FREETOWN. 30th January, 1976.

MINISTRY OF LABOUR

Govt. Notice No. 103

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 the 20th of January, 1976 and set out in the agreement published hereunder constitute the recognised terms and conditions of employment applicable to the workers specified in this Agreement.

From the effective date of this Agreement, all employers of workers to whom this Notice applies shall observe the recognised terms and conditions of employment, or such terms and conditions of employment as are not less favourable than such recognised terms and conditions.

E. C. J. WILLIAMS,
Commissioner of Labour.

Govt. Notice No. 104

COLLECTIVE AGREEMENT SETTING THE TERMS AND CONDITIONS OF SERVICE FOR ALL WORKERS BELOW SUPERVISORY LEVEL IN THE SERVICES TRADE GROUP

This Agreement signed this 20th day of January, 1976 was made by the Services Trade Group in Sierra Leone in the Services on the one part and five Trade Unions to whom a Collective Bargaining Certificate has been granted by the Ministry of Labour.

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 Workers' Union.
4. The Provincial and General Workers' Union.
5. The Sherbro Amalgamated Workers' Union.

This agreement is to be read in conjunction with and is supplementary to the Regulation of Wages and Industrial Relations Act No. 18 of the 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.

Preamble

In accordance with the Regulation of Wages and Industrial Relations Act, 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 workers education programme designed to increase consciousness of each other's difficulties, the benefits of improved skills and high productivity and of respect for each others' property.

ARTICLE 2

Functions

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 Employer
For the purpose of this Trade Group Negotiating Council, the term "Employer" as defined in the Act includes all employers in the Services Trade Group, i.e. Government employees not catered for in the existing Trade Group Negotiating Councils, Civilian employees of the Armed Forces, Educational Services, Religious Organisations, Welfare Institutions, Legal Services, Business and Professional Services, Trade Associations and Similar Institutions.

ARTICLE 4

Definition of Supervisor
A Supervisor is any employee 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 employees, or having the responsibility to adjust their grievances or effectively to recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement and is receiving a remuneration of not less than Le120 a month. Employees receiving above the stipulated 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 hours of Work
A. The normal working week for all workers excluding watchmen shall be 44 hours; i.e. Monday to Friday—8 hours per day; Saturday—4 hours.

The normal working week can be varied by agreement between an employer and workers representatives, but only in such a manner that the total hours shall not exceed 44 hours in any one week.

The normal working week for watchmen shall be 84 hours, i.e. Sunday to Saturday inclusive—12 hours per day.

Filling of Vacancies
(i) An Employer shall give first consideration to serving permanent and Non-permanent employees within a particular section or department to fill a vacancy or post. Prior consideration will be given to the filling of vacancies or posts from within the section or department who apply on the basis of skill for the job, merit and length of departmental service.

(ii) In the event that there are no qualified applicants in these categories, the employer shall advertise the vacancies or post externally.

ARTICLE 6

Overtime
Overtime from Monday to Saturday will be paid at one and half time the basic rate. On Sunday and Gazetteed Public Holidays the pay will be double the basic rate.

Where overtime is worked on a Public Holiday beyond the normal daily hours the rate of pay shall be twice the normal basic hourly rate.

ARTICLE 7

Public Holidays with pay
All workers who have completed 3 months service with the same employer shall be entitled to a day's pay in respect of each Gazetteed Public Holiday. A worker who works on a Public Holiday will be entitled to a day's pay at basic rate in addition to a day's pay for the Public Holidays.

ARTICLE 8

Annual Leave and allowance

(a) Employees covered by this Agreement shall be entitled to annual leave with basic pay after the completion of twelve consecutive months service with the Employer and thereafter shall be entitled to leave once in each year. Annual leave shall be subject to the exigencies of the service and may only be accumulated for not more than two years with written approval of Management.

Leave Rates for all categories of employees except Watchmen shall be:

- 1-3 years service 14 working days
- 3-5 years service 18 working days
- 5-10 years service 22 working days
- 10-15 years service 26 working days
- Over 15 years service 30 working days

For Watchmen the leave rates shall be:
- 1-10 years service 21 days
- Over 10 years service 24 days

(b) A leave allowance shall be paid to all employees proceeding on leave as follows:
- Daily rated staff—Le15-00
- Salaried staff—Le25-00

(c) Travelling time

(i) All Employees covered by this Agreement shall be entitled to two ways travelling time each way in addition to leave earned, when proceeding to their home town on vacation leave.

