- (a) An approved list of tools will be agreed between employer and the union concerned.
- (b) The allowance will be for the total number of tools worked in any one month period and subject to periodic inspection of the worker's kit by the employers' persons deputed by him.
- (c) If at any regular inspection carried out by the employer the tools for which an allowance is paid are found to be unusable the allowance will be withheld until the kit is made up.
- (d) All tools for which an allowance is paid shall be provided by the employee.

ARTICLE 33

Wages and Salaries

- (a) Increase of Le1.80 cents per day to daily rated staff;
- (b) Increase of Le46.80 cents per month to monthly rated staff;
- (c) The increases in (a) and (b) above are effective from March, 1985.

ARTICLE 34

Daily Rates and Wages

- (a) The rates of pay agreed in this Agreement are for a normal working day of 8 hours, exclusive of overtime. A worker shall be paid full day's pay on any normal Saturday of 4 hours provided he shall not have been absent without permission, or in the event of absence due to illness without producing a medical certificate of incapacity on any working day of the week.
- (b) Every employer shall in respect of every day of every worker in his employment to whom the above applies, a sum not less than the daily rate payable to the worker provided that:
 - (i) He is willing to perform any service or usual occupation which in the circumstances can reasonably be asked to perform in the period when work is not available for his usual occupation. However, an employer shall be obliged to pay wages to any worker who forms no work whatsoever on any day covered by clause (c) of this article.
 - (ii) He is capable of and available for work.
- (c) If a worker has been instructed to commence work at normal time by a supervisor and is then prevented from completing that day's work he shall receive a full day's wages. If a worker who has been instructed to wait at the job site by a supervisor after normal starting time in case the work is not available he shall receive a full day's pay whether he starts work on that day or not, provided he remains at the work site until he is told there is no work.
- (d) If a worker is absent without permission and does not send a medical certificate or communicate with the employer giving reasons for his absence, after ten days the employer can temporarily suspend him. However should such a worker return within 15 days of his being absent and give satisfactory explanation for his absence, the employer shall

him in his establishment. An employer shall have the right to dismiss an employee who is absent without permission for a period exceeding fifteen (15) days.

ARTICLE 35

Voluntary Retirement

After five (5) years continuous service with the same employer a worker may opt to retire voluntarily for any reason whatsoever provided he gives a month's notice to that effect, when he shall be entitled to a gratuity consistent with the provisions of Article 36.

ARTICLE 36

Gratuity on Retirement/Termination/Death

- (1) 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 therefrom which are more beneficial to those under Section 2 shall continue.
- (2) Where no such schemes exist, any worker who has served the same employer continuously for a period of not less than two (2) years and whose services are terminated for reasons other than gross misconduct or who retires or dies shall be entitled to the following gratuity:—

From	2-5 years service	...	16 working days for each completed year of service
Over	5-10 years service	...	23 working days for each completed year of service
Over	10 years service	...	26 working days for each completed year of service

Where a worker dies the gratuity shall be paid to his dependents.

ARTICLE 37

Normal Increments

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

- (a) Where a worker's work and conduct are below the required standard 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 months after the normal incremental date; if the worker still shows no improvement another review will be made after the next three months.
- (b) If an increment is then awarded it shall take effect from the 1st of the month following that decision or in special cases from a date within the previous six months as determined by the employer.
- (c) A worker appointed from temporary to permanent employment shall not be eligible for an increment until after he has completed not less than 12 (twelve) months service in his new appointment. In the case of special ability employers can decide to award an additional increment.

ARTICLE 38

Duration of Agreement

The provisions of this Agreement are effective 1st March, 1985 and will remain in force for a period of three 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 expiry of the current Agreement irrespective of the date on which the new Agreement is signed.

2. At any time after eighteen (18) months and only once during the life of the Agreement, one month's notice in writing shall be given by either party for a review of rate of pay only.

3. Such awards irrespective of the date concluded, shall come into effect as from the 1st day of the 19th month of the Agreement.

ARTICLE 39

Seniority and Promotions

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

- (b) *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.

- (c) *Protection of Seniority Rights*

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

ARTICLE 40

Canteen and Recreational Facilities

The employer, where possible, undertakes to provide canteen facilities, and to the extent possible recreational and other sporting facilities for employees especially where no alternative facilities exist.

ARTICLE 41

Minimum Wages and Salaries

The following are the agreed minimum wage and salary rates effective 1st March, 1985 with uniform application to all areas in Sierra Leone.

