

# The Sierra Leone Gazette

(Extraordinary) Bublished by Authority

Vol. CLXIV

TUESDAY 14TH MARCH, 2023

No. 12

FREETOWN. 14th March 2023

MINISTRY OF LABOUR AND SOCIAL SECURITY

Govt. Notice No. 38

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

Notice is hereby given in accordance with the Regulations of Wages and Industrial Relation Act (No. 18 of 1971) that the Terms and Conditions of Service for Shipping Clearing and Forwarding Employees below supervisory level in the Republic of Sierra Leone, and set out in the Agreement published hereunder constitute the recognised Terms and Conditions of Employment applicable to the Workers specified in the Agreement.

From the effective date of this Agreement, all Employers of Workers to whom this Notice applies shall observe the recognised Terms and Conditions of Employment or such Terms and Conditions of Employment as are not less favourable than the recognised Terms and Conditions .

JOHN KALLON

COMMISSIONER OF LABOUR MINISTRY OF LABOUR AND SOCIAL SECURITY NEW ENGLAND FREETOWN

COLLECTIVE AGREEMENT BETWEEN THE EMILOYERS IN THE SHIPPING, CLEARING AND FORWARDING TRADE GROUP AND THE CLERICAL, INSURANCE, BANKING, ACCOUNTING, PETROLEUM, INDUSTRIAL AND CONMERCIAL EMPLOYEES UNION (C.I.B.A.P.I.C.E UNION)

#### INDEX OF ARTICLES

#### PARTICULARS PAGE ARTICLES Article 1-Premable 1 Article 2-Recognition: 2. Article 3-Engagement of Employers/Conditions

- of Employment: Article 4-Hours of Work
- Article 5-Overtime
- Article 6-Punctuality

5.

- Article 7-Annual Increment/Appraisal
- Article 8-Promotion
- Article 9-Annual Leave/ Leave Allowance 9
- 10. Article 10-Out of Station/Accomodation All wance
- 11. Article 11-Sick Leave
- 12. Article 12-Maternity Leave
- 13. Article 13-Medical Facilities

- 14. Article 14-Acting Appointment
- 15. Article 15-Performance of Duties
- 16. Article 16-Change of Designation
- 17. Article 17-Staff Insurance Coverage
- 18. Article 18-Grievance Procedure
- 19. Article 19-Discipline
- 20. Article 20-Suspension
- 21. Article 21-Resignation and Termination
- 22. Article 22-Staff Insurance Coverage
- 23. Article 23-Absence from Duty
- 24. Article 24-Aid in Studies
- 25. Article 25-Redundancy
- 26. Article 26-Redundancy and Compensation
- 27. Article 27-Union Security
- 28. Article 28-Cessation of Work
- 29. Article 29-Retirement/End of Service Benefits
- 30. Article 30-End of Service Benefits
- 31. Article 31-Supply of Raingears
- 32. Article 32-Uniforms
- 33. Article 33-Records of Employees
- 34. Article 34-Staff Welfare
- 35. Article 35-Supply of Collective Agreement
- 36. Article 36-Transport Allowance
- 37. Article 37-Meal Allowance
- 38. Article 38-Rent Allowance (Yearly Allowance)
- 39. Article 39-Wages/Salaries Scales
- 40. Article 40-Validity of Appendices
- 41. Article 41-Bonus/Yearly Incentives
- 42. Article 42-Duration of Agreement
- 43. Article 43-Certificate of Service
- 44. Article 44-Bereavement Allowance
- 45. Article 45-Wages and Salaries

This Agreement made this 1st Day of May, 2022 between the Employers in the Shipping, Clearing and Forwarding Trade Group registered and operating in Sierra Leone with their respective registered Head Office C/o Sierra Leone Employers Federation, Guma Building, Lamina Sankoh Street, Freetown hereinafter referred to as the (EMPLOYERS) of the first part and the Clerical, Insurance, Banking, Accounting, Petroleum, Industrial and Commercial Employees Union, registered in accordance with the Laws of Sierra Leone and having its Head Office C/o Sierra Leone Labour Congress (S.L.L.C) Building 35, Wallace Johnson Street, Freetown, hereinafter referred to as the (UNION) of the other part.

This Agreement substitutes all other Agreements previously entered into between the Union and the parties hereto and shall be read in conjunction with and is supplementary to the Regulation of Wages and Industrial Relations Act No. 18 of December, 1971 (Hereinafter referred to as "The Act").

### Article 1-Preamble:

It is the intent of the parties concerned to co-operate in establishing Terms and Conditions of Employment which shall secure for the Employees concerned a Living Wage and Fair Conditions of Service and reasonably and peacefully adjust all disputes which may arise between them so as to ensure an un-interrupted operations of the business.

### Article 2 - Recognition:

The Employers agree to recognize the Union as the sole negotiating and Collective Bargaining body for all Employees below Supervisory Level who are employed by the various Companies operating in the Shipping, Clearing and Forwarding Trade Group.

- (a) For the purpose of this Agreement a SUPERVISOR shall be deemed to be an employed person above the position of Assistant Manager and having the authority in consultation with management to Hire, Transfer, Promote and execute disciplinary action. He shall also have responsibility to direct such Employees or to settle their grievances.
- (b) The Employers undertake to inform all Employees within the scope of this Agreement that their Terms and Conditions of employment are covered by the provisions of this Agreement and a copy of which shall be given to all such Employees.
- (c) In the event that Government by legislation declared restrictions on movement of persons/ goods in an attempt to minimize or reduce the effect of any disease, virus or epidemic which impact negatively on the business activities/ operations the management and Union shall meet together to map out the way forward to releave the Employees from any job loss or disadvantage. The Employer shall not undertake any action without consultation and agreement reached with the union.

It is agreed that the Union and the Employer undertake that their representatives and officers shall accept responsibility for compliance by their respective members with the conditions laid down in this agreement and agree to take all possible steps to prevent or bring to an end as speedily as possible any action taken by their respective members which is at variance with this agreement or the provisions of any other negotiated agreement.

## Article 3-Engagement of Employees/Conditions of Employment:

#### (A) Engagement:

All Employees whose Terms and Conditions of employment are covered by this Agreement shall be employed in accordance with the Laws of Sierra Leone. At the time of engagement, all recruited Employees shall be given letters of appointment setting out clearly the following:

- (i) Their Job Group/Grade.
- (ii) Initial Basic Salary and related Monthly Allowances
- (iii) Probationary Period
- (iv) Job description

#### (B) Probation:

All newly appointed Employees shall serve a Probationary period of Three (3) months. This period may be extended by a further period of Three (3) months if the Employer is not satisfied with the work performance of the Employee in which case the Employee will be so informed in writing one (1) month before the expiry date of the first review period. The Employer may confirm an Employee before the expiry date of the probationary period if he is satisfied with his work performance.

