



COLLECTIVE AGREEMENT

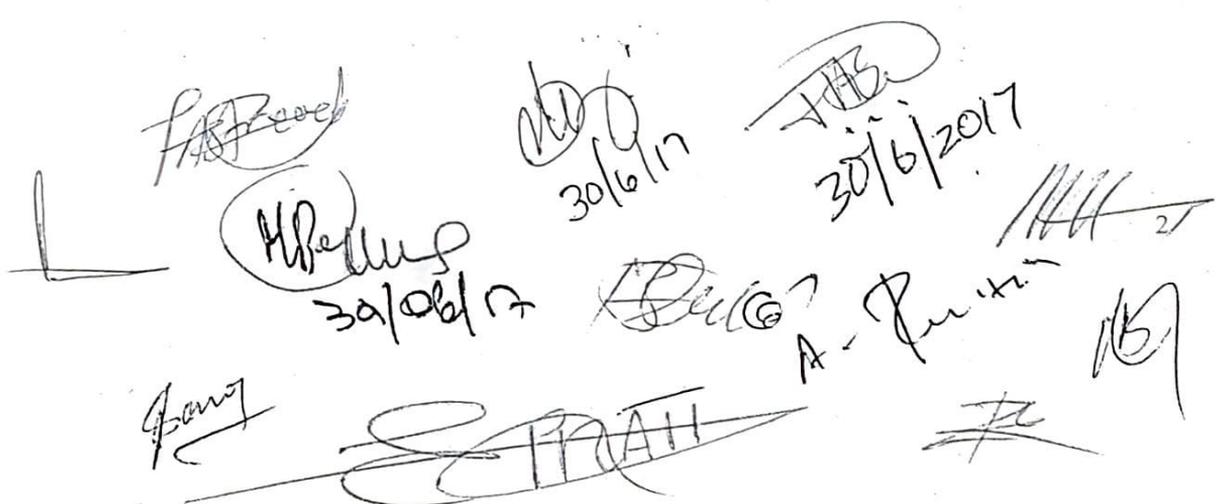
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This agreement made this 30<sup>th</sup> Day of June 2017 between the Sierra Leone Association of Manufacturers, Industrial Employers in Sierra Leone (hereinafter referred to as the "Employers") having its Head Office c/o Sierra Leone Employers Federation, Guma Building, Lamina Sankoh Street, Freetown of the first part and the Hotel, Food, Drinks, Tobacco, Entertainment and Tourism Workers' Union; Clerical, Insurance, Banks, Accounting, Petroleum, Industrial and Commercial Employees Union; Union of Mass Media, Financial Institutions, Chemical Industries and General Workers and National Union of Building, Engineering, Timber, Construction, Rubber, Oil Palm, Wood, Metal, Furniture and Services Workers whose Head Offices are C/o Sierra Leone Labour Congress' 35 Wallace Johnson Street, Freetown, respectively (hereinafter referred to as the "Unions") of the other part.

This Agreement is to be read in conjunction with and is supplementary to the Regulation of Wages and Industrial Relations Act No. 18 of 10<sup>th</sup> December 1971 (hereinafter referred to as the "Act").

#### ARTICLE 1: PREAMBLE

It is the intent of the parties concerned to cooperate in establishing conditions which shall tend to secure to the Employees concerned salaries consistent with the cost of living in the country and within the financial resources of the Employers, and fair and reasonable conditions of employment, having regard to qualifications and experience and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure an uninterrupted operation of the industry.

#### ARTICLE 2: BETTER CONDITIONS OF AGREEMENT

Notwithstanding the terms set out in this Agreement, those Employers who are already giving more favourable terms shall continue to give those more favourable terms in accordance with the provisions of Section 15 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971.

#### ARTICLE 3: DURATION OF AGREEMENT

The Provisions of this Agreement shall come into effect as from 1<sup>st</sup> April 2017.

- (a) At anytime after ten (10) months from the effective date of this Agreement, 1<sup>st</sup> April 2017 and again after twenty-two (22) months, two (2) month's notice shall be given by either party for a review of salaries (Rate of pay) and allowances of this Agreement. Until a new Agreement is entered into by both parties, the salaries and allowances shall remain in force.
- (b) Thirty-three (33) months after the effective date of this Agreement either party shall give the other three (3) month's notice in writing for a commencement of negotiations to review the entire Agreement. Such negotiations shall commence one (1) month before the expiry date of this Agreement.
- (c) Until such time that both parties enter into a new Agreement, this Agreement shall remain in force. It is however agreed that in the case of salaries the effective date of their review shall be not later than the first day of the month after the expiry date of this Agreement.