(ii) For the purpose of this provision, where evidence of an employee's home town is not already available on record such information shall be obtained on the signing of this Agreement.

(iii) Leave Roster

The employers shall prepare a full leave Roster annually showing dates to proceed on leave and number of days for each employee.

(d) Proportionate Leave

In the case of a worker whose services are terminated through no fault of his own before the expiry of (12) twelve months qualifying service, but who has completed six months, he will be entitled to proportionate leave for the length of service he has completed.

ARTICLE 9

Sick Leave with pay

When an employee falls sick and his sickness is supported by 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:

- From 1-5 years service 30 days on full pay and 25 days on half pay
- From 5-10 years service 35 days on full pay and 30 days on half pay
- Over 10 years service 45 days on full pay and 40 days on half pay

Notification of illness should be given to the employer within 24 hours.

ARTICLE 10

Maternity Leave

Where a female employee who has served for a minimum of twelve months becomes pregnant and applies for maternity leave, she will be eligible for a minimum of 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 weeks before and five weeks after confinement.

ARTICLE 11

Leave on Urgent Private Affairs

Leave on urgent private affairs will be granted with pay to employees up to seven days a year, and such leave shall be deducted from the employee's next annual leave; only employees who have completed twelve months service with the same employer shall be entitled.
ARTICLE 12

Transfers

(a) An employee is subject to be transferred permanently to any part of the country (Sierra Leone) where his establishment may have operations; and when such permanent transfers are planned or contemplated the employer shall give at least six weeks notice to the employee 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 or for the performance of work outside Sierra Leone, the employer will undertake to transport, or to pay full transport costs of the employee, his wife and up to a maximum of three children up to 19 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 should be provided with similar transport or transportation costs upon ceasing employment; provided that in the case of resignation or termination the employee concerned should apply for his transport facilities within six months of ceasing employment.

(c) An employee so transferred shall be entitled to a removal allowance:

Daily rated staff—Le35
Salaried staff—Le45

(d) For temporary transfers less than three months an employee shall be paid the following out of station allowance, and shall not receive removal allowance:

Daily rated staff—Le1.20 per night
Salaried staff—Le1.50 per night

ARTICLE 13

Acting Allowance

When an employee performs the normal duties of a post in a higher classification or grade for at least 28 days, he shall be paid an allowance equivalent to the difference between his current salary and the minimum salary 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 14

Medical Facilities

(a) Parties to this agreement recognise the desirability for other employer to start operating their own medical schemes to be known as medicare which should be extended to the provinces in the near future.

(b) When such medicare service is established medical treatment and Transport by ambulance or suitable employer's vehicle from place of work or specified point, should be provided free of charge.

(c) 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 an employee at a government hospital. In case of an emergency the employee may consult a private doctor, but should ensure that his illness is reported to the employer's Medical Officer within 24 hours.

(d) It shall be a condition under this agreement that an employee receiving private medical treatment authorized by the employer's medical officer will cause the private doctor to render a full account of his illness to the employer.

(e) It is further agreed that where medical services exist such services shall be extended to families of employees, that is one wife and three children under 18 years.

Preventive Medical Treatment

(f) Where employees are engaged in the work in which there is the possibility of inhaling dust and similar particles, such employees shall be treated preventively by the employer's nominated doctor.

Medical Examination of Employees

(g) Employees required to handle or come into contact with rubbish or dead animals or any dangerous diseases shall be medically examined once in six months by a Doctor nominated by the employer at the employer's expense, and treated if necessary.

ARTICLE 15

(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 gross misconduct and/or negligence or for a matter under investigation as provided for in Article 15 (b) above, the employer can suspend the employee on half pay pending the result of criminal or disciplinary proceedings. If the suspension is not followed by dismissal, the employee shall continue in his employment and shall be paid the balance of his salary for the period during which he was suspended.

EXAMPLE OF OFFENCE FOR WHICH THE EMPLOYEE IS LIABLE TO DISMISSAL WITHOUT NOTICE

(d) 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 employer's premises except on occasions approved by Management
5. Possession of Cannabis 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 theft or attempted theft of employer's or other employee's property
8. Conduct calculated seriously to injure the employer's business
9. Gross insubordination
10. Gambling on the employer's premises
11. Fraud
12. 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 15 (b) of the Agreement, the employer shall give one month's notice in writing to the employee or one month's salary in lieu of notice in respect of monthly paid employees; and a day's notice or a day's salary in lieu of notice in respect of daily rated employees.