Occupation	Minimum Daily Rates of Pay	
	Le	c
First Class Artisans (Grade B in any Trade)	...	5.80
Second Class Artisans (Grade C in any Trade)	...	5.60
Driver (Light Vehicle)	...	5.60
Driver (Heavy Vehicle)	...	5.77
Security Guard	...	5.50
Watchman	...	5.21
Caretaker	...	5.33
Janitor	...	5.25
Gateman	...	5.25
Sanitary Man	...	5.33
Messenger (Literate)	...	5.33
Messenger (Illiterate)	...	5.25
Cleaner	...	5.33
Head Labourer	...	5.34
Labourer	...	5.25
Porter	...	5.25
Garden Boy	...	5.25
Driver's Mate	...	5.25
Lorry Man	...	5.25
Head Cook	...	5.80

Occupation	Minimum Daily Rate of Pay Le c
Head Steward	5.80
Cook	5.33
Cook's Mate	5.25
Steward	5.80
Laboratory Attendant (Education)	5.33
Library Attendant	5.33
Laundry Man	5.25
Nursing Aids (Education)	5.20
Machine Operator	5.60
Coxwain	5.40
Assistant Coxwain	5.25
Launch Driver	5.33
Launch Crew	5.21
Shipwright	5.33
Storehand	5.30
Clerk Typist	5.65
Clerk	5.40
Typist	5.55
Draughtsman (Grade A)	5.80
Draughtsman (Grade B)	5.60
Foreman	5.95
Apprentice (1st Year)	5.20
Apprentice (2nd Year)	5.28
Apprentice (3rd Year)	5.35
Apprentice (4th Year)	5.42
Apprentice (5th Year)	5.50
Telephone Operator	5.70
Senior Field Clerk	5.90
Field Clerk	5.70
Cashier (Desk)	148.77
Costing Clerk	148.92
Customs Clerk	158.77
Display Artist	155.52
Junior Clerk	140.12
Ledger Clerk	146.72
Mechanised Ledger Clerk	146.92
Branch Secretary (Trade Union)	201.90
Organising Secretary (Trade Union)	201.90
Packing Room Clerk	145.62
Sales or Counter Clerk	140.12
Station or Booking Clerk	146.72
Store Clerk	145.62
Delivery Clerk	148.77
Kardex/Abstract Clerk	147.52
Copy Typist	144.52

Occupation	Minimum Daily Rates of Pay Le c
Storekeeper (Selling)	166.77
Storekeeper (Non-Selling)	156.77
Accounts Clerk	148.77
Clerk Time Keeper	148.77
Shorthand Typist	191.77
Cashier (Office)	166.77

ARTICLE 42

Certificate of Service

On the resignation or retirement of a worker a certificate of service shall be issued when requested by the worker or new employer.

ARTICLE 43

General

Any question not covered in or envisaged at the signing of this Agreement but which may arise affecting any work conditions of labour shall be referred to the Trade Council.

APPENDIX "A"

DEFINITION OF OCCUPATIONS

Cashier (Office)

Wholly or mainly engaged in receiving incoming cash, checking it against sales slips or other documents; prepares receipts for deposit at bank and arranges withdrawals; verifies figures held against records; makes up wages sheets and wage payments and pays wages.

Cashier (Cash Desk)

Wholly or mainly engaged in checking amount received, collecting cash, gives change and issues receipts or tickets as required; pays out cash against written orders or credit notes and obtains receipts; keeps records of amounts received and reconciles cash balance with records.

Sanitary Man

Wholly or mainly engaged in the removal of night soil and other ancillary operations.

Labourer

Wholly or mainly engaged in manual work, such as carrying and trucking of materials and goods, using pick, shovel, crowbar and similar tools, assisting skilled workers, etc., but excluding cultivation of farm land and rearing of livestock.

Gateman

Wholly or mainly engaged in opening and shutting gates for the purpose of facilitating the entry of persons or vehicles, checking the unauthorized exit and entry of persons, materials, etc.

Watchman

Any person employed or engaged by an employer, wholly or mainly in watching, guarding or otherwise protecting property or by night:

- Any premises owned, occupied or used by an establishment engaged in trade, commerce or industry, whether used as a store, shop factory, office or otherwise in connection with the business of the undertaking;

- (ii) Any premises owned by any establishment engaged in trade, commerce, or industry and occupied whether as dwelling house or for other similar purpose, by any person in the employment of any such establishment;
- (iii) Any premises the property of Government;
- (vi) Any premises owned by Government and occupied, whether as a dwelling house or for other similar purposes, by any person in the service of Government;
- (v) The stock, tools or other materials of any establishment engaged in trade, commerce or industry.

Labourer

Wholly or mainly engaged in supervising and performing the same operations as unskilled labourers under his charge.

Emerger (Literate)

Wholly or mainly engaged in general assistance to clerical and executive staff, such as delivering and collecting mails, stamping and stamping envelopes, receiving and noting messages and general cleaning, tidying and guarding the office.

Emerger (Illiterate)

Wholly or mainly engaged in general assistance to clerical and executive staff by delivering and collecting mails, messages, stamping envelopes and general cleaning, tidying and guarding the office.

Security Guard

Wholly or mainly engaged in policing property or parts of establishment, maintaining order, guarding industrial plant, warehouse or other property against fire, theft and illegal entry.