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#### ARTICLE 4: RECOGNITION

The Employers agree to recognise the Unions as the sole Negotiating and Collective Bargaining Body for all Employees below supervisory level as defined in section (a) in this article and who are employed by the various Employers in the Industrial Trade Group.

##### (a) SUPERVISOR DEFINED

A Supervisor, for the purpose of this Agreement, shall be an employed person having authority in the interest of the employer 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 recommend such action if the exercise of such authority is not of a merely routine nature.

#### ARTICLE 5: CHECK-OFF

The Employers agree so long as the Unions hold the appropriate Collective Bargaining Certificate and have not less than 51% (fifty-one) percent) of the Employees in any industry within the Group as union members, to deduct union entrance fees, and monthly subscriptions, etc. from the remuneration of Union Members and to pay all sums so collected to the Bank or Head Office of the Union.

(a) Any Union member wishing Enrolment Fee/Monthly Union subscription to be check-off his salary shall do so by individually completing the appropriate Union Authorisation Form. Similarly any union member wishing to terminate the check-off authorisation can only do so by signing a withdrawal letter giving at least three (3) calendar month's notice to the Employer concerned to that effect, forwarding copies to the General Secretary of the Union and the Shop Steward.

(b) In a case where there is a change of a Union's monthly subscription, it shall not be necessary for employees who are still members of the Union to complete new Check-off Authorisations. Rather, a letter from the General Secretary of the appropriate Union, intimating management of the change in the Union's monthly subscription, shall suffice.

##### α α (c) SERVICE FEES

It is agreed that workers who are non-paying due members but enjoy the conditions of this Agreement shall pay a Monthly Service Fee to the recognized Trade Union in that Industry. The amount will be the equivalent of the minimum Monthly Union Dues.

#### ARTICLE 6: CONDITIONS OF AGREEMENT

(a) It is agreed that the Employers undertake to afford such facilities to officials and representatives of the Unions as are mutually agreed as being necessary for the latter to carry out their duties as representatives of the employees covered by this Agreement at their various places of work.

(b) It is agreed that the first and foremost responsibility of employees of the Employers during normal hours of work is to the duties delegated to them by the Employer concerned. The Employers however agree that reasonable time will be allowed as and when necessary during normal working hours for Shop Stewards to handle all workers grievances subject to prior permission being obtained from departmental heads.

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- (c) It is agreed that the Employers undertake that they will not interfere in the normal affairs of the Unions.
- (d) It is agreed that the Unions undertake not to interfere with the normal functions of management which give the Employers the right to conduct their business in such a manner as they think fit. It is recognised that the Unions have the usual right to approach Employers in order to protect their members.
- (e) It is agreed that confidential information passed between Employers and the Unions from time to time affecting an Employer's business shall be kept confidential.
- (f) It is agreed that the Unions and Employers undertake that their respective 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.
- (g) It is agreed that the Unions and Employers will not in any way discriminate against or intimidate employees for Union or non-union membership.
- (h) It is agreed that meetings of members of the Unions can be convened within the Employers' premises for the purpose of imparting information and for the exchange of views within the terms of this Agreement and allied matters. Such meetings can only be held with prior approval of the Management concerned.

**ARTICLE 7: ELECTION AND NOTIFICATION OF UNION REPRESENTATIVES**

It is agreed that, to ensure the adequate representation of the employees on negotiating bodies and the provision of means whereby claims or grievances can be speedily and impartially dealt with, the Unions undertake after elections have been carried out, to present without delay, the names of all local officials, national officials and the duly elected employees' representatives to the Employers concerned and to advise any amendments as they occur.

- a) It is agreed that employers on their part undertake not to enter into discussion and negotiations on any subject referred to in this Agreement with any individual or individuals purporting to represent the unions other than the accredited representatives. The Unions undertake to provide their officials with proper credential setting out inter alia, the position held by them.

**ARTICLE 7B: Non-Victimisation**

The Employers and Unions agree that there shall be non-victimisation of any worker because of his Union activities in the course of his normal duties.

**ARTICLE 8: UNION MEETINGS**

It is agreed that no meetings shall be held by the Unions without complying with the rules below:

Rules for the holding of meetings of Union members within Employers' premises:-

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- (a) Notification of intention to hold a meeting shall be submitted in writing to an Employer's management at least 48 hours before the proposed date of the meeting; the notification shall state the proposed venue and proposed time of the meeting; PROVIDED that the management may, in its discretion, dispense with this requirement altogether or may consent to a shorter period of notice.