ARTICLE 16

Grievance procedure

The intention 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 the Agreement.
Should any difference arise between the employers and their employees or the Unions as to the interpretation of, compliance with or application of the provision of this Agreement, an earnest effort shall be made to settle such matters at the lowest level possible in accordance with the following procedure:

Step 1. Attempt shall be made by the aggrieved employee to discuss the grievance verbally with his immediate supervisor. This should be done as soon as possible after the cause for the grievance arises. Should the immediate Supervisor be unable to settle the grievance satisfactorily, the Shop Steward accompanied by the employee shall discuss the grievance with his immediate head; if the grievance is not settled the matter shall be brought to the attention of the Section Head within (2) two working days.

Step 2. The Section Head with the Shop Steward 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 employee together with the Shop Steward shall attempt to dispose of the grievance. Nevertheless, as soon as a grievance is brought up at this level in respect of Union members, the Shop Steward shall notify the General Secretary of the Union.

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

Step 5. In the event of failure to resolve the matter at Step four (4) either party shall have the right to report to the Commissioner of Labour copying the Minister of Labour.

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

The existence of this grievance procedure shall not prevent either party to the Agreement from initiating informal exchange of views between an employer and the respective Union 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 the Agreement as the involuntary loss of employment through:

(i) No fault of the employee by reason that his employer has ceased or intends not to carry on the business or part of it for which the employee was employed, or has ceased or intends to cease operating business at the particular place at which the employee shall not be replaced by any worker.

(ii) A change in the method of operating or administration of the business or any part thereof which results in either a reduction in the workforce requirements of the employers concerned or a change in the type of skills, qualifications and experience which an employee must possess to perform the duties required of him.

(b) Before declaring any employee redundant in a given post the employers undertake to explore the possibility of using his services in alternative employment; the employers further undertake to retrain potentially redundant employees where such employees 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 and shall inform the General Secretary of the 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 employee 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. Employees to be affected shall be informed of the termination of their employment not less that two (2) months prior to the effective date.

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

(ii) Where skill, ability and performance are considered to be equal, an employee who is junior in respect of length of service with the establishment shall be discharged in respect of redundancy before an employee who is Senior in length of service.

(iii) In the event of an employee being discharged in respect of redundancy he shall be granted his rights as provided for in law or by agreement.

(e) An employee declared redundant shall be placed on a recall list for 20 weeks following his discharge.

(f) In the event of an employee being made redundant he shall receive redundancy compensation in accordance with Article 18 of the Agreement. Such redundancy compensation shall be in addition to any other payments to which the employee may be entitled.

ARTICLE 18

Redundancy Compensation

From 1–5 years continuous service—10 working days pay for each completed year of service.

From 6–10 years continuous service—13 working days pay for each completed year of service.

Over 10 years continuous service—15 working days pay for each completed year of service.

ARTICLE 19

Break of Service

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

ARTICLE 20

Technical Training

The Employers agree to encourage and assist their employees to gain further training in their field of activity, to increase efficiency, capability, opportunities for possible advancement within the employers' establishments where such opportunities exist. Employers will endeavour to promote sound training schemes for their employees 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 1971.

ARTICLE 20 (a)

An employee who is offered training/Scholarship by an employer or union, with the approval of the employer, to pursue a course of study either 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

Cessation of Work

The employers and the Unions recognize that the economic well being of both the employers and 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
ARTICLE 22

Protective Clothing
The employers 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. Employees who have been provided with protective clothing and neglect to use them correctly whilst working, shall be liable to disciplinary action.

ARTICLE 23

Uniforms and Rain Coats
The employers shall provide uniforms and raincoats 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 employers to provide transport back to the normal place of work. If the worker is required to be on duty until after 9.00 p.m. and such worker resides two (2) miles from his normal place of work, it shall be the responsibility of the employer to provide suitable transport to a point agreed by the employer and the employees.

ARTICLE 25

Shop Steward/Union Representative
(i) Parties to this agreement recognize 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 officials shall intervene 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) In the event of a layoff the employer agrees not to take advantage of the situation discriminating against shop stewards and union officials.
(iv) When it becomes necessary to transfer a shop steward or union official, the employer will give the union one month notice of the layoff.
(v) Such shop stewards shall also receive all complaints of the employees, as well as those of the employers during working hours which 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.
(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 without 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 subject referred to in this Agreement with any individuals purporting to represent the Union other than its accredited representatives; and to provide identification cards to such Shop stewards.
(viii) It is agreed that employers or their agents shall at all times co-operate fully with Shop stewards in all matters affecting Labour/Management relations.

