Notice of Terms and Conditions of Employment Agreed by the Building and Construction Trade Group Negotiating Council

Notice is hereby given in accordance with Act No. 18 of 1971 that the terms and conditions of employment agreed by the Building and Construction Trade Group Negotiating Council on the 1st of October, 1976 and set out in the agreement published hereunder, which amends the agreement made on the 26th April, 1973 and published as Government Notice No. 506 in Sierra Leone Gazette Extraordinary No. 43 of 9th June, 1973 as further amended by the agreement made on the 23rd October, 1974 and published as Government Notice No. 1144 in Sierra Leone Gazette Extraordinary No. 84 of 8th November, 1974 constitute the recognised terms and conditions of employment applicable to the workers specified in the agreement.

2. After the expiration of one month from the date of this Notice, 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.

MINISTRY OF LABOUR
Govt. Notice No. 1001
THE REGULATION OF WAGES AND INDUSTRIAL RELATIONS ACT
(Act No. 18 of 1971)

FRIDAY, 22ND OCTOBER, 1976 No. 78

AGREEMENT SETTING OUT TERMS AND CONDITIONS OF SERVICE FOR ALL BUILDING AND CONSTRUCTION TRADE WORKERS BELOW SUPERVISORY LEVEL IN SIERRA LEONE

This Agreement, signed on this 1st day of October, 1976, was made by the Building and Construction Trade Group Council, This Council comprises representatives of all Employers in Sierra Leone in the Building and Construction Industry on the one part and the Trade Unions to which Collective Bargaining Certificates have been granted by the Minister of Labour representing all workers in the Building and Construction Industry below Supervisory level on the other part.

The agreement signed on the 26th April, 1973, and amended 23rd October, 1974, (hereinafter referred to as the existing agreement) as amended hereunder shall constitute this new agreement.

1. The number 3 preceding Definition of a Supervisor in the existing agreement shall be deleted.

2. Sub-Clause (c) of Definition of a Supervisor in the existing agreement is hereby repealed and replaced by the following new sub-clause—

(c) Earning not less than Le140.00 per month.

3. Clause 8 of the existing agreement is hereby repealed and replaced by the following new clause—

Annual Leave
Each worker to whom this agreement applies shall be entitled to paid leave as follows:—

At the end of the 1st, 2nd and 3rd year's service with the same employer

At the end of the 4th, 5th and 6th year's service with the same employer

At the end of the 7th, 8th, 9th and 10th year's service with the same employer

14 working days

17 working days

22 working days

PRINTED BY THE GOVERNMENT PRINTING DEPARTMENT, SIERRA LEONE
Annual Subscription: Inland Le8.66; Surface Mail Le10.60; Air Mail Le39.38
To be purchased from the Government Bookshop, Lightfoot Boston Street, Freetown. Price 18c. G.P. O/A620/76/2,300/10.76.
At the end of the 11th year's service with the same employer and at the end of each subsequent year's service with the same employer 24 working days

4. Clause 9 of the existing agreement is hereby repealed and replaced by the following new clause—

9. (a) Travelling Time

Employees covered by this agreement shall be entitled to travelling time as detailed below in addition to leave earned when proceeding to their place of birth on vacation leave.

The onus of proof of his place of birth and that he has actually made the journey will rest with the worker. The onus of proof of a worker's place of engagement shall be left with the employer's records.

Zone 1
Within a radius of 50 miles from place of engagement:
No extra travelling days.

Zone 2
Over 50 miles radius and up to a radius of 150 miles from place of engagement: One day extra each way on full pay.

Zone 3
Over 150 miles radius from place of engagement: Two days extra each way on full pay.

9. (b) A leave allowance shall be paid to all employees covered by this agreement proceeding on annual leave to their place of birth as follows:

- Proceeding to Zone 1 as above Le20.00
- Proceeding to Zone 2 as above Le30.00
- Proceeding to Zone 3 as above Le45.00

5. Clause 10 of the existing agreement shall be re-numbered 10 (a) and the following new sub-clause shall be inserted immediately thereafter:

10. (b) In the case of shortage of materials on site which would necessitate turning out workers for a few day's notice shall be given to all workers to be effected at the end of the last days' work not to report for duty and when to report again.

Should this be violated, transport will be provided for or paid to all workers who would be asked to return home and the worker will be marked half-a-day's basic pay.