In such cases the management shall inform in writing the local Union's senior representatives and/or Head Office of the Unions of the dispensation or consent.

- b) The Management of any particular Industry reserves the right to grant permission for a Union meeting to be held in the Employers premises. Where such permission is withheld, the Management shall immediately advise the Union Head Office and the Local Union's Senior Representative in writing of the fact of its refusal and the reason thereof. The Union shall have the right to make representations on the matter to Management.
- c) Except where otherwise provided by law or in case of emergency as to which Management shall be previously informed, a meeting shall normally not be held until after normal working hours. *or change of shifts*
- d) For any such meeting so held the UNIONS shall be responsible for the orderly conduct of their members.

### Article 9 – Engagement of Employees

All employees to be engaged by their respective Employers shall be employed in accordance with the Laws of Sierra Leone

- (a) All members of staff including new Employees on probation but excluding Seasonal, Temporary or Casual Employees shall be engaged on a monthly basis.
- (b) **Seasonal Employee** – A seasonal employee shall be someone contracted to perform a job when the Employer has a 'bona fide' seasonal business for an established period. An employee so contracted for the specified period shall enjoy the full benefits of this agreement, but will accept termination of the appointment at the cessation of that specified period. Also, such an employee shall not be expected to undertake any long-term job normally performed by a regular employee.
- (c) **Temporary Employee** – A temporary employee shall be a person contracted to perform a job of a purely temporary nature and for a specified period; such as relief duty. An employee so contracted for that specified period shall enjoy the full benefits of this agreement. At the cessation of the contract, such an employee shall accept termination of employment.
- (d) **Casual/Part-time/Contract Employee** – A casual/part-time/contract employee shall be someone contracted to perform a job of a very casual nature and for a very limited period of a few days running up to one week at any one time. Such jobs shall not include those normally performed on the factory floor and around by regular employees. Employees so contracted for that specified period shall enjoy the full benefits of this agreement.

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- b. All work performed beyond the normal daily hours, on Public Holidays, Sundays or other Rest Days, shall be remunerated at two (2) hours pay for each hour worked.
- c. There shall be no time-off in lieu of overtime worked on Public Holidays, Sundays and other Rest-Days.

**ARTICLE 17 – PUBLIC HOLIDAYS**

All employees covered by this Agreement shall receive pay on all Public Holidays.

- a. Employees who may be required to work on public holidays shall give their full co-operation by reporting for duty on all public holidays when so required, taking into consideration, the nature of business in the Industries.
- b. All work performed during the normal daily hours on a Public Holiday shall be remunerated at two (2) days pay.
- c. The Employers and the Union agree that under normal circumstances, there will be no days-off for work performed on Public Holidays; it is however recognized by the Union that because of the nature of business specifically in the Industries, there will be no days-off for work performed during the normal daily hours on public holidays, the details of which shall be worked out between the individual Management and the Union depending on the prevailing circumstances.
- d. The Employers undertake to give as much advance notice as possible to their employees who may be required to work on public holidays.

**ARTICLE 18 - TRANSPORT ALLOWANCE**

Where transport is not provided by Employers, the individual Employers shall agree with the Union, the payment of Transport Allowance to their Employees at not less than **Le156,250.00** per month

- a. Should there be any increase in transportation costs after the signing of this Agreement, the Employers and the Union will hold discussions/consultation for the review of the Transport Allowance

**ARTICLE 19 – PERFORMANCE OF DUTIES**

Every employee shall perform the duties, with which he is entrusted, conscientiously to the best of his ability and in accordance with the directions given by his superiors and the provisions of this Agreement.

**ARTICLE 20: - ACTING APPOINTMENT**

- (a) Where an employee performs the normal duties of a post in a higher classification or grade, 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, but not less than two increments of the grade for the post in which he is acting.

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No one shall be eligible for acting allowance unless he is acting whilst the substantive holder is on annual or sick leave or has continuously and satisfactorily carried out the normal duties of the post in the higher grade for not less than 14 working days.

- (b) Except in the case of illness of the substantive holder no employee shall be required to act in that post for a period exceeding six (6) months during which period the Acting Allowance will be paid on a monthly basis.
- (c) At the expiration of this period he shall, if he is proved satisfactory, be made substantive in that post. The promotion may be made earlier at the discretion of management.
- (d) No employee shall be made to act in a senior vacant post unless he has been so authorised in writing.