### (C) Termination of Probationary Period:

An Employee on probation may have his services terminated subject to One (1) month notice in writing or payment of One (1) month salary including all monthly allowances in lieu of the said notice. The Employer shall indicate in the letter of Termination the reason (s) for such termination.

- (D) Confirmation of Appointment of Probationer: On Confirmation of Appointment to a permanent staff the Employee shall be advised accordingly in writing and job description made available to him immediately.
- (E) <u>Medical Examination Prior to Employment:</u>
  All Employees prior to engagement shall be subject to
  Medical Examination by the Employer's Medical
  Practitioner at the Employers expense.

(F) Placement of new Employees:

All newly recruited Employees without previous work experience shall be placed in the initial entry point of the Salary Scale relevant to the job for which he is employed. Where the Employer is satisfied that the Employee has acquired previous work experience, expertise and suitable qualification, shall place such Employee in an appropriate point in the salary scale relevant to his job.

### (G) Employment of Casual Labour:

#### (i) Definition of Casual Labour:-

A Casual Labour shall be someone contracted to perform a job of purely casual nature and for a limited period of time of up to a maximum of One (1) week at any given period, such casual jobs may not include those jobs normally performed by permanent Employees on regular or routing basis. Employees so contracted shall enjoy all the benefits in this Agreement that are enjoyed by permanent staff.

### (ii) Temporary or Part-Time Worker:

A Temporary or Part-Time Worker shall be one employed to perform a job of a purely temporary or part-time nature and for a period such as Relief duties. An Employee so contracted for that specific period which shall not exceed One (1) month at any given time shall enjoy the full benefits of this Agreement and any other Agreement entered into by the parties concerned as enjoyed by permanent staff. At the cessation of the contract (part time or temporary) such an Employee shall accept termination of employment.

### (iii) Contract Employees:

These shall be Employees contracted with special skills or expertise which the permanent Employees do not possess to carry out specific jobs for a short period not exceeding Two (2) months at any one time. Such Employees shall enjoy all the benefits contained in this Agreement or any other Agreement to which the Employer and the Union have entered into which permanent staffs do enjoy. At the cessation of the contract, such Employee shall accept termination of employment (CONTRACT).

- (iv) No Employee whether casual, temporary parttime or contract, shall receive remuneration, wages or salaries and allowances below the stipulated remuneration, wages/salaries and allowances contained in the Agreement and any other Agreement to which the Employer and the Union have entered into.
- (v) Casuals, Contract/Temporary or Part-time Employees who have served the same Employer for an aggregate period of Three (3) months in any one (1) year shall be given first consideration for absorption to the permanent position.

Where the same Employee has served the Employer beyond Four (4) months on aggregate within One (1) year, such an Employee shall be deemed to have been made permanent even if the Employer had not done so in writing.

### (vi) Notice of Termination:

Where the service of an Employee be the Casual, Temporary Part-Time or Contract is terminated such Employee shall be entitled to One (1) month notice in writing or payment of One (1) month salary including all allowances as contained in this or any other Agreement (better Conditions) section 15 of the Regulation of Wages and Industrial Relation Act No. 18 of 10th December, 1971.

#### ARTICLE 4 - HOURS OF WORK:

The maximum hours of work per week of Five (5) days for all categories of Employees shall be Thirty-Seven (37) hours worked out as follows:-

Monday to Thursday - 0800 hours to 16:30 hours Fridays - 0800 hours to 1600 hours

#### ARTICLE 5 - OVERTIME:

Provided the Employee has completed his/her daily hours of work in full, it is agreed that all those Employees whose TERMS AND CONDITIONS OF SERVICE are covered by this Agreement, shall be paid Overtime at the rate of Time and Half for normal working day and DOUBLE TIME for Saturdays, Sundays and Public Holidays

#### ARTICLE 6 - PUNCTUALITY:

- (a) Employees shall strictly observe the working hours of the Company, and shall be punctual at work.
- (b) Punctuality will be taken into consideration when the time comes for Annual Increment or Special Recommendation to be made.

### ARTICLE 7 - ANNUAL INCREMENT/APPRAISAL:

(1) All Employees who has served the Employer for a period of One (1) year and above shall be entitled to a Notch Movement in his job grade yearly of not less than Eight (8%) percent effective 1st January of each year.

#### (a) Annual Appraisal:

An Annual Appraisal shall be effected for each Employee to enable the Employer determine the eligibility of any increment to be awarded.

The appraisal shall be discussed with the Employees concerned before the final report is made to enable the Employees raise any query or objections.

### (b) Notification of Increment:

Employees to whom the Annual Increment in salary will not be awarded shall be notified in writing at least One (1) clear month prior to the effective date of the increment, stating the reason (s) for with-holding the increment.

- (c) Where the Employee is not satisfied with the appraisal made by management, the matter can be taken up with the Head of management for further examination and discussion.
- (d) Increment with held shall be re-viewed not later than Six (6) months from the date the increment was given (1st January). In the event that the increment is re-instated it shall become effective as from the first day of the month following the date the decision is taken. In the case of special merit Employees may be granted either additional merit increments or promoted to a senior grade.

### (2) Performance Rating and Capacity Building:

(i) Integrity through performance appraisal procedures that shall assess the Employees general performance, comportment and attitude to work on a yearly basis.

### (ii) Performance Appraisals:

Shall identify the Employee's development needs to equip him to perform current tasks more efficiently and to prepare the Employee for future responsibilities at a higher grade/level (PROMOTION).

(iii) Standards for Assessing the Performance of Employees:

Shall be consistent and objectively applied Actions to be taken on the basis of appraisal of Employee's performance shall include:-

- (a) Promotion.
- (b) Transfer to a post more suitable with the Employees competence.
- (c) Definition of the Employee's capacity needs, granting or withholding of performance rating increment of not less than Five (5) percent.

This provision does not rule out those Employees who may be said to have reached the maximum in their Salary Scales and not promoted to a higher grade.

### ARTICLE 8 - PROMOTION:

(a) Existing staff shall be given first consideration in the matter of promotion to fill vacancies in higher grade, but promotion shall be made by management of the companies who shall take into account merit, technical ability and conduct in addition to length of service.

- (b) The Employers agree to taken such measures as may be necessary to ensure the proper training, supervision and instruction of management in order to eliminate any discriminatory acts or practices that will tend to dis-advantaged any Employee from benefiting from such opportunity.
- (c) Where a promotional system is in operation, the Employers agree that the assessment criteria will be examined to ensure they are not discriminatory.