ARTICLE 26

Check-Off
It is agreed that so long as a Union holds the appropriate collective bargaining certificate and has not less than fifty-one (51) per cent (51%) Union membership in any of the establishments represented in this Agreement, the Employer/Management concerned shall at the request of the Union introduce the check-off system in the collection of Union's entrance fees and monthly dues on behalf of such Union in accordance with section 9 of the Regulation of Wages and Industrial Relations Act. All monies so collected by the employers shall be paid to the Union's bank account.

ARTICLE 27

Handicapped Employee
In the event of employees sustaining injuries at work or becoming affected by occupational diseases in the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the employers to give the handicapped employee such suitable employment as is available.

ARTICLE 28

Non-Victimisation
The employers and Unions agree that there shall be no victimisation of any employee because of Union membership or activities.

ARTICLE 29

Joint Consultation
Where workers of an establishment so request, work committees consisting of an equal number of workers and employers representatives shall be established to discuss 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 30

Change of Trade or Occupation
Change of trade or occupation shall be mutually agreed between the employer and the worker concerned. Any such change shall not affect the services of the worker nor reduce his rate of pay except by mutual agreement in writing between the employer and the worker or his representative. In such circumstances, a worker may agree to accept a lower rate of pay.

ARTICLE 31

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 establishment 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 represented in the Agreement from offering higher rates of pay terms and conditions better than those herein agreed.

ARTICLE 32

Industrial Accident
Compensation for Industrial Accident shall be in accordance with the Workmen's Compensation Act No. 18 of 1969.

ARTICLE 33

Tools Maintenance Allowed
A tools maintenance allowance at the rate of 6 cents per day will be paid to employees who are required to use their own tools in the employers business.
(a) An approved list of tools will be agreed between each employer represented on the Council and the Union concerned.
(b) The allowance will be for the total number of days worked in any one monthly period and subject to periodic inspection of the worker's kit by the employer or persons deputed by him.


### Occupations

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<thead>
<tr>
<th>Occupations</th>
<th>Agreed Minimum Daily Rates Le</th>
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<tbody>
<tr>
<td>1st Class Artisan (Grade B in any Trade)</td>
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<tr>
<td>2nd Class Artisan (Grade C in any Trade)</td>
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<tr>
<td>Driver (Light Vehicle)</td>
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<tr>
<td>Driver (Heavy Vehicle)</td>
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<td>Security Guard</td>
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<td>Watchman</td>
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<td>Janitor</td>
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<td>Gateman</td>
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<td>Cleaner</td>
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<td>Garden Boy</td>
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<td>Driver's Mate</td>
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<td>Lorry Man</td>
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<td>Head Cook</td>
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<td>Head Steward</td>
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<td>Cook</td>
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<td>Steward</td>
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<td>Laboratory Attendant (Education)</td>
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<td>Library Attendant</td>
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<td>Laundry Man</td>
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<td>Nursing Aid (Education)</td>
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<td>Display Artist</td>
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<td>Accountant</td>
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<td>Mechanised Ledger Clerk</td>
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<td>Mechanised Ledger Clerk</td>
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<td>Packing Room Clerk</td>
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<td>Sales or Counter Clerk</td>
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<td>Station or Booking Clerk</td>
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<td>Store Clerk</td>
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<td>Delivery Clerk</td>
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<tr>
<td>Kardex/Abstract Clerk</td>
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<tr>
<td>Copy Typist</td>
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<tr>
<td>Shorthand Typist</td>
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<td>Storekeeper-Selling</td>
<td>30.17</td>
</tr>
<tr>
<td>Storekeeper non-Selling</td>
<td>42.32</td>
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</tbody>
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An increase of 30 cents per day to daily rated employees and Le80.00 per year to monthly salaried employees are reflected in the above agreed minimum rates.

### Conditions—Hours of Work (Working Week)

(a) The rates of pay agreed in this Agreement are payable for a normal working day of 6 hours, exclusive of meal times. A worker shall be paid a full day's pay for a normal Saturday of 4 hours provided he shall not have been absent without permission or, in the case of absence due to illness without producing a medical certificate of incapacity, on any working day of that week.