### ARTICLE 21: PROMOTION

- (a) Existing staff shall normally be given first consideration in the matter of promotion and when such vacancies occur the employers shall take into account merit, technical ability, conduct, integrity and length of service. The final decision on who is to be promoted shall rest with the employers.
- (b) It is agreed that where an employee in a junior group has satisfactorily carried out the function of a job in a senior group on two (2) different occasions, that employee should be given first consideration for promotion to the job in the senior group when a vacancy occurs.

### ARTICLE 22: ANNUAL LEAVE

Employees covered by this Agreement shall be entitled to Annual Leave with corresponding leave pay on completion of twelve (12) months service with the same Employer and shall thereafter be entitled for such Annual Leave once in each year.

- a. However, an Employee whose services are terminated or who resigns his appointment before the completion of twelve months service, shall be entitled to proportionate leave provided that such an employee has completed at least six months service.
- b. Annual Leave shall however be subjected to the exigencies of the undertakings and may be accumulated for not more than two (2) years with the Agreement of the employer and the employee.

Leave rates shall be as follows: -

Years of Service	Working Days Per Year
1 - 3	18
Over 3 - 6	22
" 6 - 10	24
" 10 - 15	25
" 15	27

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- c. Any Public Holiday falling on a normal working day during leave period shall be an additional day's leave with basic pay.
- d. When leave is carried over with the Employer's approval or request, the allowance shall be paid at the time the leave is actually utilised.
- e. In case an employee's service is terminated or the employee resigns his appointment, such employee's annual leave shall be worked out as from his date of engagement to the nearest half year, together with his leave allowance paid as if he were proceeding on leave.

**ARTICLE 23: ANNUAL LEAVE ALLOWANCE**

It is agreed that a leave allowance shall be paid to all employees proceeding on leave at the rate of 12% of basic annual pay for up to 10 years service. However, employees with over 10 – 15 years service will receive a leave allowance of 15% whilst those with over 15 years service will receive 18% basic annual leave pay as leave allowance.

- (a) When leave is carried over with the Employer's approval, or cash payment is being made in lieu of annual leave, then the corresponding leave allowance shall be paid at the current rate of the employee's salary.

**ARTICLE 24: MATERNITY LEAVE**

Where a female employee becomes pregnant and applies for Maternity Leave she shall be granted 12 (twelve) weeks Maternity Leave on full basic pay. The employee shall be required to produce a Medical Certificate signed by a Medical Practitioner stating the approximate date of confinement.

The Leave may be apportioned 6 (six) weeks before and 6 (six) weeks after confinement. Maternity Leave is only admissible when the employee has been confirmed on the Permanent Staff and shall not be additional to sick leave.

Should complications arise before, during and after delivery, and necessitating additional leave days on the recommendation of a medical doctor, such case shall be treated on its merits.

**ARTICLE 25: COMPASSIONATE LEAVE**

It is agreed that within twelve (12) calendar months an employee can apply for Compassionate Leave in the case of bereavement by the death of that employee's most immediate relative (e.g. mother, father, wife, husband, child, sister or brother) The number of days shall in each case, be determined by the attendant circumstances and shall be on full basic pay.

- a. **U.P.A Leave:** Leave on urgent private affairs shall be granted with pay on application and such leave shall be deducted from the employee's next Annual Leave.

**ARTICLE 26: LEAVE OF ABSENCE FOR UNION ACTIVITIES**

An employee elected to an executive office in or as a delegate to any Union activity necessitating leave of absence may apply for such leave of absence with full pay for the period.

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A written application from the union for such leave stating the duration shall be addressed to the Employer as far in advance as possible, and in any case not less than 48 hours prior to the leave being granted. The granting of such leave shall be in accordance with the exigencies of the duty such employee has to perform.

#### ARTICLE 27: EXAMINATION LEAVE

Employees participating in recognised examinations relevant to the Employer's business shall be granted leave of absence with pay for the period of the examination.

#### ARTICLE 28: MEDICAL FACILITIES

The Employers agree that they shall provide free medical, surgical and dental facilities including hospitalisation to all their employees even when on annual vacation; Dental treatment shall be limited to extraction only.

- a. The Employers agreed to provide Free medical facilities for their employees dependants which include one spouse and up to three (3) children of up to the age of 18 years, by a scheme negotiated by the individual employers and the recognised Union or pay cash of not less than **Le102,000.00** monthly in lieu of such Medical scheme.