### ARTICLE 9 - ANNUAL LEAVE/LEAVE ALLOWANCES:

All Employees shall be entitled to Annual Leave after they have completed Twelve (12) consecutive months service and thereafter shall be entitled to leave once in each calendar year. Initial and subsequent Annual Leave shall be subject to the exigencies of the service. For reasons of Health Leave shall be taken annually, but in special circumstances, the Employer may allow an Employee to accumulate his leave or part thereof. The Employers agree to acquaint all Employees of their due date of leave every year.

#### (A) Annual Leave Rates:

1 - 5 Years Service - 30 Working days each year

Over 5- 10 Years Service - 35 Working days each year

Over 10-15 Years Service-40 Working days each year Over 15-20 Years Service-45 Working days each year Over 20 Years Service -50 Working days each year

### (B) Leave Allowance:

- (i) All Employees whose Terms and Conditions of Service are covered by this Agreement shall be paid Leave Allowance of not less than twenty-five percent (25%) of their Annual gross pay at any time the leave is utilized.
- (ii) If as a result of the exigencies of the service an Employee is asked by the Employer to forego Annual Leave, the Employee shall receive payment for the number of days he is due leave and in addition the relevant leave allowance.

## ARTICLE 10 - OUT OF STATION/ACCOMMODATION ALLOWANCE:

(a) All Employees instructed to perform duties outside their normal place of work which includes normal Meal times shall be entitled to an allowance of a minimum of Seventy-Five Thousand Leones (le 75,000) each day he is out of his normal place of work.

- (b) The Employers shall provide suitable accommodation for outdoor Employees where their duties required them to stay outside their normal place of accommodation failing which, such Employee shall be paid Accommodation Allowance of a minimum of Three Hundred Thousand Leones (Le 300,000) per night plus any overtime worked. This Allowance is in addition to the out-ofstation Allowance in (a) above.
- (c) Any Employee who has to work any hour beyond his normal working hours outside his/her normal place of work shall be entitled to an inconvenience allowance of not less than Sixty Thousand Leones (Le 60,000) daily.

#### ARTICLE 11 - SICK LEAVE:

- (i) Sick Leave shall be taken to denote such days on which an Employee is unable to report for work owing to sickness and shall notify management on the same day or not later than the following working day.
- (ii) To receive Sick pay, such absence shall be supported by a Medical Certificate signed by a Medical Doctor appointed or approved by the Employer provided that in the case of an Emergency, a Certificate from a qualified Medical practitioner, other than a Doctor appointed by the Employer shall be acceptable to the Employer. The rates of Sick Leave with full pay in any period of twelve (12) months shall be:-

Up to five 5 Years Service - 3 months half pay
- 3 months full pay

Over 5 to 10 Years Service - 5 months half pay - 5 months full pay

Over 10 Years Service - 6 months half pay -

Over 10 Years Service - 6 months half pay 6 month full pay

This period is where an Employee is hospitalized either in the Home, Clinic or Hospital. Notwithstanding (ii) above, where an Employee has for a maximum of Two (2) years, not utilized more than Fifty (50) percent of his total Sick Leave entitlement for Two (2) years, consideration shall be given to review his Sick Leave if after exhausting his normal Sick Leave the Employee is still unfit to resume normal duties.

(iii) When a situation arises in which an Employee's Sick Leave for the calendar year is exhausted without favourable results it is agreed that such an Employee's case shall be reviewed by the Employer and the Union after which both parties shall seek the services of a Medical Board to determine the fate of such an Employee.

- (iv) Where an independent Medical Board recommends Termination of the employment of the Employee such an Employee shall on being terminated be paid in full the following Benefits:-
- (a) Salary and Allowances up to and including the month in which the Board's recommendation is effected.
- (b) All Benefits due including earned leave/leave allowance not utilized
- (c) Full benefits under End of Service Benefits (Termination).
  - (v) An Employee whose services are terminated on the advise of an independent medical board, shall be allowed free medical facilities for a period of one (1) year and thereafter the facilities will be terminated.

#### ARTICLE 12 - MATERNITY LEAVE:

(A) Where a female Employee becomes pregnant she shall be granted Maternity Leave for a maximum period of Eighteen (18) weeks on full pay. The Employee shall be required to produce a Certificate signed by a Medical Practitioner stating the approximate date of her confinement. The total leave shall on production of the said Medical Certificate be apportioned Nine (9) weeks before after confinement subject to any special medical recommendation. Female Employee who become pregnant within any period of less than One (1) year in the employment shall be granted proportionate Maternity Leave when applied for on full basic pay.

### (B) Paternity Leave:

- (i) The Employers recognized that male Employees with families may occasionally required time-off work to assist their spouses after birth of their child and will offer support and understanding accordingly.
- (ii) A male Employee who has served the Employer for a continuous period of Twelve (12) months whose spouse becomes pregnant shall be entitled to Two (2) weeks off duty on full pay.
- (iii) However before proceeding on Paternity Leave, the Employee shall be required to produce a Medical Certificate signed by a Medical Practitioner certifying the expected date of his spouse confinement, additionally, the male Employee may be granted his earned Annual Leave if so requested.

### ARTICLE 13 - MEDICAL FACILITIES:

- (1) The Employers shall provide free Medical Facilities to his Employees, Spouse and Three (3) Children aged up to Eighteen (18) years.
- (2) An Employee receiving Medical Treatment as an out-patient shall be provided with suitable transportation to convey him/her to and from the Hospital/Clinic as and when needed.
- (3) In the case of emergency illness or accident, where an Employee has not been able to consult the Company's nominated Doctor, the Employer will only refund the expenses involved provided a certificate is obtained from the qualified Medical Practitioner who treated the Employee, stating that the treatment was provided as a matter of emergency.
- (4) Operation fee will not normally be paid for by the company except in cases of accident arising during work or operations necessitated by illness which can be directly related to the Employee's work.
- (5) Dental treatment may not be provided nor will spectacles/Eye Glasses, Artificial Teeth nor maternity treatment except in special cases. It will be a condition that an Employee receiving Medical treatment will permit the Medical Officer to render full report on his/her illness if called for by management.
- (6) In the event of an injury sustained in the course of carrying out normal official duties, the Employee shall receive free Medical Treatment and all provisions of the workers compensation Act of Sierra Leone shall apply.

### ARTICLE 14 - ACTING APPOINTMENT:

- (a) Where an Employee perform the duties of a post in a higher grade on the writing advise of the Employer shall be paid an Acting Allowance equivalent to the difference between his/her current gross salary and the current gross salary of the higher grade of the substantive holder.
- (b) Where the salary of the Employee who has been appointed to act in the higher grade is already equal to or higher than the post he is to act the allowance shall be Three (3) points from the gross salary of the higher grade for which he is acting.
- (c) No Employee shall be allowed to act in a vacant post for a period exceeding Six (6) months. At the expiration of this period the Employee shall if proved satisfactory be made substantive in the post, the promotion may be made earlier by management.