6. Clause 11 of the existing agreement is hereby repealed and replaced by the following new clause:

11. Medical Facilities

Except in cases where the ailment is proved to be self-inflicted and/or one of a social nature:

(a) Employers shall provide First Aid Facilities free of charge for all workers.

(b) A sick memorandum shall be issued to any worker who reports sick to enable him to attend and receive treatment at a government hospital, or at the Company's private doctor, where one is provided, except where in an emergency, a worker shall report to the nearest medical establishment or clinic.

(c) In areas where there is no government hospital or Company's doctor, a sick note shall be provided for treatment at the nearest suitable medical establishment or clinic.

(d) When a worker is sent to the hospital or to the Company's doctor for treatment for minor ailments, the cost of treatment and drugs, if any are prescribed, shall be a charge on the employer.

7. Clause 12 of the existing agreement shall be re-numbered 12 (a) and the following new sub-clauses shall be inserted immediately thereafter:

(b) Termination for Medical Reasons

Except in cases of self-inflicted ailments and/or where the ailment is one of a social nature if after five years service with the same employer a worker is declared unfit for further employment by the Company's doctor or a qualified medical officer at a recognised hospital the provisions of the long service award clause (Clause 16) shall apply.

(c) Death

Except in cases of self-inflicted ailments and/or where the ailment is one of a social nature if after completing five years service with the same employer his immediate dependent or next of kin shall be awarded his entitlements which shall have accrued at the time of his death a gratuitous award to be calculated in accordance with the provisions of the long service award (Clause 16) as if the worker had retired voluntarily.

8. Clause 13 of the existing agreement is hereby repealed and replaced by the following new clause:

13—Leave for urgent Private Affairs

Leave for urgent private affairs will be granted as follows:

Paid leave for a number of days leave which at the time of the request an employee has accrued plus a maximum of 7 days unpaid leave. Should an employee not report back after the end of the stipulated period, without valid reason, he shall be considered to have abandoned his employment.

9. Sub-clause (f) of Clause 15 of the existing agreement is hereby repealed and replaced by the following new sub-clause:

(f) Redundancy compensation shall be paid to all workers covered by this agreement at the following rates:

From end of 1st year to end of 3rd year 10 days basic pay for each completed year of service.

From end of 4th year to end of 5th year 11 days basic pay for each completed year of service.

From end of 6th year and at the end of each subsequent year:

- From the end of the 6th year 12 days basic pay for each completed year of service.
- From the end of the 7th year 13 days basic pay for each completed year of service.
- From the end of the 8th year 14 days basic pay for each completed year of service.
- From the end of the 9th year 15 days basic pay for each completed year of service.
- From the end of the 10th year 16 days basic pay for each completed year of service.
- From the end of the 11th year 17 days basic pay for each completed year of service.
- From the end of the 12th year 18 days basic pay for each completed year of service.
- From the end of the 13th year 19 days basic pay for each completed year of service.
- From the end of the 14th year 20 days basic pay for each completed year of service.
- From the end of the 15th year 21 days basic pay for each completed year of service.
- From the end of the 16th year 22 days basic pay for each completed year of service.
- From the end of the 17th year 23 days basic pay for each completed year of service.
- From the end of the 18th year 24 days basic pay for each completed year of service.
- From the end of the 19th year 25 days basic pay for each completed year of service.
- From the end of the 20th year 26 days basic pay for each completed year of service.

The provisions of the long service award clause (Clause 16) shall apply.

10. Clause 16 of the existing agreement is hereby repealed and replaced by the following new clause:

16. After 5 years' service with the same employer a worker shall be entitled to the payment of the following long service award:

From the end of the 6th year to the end of the 10th year 12 days basic pay for each completed year of service.

From the end of the 11th year to the end of the 15th year 14 days basic pay for each completed year of service.

From the end of the 16th year to the end of the 20th year 16 days basic pay for each completed year of service.

At the end of the 21st year and at the end of each subsequent year:

26 days basic pay for each completed year of service.

11. Clause 19 of the existing agreement is hereby repealed and replaced by the following new clause:

19. Transport

Transportation will be provided by the employer to and from fixed pick-up points which shall be agreed by consultation between each employer and the Union.