(b) Every employer shall in respect of everyday, pay to every worker in his employment to whom this Agreement applies, a sum not less than the daily wage normally paid to the worker provided that:

(i) He is willing to perform any service outside his usual occupation which in the circumstances he can reasonably be asked to perform during any period when work is not available for him in his usual occupation. However, an employer shall not be obliged to pay wages to any worker who performs no work whatsoever on any day except as covered by Article 35 (c).

(ii) He is capable of and available for work.

(c) If a worker has been instructed to commence work on a day which they have not agreed to work in, he shall be paid a full day's wages. If a worker who has reported for work is told to wait at the job site by a supervisor after normal starting time in case the weather clears, he shall receive a full day's pay whether he actually 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 has not sent medical certificate or communicated with his employer giving reasons for his absence within 5 days, the employer can temporarily replace him. However, should such worker return within 10 days of being absent and give satisfactory explanation for his absence, the employer should re-absorb him in his establishment.

### Gratuity on Retirement/Termination

(a) Any existing gratuity schemes being operated by the respective employers that are parties to this Agreement and any entitlements applicable to employees therefrom which are more beneficial to those under Section 2 shall continue.

(b) Where no such gratuity/pension schemes exist, any worker who has served the same employer continuously for a period of not less than three years and whose services are terminated for reasons other than gross misconduct shall be entitled to the following gratuity:

- From two to five years service—10 working days pay for each completed year of service;
- From six to ten years service—12 working days pay for each completed year of service;
- Over ten years service—15 working days pay for each completed year of service.

### Annual Increment

(a) An employee who is on a 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.

(b) Where an employee's work and conduct have not met the required standard and the award of a normal increment not justified, the employee shall be informed in writing. A review of the case shall however be made six months after the normal incremental date.
Cashier (Cash Desk)
Wholly or mainly engaged in checking amount receivable, collecting cash, giving 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 paid 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, cutlass and similar tools, assisting skilled workers, etc.; but excluding cultivation of farm land and rearing of livestock.

Gatekeeper
Wholly or mainly engaged in opening and shutting gates for the purpose of facilitating the entry of persons or vehicles, and checking the unauthorised 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 by day or by night

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

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

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

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

Janitor
Wholly or mainly engaged in sweeping, scrubbing and mopping parts of buildings, empties tenants garbage cans disposed of refuse, replaces light bulbs and fuses, and makes minor repairs to installed equipment; clears footpaths of debris.

Porter
Wholly or mainly engaged in carrying and stacking goods in warehouse; market or similar establishments; loads, articles and tins on shelves according to instructions.

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

Wholly or mainly engaged in preparing, seasoning and cooking soups, meats, vegetables, desserts and other foodstuffs for consumption in hotels, restaurants, clubs, schools, caterers and other establishments; supervises cleaning up and dishwashing in kitchen.

Head Cook

Wholly or mainly engaged in planning meals and supervising and co-ordinating work of cooks and kitchen helpers in hotels, schools, restaurants, and other establishments; plans daily menus taking into account probable number of guests, 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, New England.

APPENDIX 'B'

CONSTITUTION AND RULES OF SERVICES TRADE GROUP NEGOTIATING COUNCIL

The name of the Council shall be "SERVICES TRADE GROUP NEGOTIATING COUNCIL" (hereinafter referred to as the "COUNCIL") established, under Section 17 (3) of the Act No. 18 of 1971—Regulation of Wages and Industrial Relations and consisting of the Services Trade Group Negotiating Employers 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 Workers Union, Provincial and General Workers Union and the Sherbro Amalgamated 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 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 Unions.

(b) The Employers and the Unions respectively may appoint alternate members for each of the seven (7) members which 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.

(c) Each side shall have the right to withdraw any of its members on 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 appoint an independent Chairman 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 other duties as the Chairman may direct.

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 representatives of the Employers and three representatives of the Unions.

6. Recording of Proceedings of Meetings

Records of the meeting shall be prepared by the Secretary and shall not be circulated until jointly approved by the Chairman and the Vice-Chairman. Agreement reached between the Employers and the Union shall be in writing and signed by at least two authorised representatives of each side.

7. Press Releases

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.

8. 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 1971, the Council shall refer the dispute to the Minister for settlement as provided for in Section seventeen (17) of the Act.

9. Amendment of Constitution

The Council shall have the power to amend or add to this Constitution as it may think fit and in doing so either partly shall give the other two (2) months notice in writing of its wishes and will provide details of the proposed amendments or additions. Negotiations shall be conducted by the SERVICES TRADE GROUP NEGOTIATING COUNCIL. It is agreed that whilst negotiations are continuing this present constitution shall remain in force.