The acting Employee shall not normally be promoted to the post in which he/she is acting if the substantive holder is sick or on study leave or is away for other reasons which requires reservation of the post.

### ARTICLE 15 - PERFORMANCE OF DUTIES:

Every Employee shall perform the duties with which he/she is entrusted conscientiously to the best of his/ her ability and in accordance with directions given by his superiors and within the provisions of this Agreement.

### ARTICLE 16 - CHANGE OF DESIGNATION:

- (i) In the event that the Union re-registers with the Registrar of Trade Unions under another Name during the term of this Agreement or any other Agreement as provided for in section 15 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971 (BETTER CONDITIONS), the Union undertakes that these and any other Agreement shall continue to apply and remain binding upon the Union during the said term.
- (ii) In the event that an Employer in this Trade Group changes its Name or Legal designation during the term of the Agreement or any other Agreement it has entered into with the Union the Employer undertakes that the Agreement and any other Agreement between him and the Union shall continue to apply and remain binding upon the said Employer during the said term.
- (iii) In the event of an intended change of designation, the Employees of such Employer shall be given Three (3) months notice where possible and copied the Union General Secretary.
- (iv) In the event of any change of designation or status of the Company as a result of the principal share-holder selling/ transferring his shares to another party, the Employee shall be giving Three (3) months notice after sufficient consultation with the Union who would have been advised of the change of designation or title in writing at least One (1) month to the effective date of the change.
  - (v) In the event of any change of Administration/Management of the Company as a result of the principal shareholder selling out or transferring his shares to other party (s) the Employees shall be given Three (3) months notice in writing or paid Three (3) months salaries including all allowances in lieu of such notice and all provisions in Articles 26 and 30, (i) shall apply in full. The Union shall be advised and consultation held with the Employer concerned with a view to reaching an agreement on the appropriate action to be taken.

### ARTICLE 17 - STAFF INSURANCE COVERAGE:

Employees covered by this agreement shall be eligible to full coverage of the Employers Insurance Policy against personal injury by accident arising out of and in their employment. All injury however trivial shall be reported within Forty-Eight (48) hours to the Manager responsible for staff matters.

### ARTICLE 18 - GRIEVANCE PROCEDURE:

The intention of the parties to this Agreement hereto is to establish the means for prompt disposal and amicable settlement of all complaints arising out of the application or interpretation of the Terms and Conditions of this Agreement. Should differences arise between the Employers and Employees or the Union as to the interpretation or compliance with or application of the provisions of this Agreement, an earnest effort shall be made to settle such matters in accordance with the following procedures.

#### First Stage:

Attempt shall be made by the Employee to discuss the Grievance verbally with the 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 then the Shop-steward shall discuss the grievance with the supervisor. If the matter is not settle it will be brought to the attention of the Departmental Manager within Two (2) working days.

#### Second Stage:

The Departmental Manager with the Shop-steward and aggrieved worker 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 to the Manager in charge of personnel Affairs (H.R. Manager).

#### Third Stage:

The Manager in charge of Personnel Affairs (H.R. Manager), the aggrieved Employee and Union Shopsteward shall attempt to dispose of the grievance. Nevertheless, as soon as a grievance is brought up at this level, in respect of Union Members, the Shopsteward shall notify the Union General Secretary thereof.

#### Fourth Stage:

Should the grievance not settled satisfactorily by the Manager in charge of Personnel Affairs (H.R. Manager) within Five (5) working days from the date he/she received such grievance, then the matter shall be referred to the Head of Establishment who shall schedule a meeting for the hearing of the complaints which should be resolved within Five (5) working days from the date the grievance is received. The Union General Secretary shall at this stage be fully involved in the discussions.

#### Fifth Stage:

In the event of a failure to resolve the grievance at stage 4 either party Union or Employer may request the Commissioner of Labour to act as a Conciliator in the dispute.

#### ARTICLE 19 - DISCIPLINE:

Where the services of any Employee have not proved satisfactory or where an Employee commits an offence which does not in the opinion of the company merit dismissal, he may be given written warning and such warning shall be recorded in his personal file. Before such written warning is given, the Employee shall be given a written query and shall be required to reply to such query within 48 hours. After three such written warnings have been given a fourth offence or continued unsatisfactory service shall give the company the right to terminate the employment of the Employee concerned

Stage 1: This should be regarded as a counseling session where the breach of rules or the poor performance of the Employee may be discussed with his/her immediate supervisor. It must be made quite clear what level of improvement is required and in what time scale such improvement should be achieved.

Stage 2: If the required standards have not been achieved within the time set out in stage 1, then the employee will receive a verbal warning, repeating the standards required and setting a new time limit. This warning will be noted on the Employee's personnel file and should be removed after Three (3) months if the required improvement is made. The Shop-steward should be invited at this stage to witness discussion between the supervisor and the employee in question.

- Stage 3: If the required standards are still not achieved, a written warning will be issued. This will take the form of a letter signed by a senior manager (responsible for staff matters). It must summaries the happenings of the previous 3 stages in this procedure setting out finally the standards required and the time limit. A copy of this letter shall be maintained in the personnel file for Six (6) months or for the time period set for improvement.
- Stage 4: If within the time set out in stage 3 the required standards have not been met, the Employee will be terminated by being given the contracted period of notice of termination of employment as indicated in the Collective Agreement.

Note: At each stage of the procedure the Employee has the right to be accompanied by the Shop-steward.

# Examples of circumstances in which action may be taken are:-

- Gross moral misconduct, whether pecuniary or otherwise.
- (2) Gross negligence in the performance of official duties.
- (3) Gross insubordination.
- (4) Fighting or striking another Employee within the Company's premises.

- (5) Being under the influence of alcohol thus incapacitating his ability to carry out his normal duties.
- (6) Gross negligence resulting in the damage to Company's property or financial loss.
- (7) Deliberate damage to Company's property.

### Examples of offences for written warning:-

- (i) Absenting one's self without permission.
- (ii) Negligence of duty.
- (iii) Using any abusive or insulting language or being guilty of insulting behavior to any person place in authority over him.
- (iv) Insubordination.
- (v) Constant lateness without satisfactory excuse.

### ARTICLE 20 -SUSPENSION:

Where the conduct of an Employee is found to be unsatisfactory, the Employer may suspend him/her after he/she has been issued with a written query and such suspension shall not exceed Three (3) working days without pay.