Wholly or mainly engaged in sweeping, scrubbing and mopping parts of buildings, empties tenant's garbage cans, disposal refuse, replacing light bulbs and fuses and making minor repairs to installed equipment; clearing footpaths of debris.

Wholly or mainly engaged in carrying and stacking goods in warehouse, markers or similar establishment, packs articles on shelves according to instructions.

Surveyor

Wholly or mainly engaged in preparing plans of estates, mapping schemes, etc., showing roads, boundaries, contours from data supplied by surveyor.

Wholly or mainly engaged in preparing, seasoning and cooking soups, meats, vegetables, desserts and other foodstuffs for consumption in schools, colleges, and other establishments within the Trade Group, supervising, cleaning-up and dishwashing in kitchen.

Cook

Wholly or mainly engaged in planning meals and supervising and coordinating work of cooks and kitchen helpers in colleges, schools, and other establishments within the Trade Group. daily menu, taking into account probable number of persons, popularity of dishes and the need to provide variety.

Other occupations, specified by the "Services Trade Group Negotiating Council" not here defined, are defined in the International Labour Office Publication "International Classification of Occupations" as revised from time to time, information which could be obtained from the Ministry of Labour, London, England, Freetown.

APPENDIX "B"

CONSTITUTION AND RULES OF THE SERVICES
TRADE GROUP NEGOTIATING COUNCIL

The name of the Council shall be "SERVICES TRADE GROUP NEGOTIATING COUNCIL" (hereinafter referred to as the "COUNCIL") as established under Section 17 (3) of Act No. 18 of 1971—Regulation of Wages and Industrial Relations and consisting of Employers in the Services Trade Group in Sierra Leone (hereinafter called the Employers) on the one part and the Artisans, Ministry of Works Employees and General Workers' Union, Transport: Agriculture and General Workers' Union; Municipal and Local Government Employees' Union and Provincial and General Workers' Union (hereinafter called the Unions) on the other part.

1. OBJECTS

The objects of the Council shall be:—

- (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 Main 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 "Main Agreements" 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 Unions.
- (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 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 Council shall recommend an independent Chairman for appointment by the Minister of Labour to preside over the deliberations of the Council. The Ministry of Labour shall provide a Secretary to record the proceedings of the Council and to perform such duties as the Chairman may direct.

4. MEETINGS

Meetings of the Council shall be convened at the request of either the Employers or the Unions and shall be held in Freetown. Fourteen (14) days notice shall 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 representatives of the Employers and three representatives of the Unions.

6. RECORDS OF THE PROCEEDINGS OF MEETING

Records of the proceedings of any meetings shall be prepared by the Secretary and shall not be circulated until jointly approved by both sides.

7. Agreement reached between the Employers and the Unions in Council shall be in writing, signed by at least two accredited representatives of each side and countersigned by the Chairman. It shall thereafter be submitted to the Commissioner of Labour for publishing in the Sierra Leone Gazette.

8. The Employers and the Unions agree to conduct their joint negotiations in a spirit of mutual respect and goodwill and also not to publish or broadcast any information or comment on any matter discussed unless such communication has been jointly agreed.

9. FAILURE TO AGREE

If the Council fails to reach agreement on any matter as provided for in Section twelve (12) of the Regulation of wages and Industrial Relations Act No. 18 of 1971 the Council shall refer the dispute to the Minister of Labour for settlement as provided for in Section 17 of the Act.

10. AMENDMENT OF THE CONSTITUTION

The Council shall have the power to amend or add to this Constitution as it may think fit in doing and so either party shall give the other two (2) months notice in writing of its wishes and will provide details of the proposed amendments or additions, negotiations on such amendment or additions shall be conducted by the SERVICES TRADE GROUP NEGOTIATING COUNCIL. It is agreed that whilst negotiations are continuing the existing constitution 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 provision of "The Regulation of Wages and Industrial Relations Act No. 18 of 10th December, 1971".

This Agreement is effective from 1st March, 1985.

For and on behalf of Employers in the Services Trade Group.

For and on behalf of Employees below Supervisory in the Services Trade Group.

ALAN E. BENJAMIN,
S.L. Employers' Federation

TEJAN A. KASSIM,
Artisans, M.O.W. Union

P. C. PATNELLI, Leader
CARE, Sierra Leone

IBRAHIM S. KAMARA,
Artisans, M.O.W. Union

P. L. GEORGE,
Establishment Secretary's Office

SHEKU D. KARGBO,
Transport A.G.W. Union

DAN A. ADJIVON, Chairman
Catholic Mission

A. B. SQUIRE,
Provincial and General Secretary's Union

E. F. MILTON MARGAL,
Milton Margai Teachers College

IBRAHIM SESAY,
Municipal and Local Government Employees' Union

MINISTRY OF FINANCE

J. B. MAHOMED,
Secretary