12. Clause 22 of the existing agreement is hereby repealed and replaced by the following new clause:
22. Transfers

(a) An employee can be subjected to transfers to any part of Sierra Leone where there may be a branch of their establishment. When such transfers are planned, employees concerned should, except in cases of emergencies, co-operate with Establishment.

(b) When an employee is required by his employer to be permanently transferred to any place other than their normal place of work the employer undertakes to provide transportation for the employee, one wife and up to a maximum of 3 children up to 18 years of age or pay for such transport at current Road Transport rates. The same facility will be provided if the employee is transferred back or wishes to return to his original normal place of work immediately after he resigns or is terminated. Upon such permanent transfer an employee will be entitled to a removal allowance of Le35.00.

13. Clause 23 of the existing agreement is hereby repealed and replaced by the following new clause:—

23. Out-Station allowances

For temporary transfers which should not exceed 3 months the employer will provide transportation plus a night allowance of 60c (Sixty Cents) per night and the employee will provide his own lodgings.

14. Clause 31 of the existing agreement shall be re-numbered 31 (a) and the following new sub-clause shall be inserted immediately thereafter:—

(b) The employers agree to encourage their employees by providing on-the-job training in their field of activities so as to increase efficiency, capability and possible advancement within the employer’s establishment where such opportunities exist.

15. Clause 32 of the existing agreement is hereby re-numbered 33 and the following new clause is hereby inserted immediately after Clause 31 (b):—

32. The employers agree to supply the following articles to employees as specified below.

(i) Rubber boots and rubber gloves for block-makers
(ii) Safety helmets for lift workers and quarry workers
(iii) Milk and goggles for welders
(iv) Torchlights and whistles for night watchmen and night security guards
(v) Gloves for steel benders
(vi) Overalls for garage workers and welders
(vii) Soap for garage workers
(viii) Raincoats for watchmen, security guards and messengers during the rainy season.

The life time of these articles shall be:

(i) Torchlights to last one year with batteries to be changed monthly
(ii) Helmets to last 3 years
(iii) Boots and gloves to last 1 year
(iv) 2 Overalls for one year
(v) 1 raincoat to last 2 years
(vi) 1 tea-cup milk per day
(vii) 1 pair goggles for one year
(viii) 1 whistle on engagement.

Employees who have been provided with any of these articles and neglect to use them and maintain them in the proper manner at all times shall be liable to disciplinary action. Any loss or damage to any of these items shall be paid for by the worker or, failing that, the employer will replace the item and deduct its cost from employees’ wages.

16. Clause 1 of Part II of the existing agreement is hereby repealed and replaced by the following new clause:—

1. Areas

All the terms and conditions of this agreement shall apply to the whole of Sierra Leone and the country will no longer be divided into areas.

17. The rates of wages and salaries listed under Area A in Part II of the existing agreement are hereby revised by awarding the following increments:—

(a) 26c (Twenty six cents) per day to all Ferrymen, Head Ferrymen, Watchmen and Security Guards.
(b) 20c (Twenty cents) per day to all other daily rated employees
(c) Le5.50 (Five Leones and Fifty Cents) per month to all other monthly rated employees.

18. The list of categories of employees listed in the existing agreement as sub-clause (f) Miscellaneous shall be amended by the inclusion of the following new category:—

Temporary Clerical Assistant (Ministry of Works) — Le52.00

19. The terms of this Agreement come into effect on the 1st day of October, 1976.

For and on behalf of all Building and Construction Employers in Sierra Leone.

M. G. YANNI,
(Sierra Leone Construction Company Limited)

H. O. SIGRIST,
(Falkenberg and Braun Limited)

G. RUOZI
(General Engineering and Construction Company Limited)

For and on behalf of all Workers below supervisory level in the Building and Construction Industry in Sierra Leone.

TEJAN A. KASSIM
(General Secretary) (Artisans, Ministry of Works, Employees and General Workers’ Union)

JOSEPH T. GBONDO
(General Construction Workers’ Union)

G. A. THOMAS,
(Chairman)

For and on behalf of all Workers below supervisory level in the Building and Construction Industry in Sierra Leone.

TEJAN A. KASSIM
(General Secretary) (Artisans, Ministry of Works, Employees and General Workers’ Union)

JOSEPH T. GBONDO
(General Construction Workers’ Union)

G. A. THOMAS,
(Chairman)