### 1) Suspension for investigation:

- a) Departmental Investigation: An Employee may be suspended during the period of investigations on his work conduct by the Employer for a period not exceeding fourteen (14) days during which period the Employee will be on FULL PAY and all other benefits to which he would have been entitled paid in full if the suspension is not followed by Termination, he shall be recalled.
- b) Suspension for Police Investigation:
- (i) Where the Police is investigating any matter having to do with the Employers business and for which an Employee is required to assist the Police in their investigation, the Employer may suspend the Employee on full pay including all Allowances to which he is entitled until the conclusion of the investigation.
- (ii) In the event that the Employee concerned is charged to court by the Police as a result of the investigation, the Employee shall cease to receive full pay from the 1st day of his appearance in court and shall then be paid half pay plus allowances until the matter is disposed off by the court.
- (iii) Where the Employee is not convicted by the court, he shall return to his job immediately and the matter considered closed with no further departmental action instituted thereafter. Part pay and allowances withheld shall be immediately re-instated.

(iv) In the event that the Employee is convicted by the court, the Employer shall be at liberty to terminate the services of the Employee.

### ARTICLE 21 - RESIGNATION AND TERMINATION:

(i) Permanent staff may resign their employment by giving the Employer One (1) month notice in writing or pay a month's salary and allowances in lieu of such notice. In either case, the Employee shall be entitled to full payment of End of Service Benefits for the entire period of his employment in accordance with Article 29 (d) of this Agreement.

This payment shall be made at the time the Employee ceases to be employed and is not supplementary to any deferred payment expressed or implied.

(ii) Where termination of service is contested by the aggrieved Employee the decision reached after the matter would have been resolved will be regarded as the date in which the termination takes effect and the Employee shall be entitled to receive full pay for the entire period in which the matter is being discussed to the dates a decision is reached to effect the action.

### ARTICLE 22 - LETTER OF REFERENCE:

An Employee who has been terminated or has resigned his appointment shall not be entitled to receive from management a Letter of Reference stating the following:-

- 1) Name of Employee
- 2) Date of Engagement
- 3) Position on engagement..... period.......
  Other positions held.

(i)	period	

(ii)..... period .....

4) Date of Leaving Employment.....

N.B. This shall be the only and final certificate issued by the Employer.

### ARTICLE 23 - ABSENCE FROM DUTY:

- (a) An Employee must inform management on the same day or not later than the following day if he is unable to attend duty. If fails to report and cannot give satisfactory explanation for failing to report he shall not be entitled to pay for the days in which he is so absent.
- (b) Where sickness is the reason for absence, a Medical Certificate must be produced within Three (3) working days.
- (c) An Employee indulging in persistent absentees may be liable to disciplinary action by management.

### (d) Abandonment of Employment:

An Employee who absents himself from work for seven (7) consecutive working days without reasons shall be deemed to have voluntarily terminated his services and will be terminated from the last day he was present at work

### ARTICLE 24 - AID IN STUDIES:

The Employer recognize the complexity of the shipping Industry and the growing challenges globally and in this respect, the company shall take action to put in place the necessary training facilities to equip staf with new skills and knowledge to face the growing demand on performance and high productivity.

- A) The Employer shall endeavour having regard to prevailing conditions, encourage Employees in gaining further qualification by study on courses relevant to the Employer's business.
- B) The Employers agreed to pay full cost of course Fee Books and other materials to Employees pursuing courses relevant to their job.

#### ARTICLE 25 - REDUNDANCY:

- (a) Redundancy is defined under this Agreement as the involuntary loss of employment through.
- (i) No fault of the Employee by reason that the Employer has ceased or intends to cease operating the business for which the Employee was employed and that the Employee shall not be replaced by any other worker.
- (ii) A change in the method of operation or administration or part thereof, a charge in management of the undertaking as a result of the principal shareholder (s) withdrawing or selling off his shares to any other Company or group of Companies/Persons.
- (iii) A change in the Employer's business registration (Article of Association etc)
- (iv) A change in the type of skills, qualifications and expertise which the serving Employee must posses to perform the duties required of him.
- (b) Before declaring any Employee redundant in a given post the Employer undertakes to explore the possibility of using the Employee's services in alternative employment. The Employer further undertakes to retain potential redundant Employees where such Employees can be retained within an industrial establishment.
- (c)(i) When a situation involving redundancy is considered likely to occur in an Industrial undertaking, the Employer shall give the earliest notice in writing of at least Tvo (2) months in confidence to the General Secretary of the Union and shall invite the Union to hold consultation and discuss the Redundancy plans.

- (ii) The Employer and Union shall consult and discuss together in good faith with a view to reaching an agreement in ensuring that the steps the Employer intend to take to deal with the redundancies are fully acceptable and explained to the individual Employees concerned with as much notice as possible and that the redundancies are carried out equitably.
- (iii) The Employer and the Union agree that NO EMPLOYEE shall be discharged in respect of redundancy prior to consultation with the Union and agreement reached on the implementation of the redundancy plans as provided for in this Agreement.
  - (e) The Employers and Union agree that when a situation involving redundancies occurs in an industrial undertaking the procedure to be adopted shall be strictly in accordance with the following principles.
  - (i) Normal notice of not less than Three (3) months shall be given to the Employees who are to be made redundant.
  - (ii) No Employee shall be discharged in respect of redundancy prior to consultation between the Employer and the Union and agreement reached as provided for in paragraph (c) of this Article.
  - (iii) Where skills, ability and performance are considered to be equal an Employee who is junior in length of service with the undertaking shall be discharged before an Employee who is senior in length of service.
  - (iv) In the event of an Employee been discharged in respect of redundancy, he shall be granted his full rights as provided by Law and by the Agreement.
  - (v) Notwithstanding the duration of this Agreement, until such time a new Agreement is negotiated an Agreement reached, this Agreement shall remain valid and binding on both parties (Employers and Union).
  - (f) An Employee declared redundant shall be placed on a recall least for Twenty (20) weeks following his discharge.
  - (g) An Employee recalled and reinstated in his former job shall be placed in his former grade for that job or if the grade has been increased, he shall be placed in the new grade.

### ARTICLE 26 - REDUNDANCY COMPENSATION:

- (1) In the event of an Employee being discharged in respect of Redundancy, the Employee shall be entitled to Redundancy Compensation as stipulated here under:-
- 1 3 Years Service 1½ month gross pay for each year

- Over 3 6 Years Service 2 months gross pay for each year
- Over 6 9 Years Service 2 ½ months gross pay for each year
- Over 9 12 Years Service 3 months gross pay for each year
- Over 12 Years Service 4 months gross pay for each year
  - a) Period of over Three (3) months and Six (6) months shall be regarded as Half and One
     (1) year respectively.
  - All arrears of Leave and Leave Allowance shall be paid prorate.
  - (2) In addition to this benefit, all allowances which are normally paid to the Employee at the end of each month shall also be paid in full including the period of notice as if the Employee is still working.
  - (3) Where Benefits (Compensations and End of Service Benefits) are not paid immediately the Employee ceases to be employed, the Employer shall continue to pay full salary and allowances monthly to the Employees until full settlement of Benefits are paid.
  - (4) Should there be any change in salaries and allowances whilst payment of Redundancy Compensation is still pending the increase agreed to between the Union and Employer shall be applied to the existing Salary and Allowances and Benefits re-computed using the revised Salary and Allowance.

### ARTICLE 27 - UNION SECURITY:

The Employers agree to deduct monthly Union Dues from the salaries of their Employees at the rate of Twenty-Five Thousand Leones (Le 25,000) and shall pay all such monies deducted by Crossed Cheque to the Union within Three (3) working days after the deduction has been made.

### (1) Service Fee:-

- It is agreed that Employees who are benefitting from the Terms and Conductions of Service Negotiated by the Union and are not contributing monthly to the Union in the form of Union Dues, the Employers shall deduct from the salaries of these Employees an amount of not less than Twenty-Five Thousand Leones (Le 25,000) Monthly as Service Fee as Monthly Dues paid by Union Members.
- (2) In the case of a change in Union Dues, the Union shall notify the Employer in a joint statement signed by the General Secretary and the Shopsteward advising them of the change.
- (3) No Employer or Employers organization and no person acting on behalf of an Employer or Employers organization shall with respect to any Employee employed in the Trade Group require:-

- (a) That an Employee shall not join the Union or shall relinquish his/her Union Membership which is a violation of his/her rights as entrenched in the 1991 constitution of Sierra Leone (Freedom of Association).
- (b) Take any prejudicial action including that of Termination/Dismissal or otherwise discriminate or impose any disciplinary action or disadvantage upon or against such Employee by reason of Union Membership.

#### ARTICLE 28 - CESSATION OF WORK:

- The Employers and the Union recognize that the economic well-being of both Employer and Employees is dependent upon the maintenance of harmonious relations and industrial peace. Therefore with full cognizance of their responsibilities, the Employers and Union 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 matter which may arise but is not referred to in this Agreement, they will enter into conciliatory discussions with the object of endeavouring to seek a settlement satisfactory to both and until these conciliatory channels may be available have been exhausted without result no arbitrary action designed to bring about a stoppage of work will be taken either by the Employer or the Union.
- (b) If in spite of their best endeavour to reach a mutually satisfactory settlement the Employers and Union fail to do so and in consequence either party decides that stoppage of work shall occur it is agreed that:-
  - There will be no strike or lockout on any matter while it is still a proper subject of the grievance procedure.
  - (ii) In any case, there will be no strike or lockout on any matter whatsoever until the normal Twenty-One (21) days notice of intent to strike or lockout has lapsed
  - (c) In the event of a strike or lockout it is agreed that both parties will bring to the notice of Employees the dangers both to the general public and other Employers in committing any act or acts likely to cause damage to the Employer's property.

### ARTICLE 29 - RETIREMENT/END OF SERVICE BENEFITS:

(a) The normal age of retirement from the company shall be Sixty (60) years but an Employee may opt for early retirement on reaching the age Fifty-Five (55) years and has

- worked with the same Employer for not less than Fifteen (15) years and has contributed to the National Social Security. Insurance Trust Fund (NASSIT) for not less than Fifteen (15) years.
- (b) In the case of those Employees who would have attained age Sixty (60) years and have not contributed adequately enough to benefit from the full complement of NASSIT Scheme shall have the remaining number of years validated by payment of such amount by the Employer to NASSIT to make up for the difference of the outstanding years.
- (c) Those Employees who have reached Fifty-five (55) years of age and have not contributed enough to earn them the full benefits of the NASSIT Scheme and opted to retire shall have to pay from his/her End of Service Benefits the additional contribution provided he/she wants to enjoy the full benefits of the scheme in order to validate his/her Retirement Benefits.
- Where the Employer decides to send an Employee on early retirement the Employer shall give the Employee Six (6) months notice in writing or pay in lieu Six (6) months salaries including all allowances normally paid at the end of the month and in addition full benefits for the period up to Sixty (60) years in accordance with the provision in Article 29 (g) in this Agreement as if the Employee has served up to the age Sixty (60) years.

### (4) Notice of Retirement:

- (a) Where the Employer decides to send an Employee on retirement Six (6) months notice in writing or payment of Six (6) months salaries including all allowances normally paid at the end of each month shall be paid in lieu of such written notice.
- (b) In the event that the Employee opts for early retirement Three (3) months notice in writing or payment in lieu shall be given to the Employer by the Employee.
- 5) Termination of Service/Resignation:
- (i) In the event that the services of a permanent staff is terminated or the Employee resigns his employment, One (1) month notice in writing shall be given to the Employer in the case of resignation or pay One (1) month Salary and Allowances normally paid monthly in lieu of such notice.
- (ii) Employees whose services are terminated or resign or died during active service, shall be entitled an End of Service Benefits for the period up to and including the date the Employee ceases to be employed in accordance with the provision of Article 29 (g) in this Agreement.

(iii) In the event of Death of an Employee during service the Employer shall pay to the NEXT OF KIN of the deceased, the same Benefits as stipulated in Article 29 (g) in this Agreement.

### ARTICLE 30 - End of Service Benefits:

Employees whose services are Terminated or Resigned or Died during Service shall be entitled to End of Service Benefits as follows:-

- (A) 1 3 years Service 1 ½ month gross pay for each year.
- Over 3 6 years Service 2 months gross pay for each year.
- Over 6 9 years Service -2½ months gross pay for each year.
- Over 9 12 years Service -3 months gross pay for each year.
- Over 12 years Service 4 months gross pay for each year
- (B) For period over Three (3) months and Six (6) months, shall be regarded as Half and One (1) year service respectively.

Where Benefits Compensation and End of Service are not paid immediately the Employee ceases to be employed the Employer shall continue to pay full Salary and Allowances to the Employee whilst waiting for the said Benefits to be paid in full.

(C) Should there be any changes in salaries and allowances whilst waiting for FULL payment of Benefits are still spending, the increase agreed to between the Union and the Employer concerned shall be applied and the revised Salaries and Allowances used to recompute the Benefits.

For period over Three (3) months and Six (6) months shall be regarded as Half and One (1) year service respectively.

#### ARTICLE 31 - SUPPLY OF RAINGEARS:

The Employer shall supply to all their Outdoor Employees adequate Rain Gears at regular interval but not more than Two (2) years.

#### ARTICLE 32 - UNIFORMS:

- (a) The Employers shall provide Uniforms at reasonable intervals but in any case not more than One (1) year at any time to all Employees who by the nature of their jobs will be required to be in Uniform.
- (b) The Employer shall bear the cost of Laundry for these Uniforms.

### ARTICLE 33 - RECORDS OF EMPLOYEES:

The Employers agreed to keep full and comprehensive records of each Employee's particular. The Union therefore agreed that each Employee shall from time to time inform his Employer of any change of address and or "NEXT OF KIN" etc.

### ARTICLE 34 - STAFF WELFARE:

Employees who have served the Employer for One (1) year and over shall be entitled to the following:

#### (a) School Fee Loan:

The full composite fee for at most Three (3) Children of age up to 18 years. Repayment shall be made within Twelve (12) months.

### (b) Personal Loan:

Employees of service over One (1) year shall be entitled to personal loan when requested.

(c) Repayment of such Loan shall not exceed 30 percent of Employee monthly basic salary and shall be interest FREE.

### (d) Loan of Medical Facilities.

Medical purposes which shall include but not limited to Occur treatment purchase of Eye Glasses, Dentures and any other related items not normally paid for by the Employer.

- (e) Repayment of this Loan shall be for a period of Six (6) years at a rate not more than 30% percent of the Monthly Basic Salary and shall be interest Free.
- (f) Housing Loan Scheme: Employees who have served the Employer for over Ten (10) years shall be entitled to Loan to help develop personal building structure estate and other related development on his personal property.

## ARTICLE - 35 - SUPPLY OF COLLECTIVE AGREEMENT:

The Employers agree that each Employee shall be supplied with a copy of this Agreement and any other negotiated Agreements at their expense. A new entrance on being absorbed into permanent position in the establishment shall also be supplied copy of the Agreement.

### ARTICLE 36 - TRANSPORT ALLOWANCE:

- (a) The Employers in this Trade Group shall pay to their Employees a monthly Transport Allowance of a minimum of Four Hundred Thousand Leones (Le 400,000) effective 1st May, 2022.
- (b) Where an Employee is required to come to work on any of his REST DAYS or PUBLIC HOLIDAYS shall be paid a special Transport Allowance of a minimum of Forty Thousand Leone (Le 40,000) each day worked.

### ARTICLE 37 - MEAL ALLOWANCE:

(a) It is agreed that Employers shall pay monthly Meal Allowance to their staff of a minimum of Four Hundred and Eighty Thousand Leones (Le 480,000) effective 1st May, 2022. (b) Where an Employee is requested to report for work on his REST DAYS or PUBLIC HOLIDAYS the Employer agree to pay a special Meal Allowance of a minimum of Fifty Thousand Leones (Le 50,000) each day worked.

## ARTICLE 38 - RENT ALLOWANCE (YEARLY ALLOWANCE):

The Employers in this Trade Group agree to pay to all Permanent Employees a Yearly Rent Allowance of not less than Twelve Million Leone (Le 12,000,000) effective 1st May, 2022.

### ARTICLE 39 - WAGES/SALARIES SCALES:

A restructed Appendix "A" Salary Scales reflect the following proposals.

- (a) All minimum monthly Basic Salary shall be increased by Two Hundred and Fifty Thousand Leones (Le 250,000) monthly effective 1st May, 2022.
- (b) All salaries currently earned monthly by Employees shall be increased by Two Hundred Fifty and Thousand Leones (Le 250,000) monthly effective 1st May, 2022.
- (c) That the Yearly Notch to Notch in the Salary Scale shall be Eight (8%) percent effective 1st May, 2022.
- (d) The re-structured Appendix "A1" is produced as guide in the application of the proposed increases/adjustments to the Salary Scales.

### ARTICLE 40 - VALIDITY OF APPENDICES:

It is agreed that the Appendices marked "A1" - Salary Scale/Job Description and "B2" Constitution of the Trade Group attached to this Agreement form an integral part of this Agreement.

### ARTICLE 41 - BONUS/YEARLY INCENTIVES:

a) Employees with One (1) year and over service with the Employer shall be entitled to End of Year Bonus to their Employees who have served them throughout the year. Such Bonus/Incentive of not less than 100% percent of basic monthly pay shall be paid in addition of December salary of the year but in any case not later than the 3rd day of January of the following year.

### Such payment shall not be discriminatory.

b) Where the Employer is unable to pay Bonus/
Yearly incentive at least Two (2) months
notice in writing inviting the Union to
discuss the issues should be instantiated.
The issues shall be discussed and agreement
reached before the effective date of the
implementation. Employees concerned shall
be informed at least One (1) clear month before
the due date of implementation.

### ARTICLE 42 - DURATION OF AGREEMENT:

- (i) The lifetime of this agreement shall be three(3) years effective 1st May, 2022 through 31st May, 2025.
- (ii) During the lifetime of Three (3) years of this agreement (1st May, 2022 through 31st May, 2025) there shall be Two (2) Wage Re-Opener Negotiations. Two (2) months notice in writing shall be given by either party (Employer/Union) after Ten (10) months from the effective date of this agreement and again after Twenty-two (22) months from the effective date (1st May, 2022) for review of the following:
- (a) Salaries / Wages.
- (b) Annual Increment.
- (c) Medical Facilities Staff and Dependants.
- (d) Redundancy Compensation.
- (e) End of Service Benefits.
- (f) Allowances:-
- (i) Transport
- (ii) Meal
- (iii) Rent
- (iv) Out of Station Allowances

During the Three (3) years period of this Agreement (1st May, 2022 - 31st May, 2025), Three (3) months notice in writing shall be given by either party for a review of the entire Agreement. Negotiations shall commence not later than One (1) month in advance of or not late than One (1) month after the expiration of the above mentioned notice.

This Collective Agreement shall remain valid and binding on both parties until a New Agreement is negotiated an Agreement reached by the parties concerned.

#### ARTICLE 43 - CERTIFICATE OF SERVICE:

An Employee who has left the service of the Employer, shall be entitled to receive from the management a Certificate of Service showing the following:-

- (1) Name of Employee
- (2) Date of Engagement
- (3) Last Job Performed
- (4) Position on Leaving the Employment
- (5) Date of Leaving Employment

(This is the only Certificate to be issued by the Employer within 48 Hours from time of discharge.)

### ARTICLE 44 - BEREAVEMENT ASSISTANCE:

All Employees of over One (1) year service with the Employer shall be entitled to Bereavement Assistance as follows:-

(i)Death of Employee	-	Le	10,000,000
(ii)Death of Spouse	-	Le	5,000,000
(iii)Children (three) up to Age 18 years		Le	3,000,000
(iv)Biological Mother/ Father	5	Le	2,000,000

# APPENDIX "A" SHIPPING, CLEARING AND FORWARDING SALARY SCALES EFFECTIVE 1ST MAY, 2022

	Labour	Technical Grade 1	Grade 2	Special Grade
Probation:	925,000	1,000,000	1,100.100	1,400,000
1st Year:	1,011,150	1,100,000	1,188,000	1,296,000
2nd Year:	1,092,150	1,188,000	1,283,000	1,399,680
3rd Year:	1,179,522	1,283,000	1,385,643	1,511,654
4th Year:	1,273,884	1,385,643	1,496,494	1,632,586
5th Year:	1,375,795	1,496,494	1,616,213	1,763,193
6th Year:	1,485,858	1,616,213	1,745,510	1,904,248
7th Year:	1,604,727	1,745,510	1,885,151	2,056,587
8th Year:	1,733,105	1,885,151	2,035,963	2,221,114
9th Year:	1,871,753	2,035,963	2,198,840	2,398,803
10th Year:	2,021,493	2,198,840	2,374,747	2,590,707

### CLERICAL GRADE

	Grade 1	Grade 2	Grade 3	Special Grade
Probation:	1,200,000	1,400,000	1,600.000	1,800,000
1st Year:	1,296,000	1,540,000	1,700,000	1,954,000
2nd Year:	1,399,680	1,663,200	1,836,000	2,106,000
3rd Year:	1,511,654	1,796,256	1,982,880	2,274,500
4th Year:	1,632,586	1,939,956	2,141,510	2,456,500
5th Year:	1,763,193	2,095,132	2,312,821	2,653,000
6th Year:	1,904,248	2,262,743	2,497,847	2,865,241
7th Year:	2,221,114	2,443,762	2,697,675	3,094,500
8th Year:	2,398,803	2,639,263	2,913,489	3,342,000
9th Year:	2,590,707	2,850,404	3,146,568	3,609,400
10th Year:	2,797,963	3,078,436	3,398,293	3,898,000

### APPENDIX "B"

# CONSTITUTION AND RULES OF THE SHIPPING, CLEARING AND FORWARDING TRADE GROUP NEGOTIATING COUNCIL

The name of the Council shall be the Shipping, Clearing and Forwarding Trade Group Negotiating Council (herein-after refered to as the "Council") as established in accordance with the provision of section 7 of the Regulation of Wages and Industrial Relations Act. 18 of 1971.

The Constitution is binding on the Employers in the Shipping, Clearing and Forwarding Trade Group (herein refered to as the "Employers") on the one part and the Clerical, Insurance, Banking, Accounting, Petroleum, Industrial and Commercial, Employee's Union CIBAPICE UNION (here-in-after called the "Union") on the other part.

### (1) OBJECTS:

The Object of the Council shall be:-

- (a) To secure the largest measure of agreement and co-operation between the Employers and the Union in all matters referred to in the combined with the well-being of those Employed.
- (b) To vary or amend from time to time agreement, decisions or findings reached the Trade Union Group Council.
- (c) To secure the speedy and impartial settlement of real alleged dispute and grievance.

### (2) MEMBERSHIP:

The Membership of Council is made up of all Employers in the Shipping, Clearing and Forwarding Trade Group operating in Sierra Leone or acting on behalf of Shipping Companies with Head Office outside of Sierra Leone.

For the purpose of the Trade Group Negotiating Council, the Membership shall be ten (10) consisting of five (5) Representatives of Employees and five (5) Representatives of the Union. The Employers Representatives shall consists of management staff of the Employers and the Union's Representatives shall consist Representatives of the Unionized Employees and the Union's Secretariat (The General Secretary or his nominee).

- (a) The Employers and Union respectively may appoint alternate members for each of the five (5) members which they appoint. An alternate members 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 group may be attended by one (1) adviser who shall be a Management staff of the Company and employed by the Company or an Officer or Member of the Union as appropriate and shall take no part in the Council's findings.
- (b) Vacancies occurring during a term shall be filled temporarily by the concerned.
- (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 to the Council Chairman and copied to the other part.
- (d) It shall be permissible for an expert nominated by the Employers and an expert nominated by the Union to attend any meeting of the Council to assist the parties in their negotiations and discussions. Such experts shall not have the right to vote but speak on behalf of their Representatives Organizations only with the permission of the Trade Group Council which permission shall not be unreasonably withheld.
- (3) OFFICERS:
  The Chairman and Vice Chairman of the Council shall be elected from among Council Members at the first meeting The Chairman and Vice Chairman of the Council shall be elected from among Council Members at the first meeting of each session of the Council and in any case these positions shall alternate between the Employers and the Union. The Employers shall provide Secretarial Services an Independent Chairman may be elected for special Union. The Employers shall provide Secretarial Services an Independent Chairman may be elected for special negotiations as provided for in section 10 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971.
- (4) MEETING:

  Meeting of the Council shall be called at the request of either the Employers or Union and shall be held in Freetown or any other place so decided by the Council. Due notice of the requisite period shall be given together with the agreed Agenda of any meeting called.
- (5) QUORUM:
  A quorum shall consist of not less than three (3) Representatives of either side (Employers and Union).
- Records of all meetings shall be prepared by the Secretary and shall not be circulated until jointly approved by the Chairman and the General Secretary of the Union.

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

If the Council fails to reach agreement on any matter as provided for in section 12 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the dispute to the Ministry of Employment and Industrial Relations Act No. 18 of 1971, the Council shall refer the said Act referred to in this Article.

Signatories to the Agreement:

### SIGNATORIES TO THE SHIPPING CLEARING AND FORWARDING TRADE GROUP AGREEMENT - 2022

For and on behalf of the Employers	For and on behalf of the CIBAPICE Union		
	Mila		
And the bull to delive and any 13 4 have he have been a fine.	OR FOREST CONTRACTOR OF THE PROPERTY OF THE PR		
Mr. Abdulai Bah	Alhaji M.B. Williams		
Country Manager (Interim)	General Secretary- CIBAPICE Union		
D 1	(Co.)		
Mrs. Gloria Sesay	And D. D. J.		
Finance Manager - Maersk Line	Mr. F.L. Bunduka Deputy. General Secretary-CIBAPICE Union		
S.L. National Shipping Company	1900 - 190		
o.c. National Shipping Company	Mr. Francis Abu Witnessed - CIBAPICE Union		
Desphine Company Ltd			
Contractor of	Mr. Daniel Navo Witnessed - CIBAPICE Union		
	WILLESSED - CIDAPICE Union		
Mr. Betrand Kerguelen			
Country Manager	Fayia Kabba		
Bollore Transport & Logistics	S.L. National Shipping Company (Shop-steward)		
Frank Point			
Mrs Claver do Manage			
Mrs. Claurinda Morgan H.R. Manager			
Bollore Transport & Logistics			
Mr. Rasmus Omeyer	***************************************		
General Manager O.B.T Shipping Company Ltd			
Rosewal.			
Mrs. Rachel Bangura			
H.R Manager			
O.B.T Shipping Company Ltd			
Medical			
M.S.C. Company Ltd			
(18°7).			
Mr. Mohamed A. Salia	· · · · · · · · · · · · · · · · · · ·		
President - ACFA/SL			
and the same of th			
Mr. Abassie Savage			
Deputy P.R.O - ACFA/SI			