#### ARTICLE 29: SICK LEAVE

Sick Leave shall be taken to denote such days on which an employee is unable to report for work owing to illness. An employee unable to report for work shall notify management on the same day or not later than the following day.

To receive sick pay, such absence shall be supported by the production of a certificate signed by the Doctor appointed or approved by the EMPLOYER, PROVIDED that in case of proven medical emergency, a certificate from a Doctor other than the EMPLOYER'S Doctor shall be acceptable to the EMPLOYER.

- a. Sick Leave supported by a medical certificate not signed by a doctor nominated by the Employer may be regarded as absence without permission with a corresponding deduction made from salary; except that when an employee, due to a need for urgent medical attention, has been obliged to consult another Doctor, the Employer shall accept the certificate given by such a Doctor for the purpose of immediate sick leave on the understanding that after two days, any further sick leave shall be dealt with by the Employer's designated Doctor.
- b. Employees shall be entitled to sick leave as follows:

<u>YEARS OF SERVICE</u>	<u>FULL PAY PER MONTH</u>	<u>HALF PAY PER MONTH</u>
Up to 5	3	3
Over 5 - 10	4	4
" 10	6	6

This period is where an employee is hospitalised either in the Home, Clinic or Hospital.

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- c. Notwithstanding (b) above, where an employee has for a minimum of 3 years, not utilized more than 50% of his total sick leave entitlement for the 3 year period, consideration would be given for the extension of his sick leave in any 12 calendar months if after exhaustion of his sick leave, the employee is still unfit to resume normal duties.
- d. When a situation arises in which an employee's extended 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 The Medical Board to determine the fate of such an employee.
- e. If the result of the Medical Board recommends the Termination of the employee's service, such an employee shall be entitled to the following:
  - i. Salary and Allowances up to and including the month the Medical Board's recommendation is implemented.
  - ii. All Benefits due up to the same period.
  - iii. Where the employee is as a result of the recommendation of the Medical Board, he shall be granted free medical facilities for a period of not less than one (1) year where the cause(s) of his illness is found to be related to his work.

This should be in addition to normal End-of-Service benefits under Article 56 of this Agreement.

**ARTICLE 30: INDUSTRIAL ACCIDENT**

In the case of an injury to any employee which is subject to the provisions of the workmen's compensation Act of Sierra Leone all provisions of that Act shall apply. The Unions can if requested, be given access to the employers' accident records.

**ARTICLE 31: TRANSFERS**

Employees can be subjected to transfers to any part of Sierra Leone where there may be a branch of their Employer's establishment.

- (a) A permanent transfer shall be deemed to be one that is for three (3) months or more.
- (b) When such permanent transfers are planned, EMPLOYERS shall normally give at least one month's notice in writing to the employees concerned, except in cases of emergency.
- (c) Where an employee is required by the EMPLOYER to be permanently transferred to any place other than his normal place of work, the EMPLOYER undertakes to pay full transportation costs of the employee, his wife and up to a maximum of (3) three children up to 18 years of age, their domestic servant and house-hold effects at current Public Transport Rates. If the employee is transferred back, resigns, is terminated or dismissed, he shall be provided with similar return transportation costs.

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(d) An employee so transferred shall be entitled to a disturbance allowance of Le600,000.00

(e) TEMPORARY TRANSFER

A Temporary transfer shall be deemed to be one for a period of up to three (3) months.

During the period of such Temporary transfer, the employee shall receive an allowance of Le80,000.00 per month for special costs involved as a result of the transfer.

**ARTICLE 32: OUT OF STATION ALLOWANCE**

Where an employee proceeds on temporary duty from the station in which he is based to another within Sierra Leone, for one or more nights, he will be paid an allowance according to the schedule below:

- (a) (i) When accommodation and food are both provided – Le 19,500.00.
  - (ii) When accommodation only provided – Le 58,500.00.
  - (iii) When neither accommodation nor food is provided – Le.130,000.00
- (b) However, when an employee proceeds on temporary duty outside Sierra Leone, he shall be paid an allowance sufficient to cover his board, lodgings and pocket money; the amount of the allowance will be decided from time to time depending on the circumstances prevailing in the country in which the duty is performed.

**ARTICLE 33: FREE CANTEEN FACILITIES**

For the purpose of this Agreement – "Canteen" shall mean a designated place within the employer's premises where food is cooked and served to Employees during working hours.

Employers agree to provide canteen facilities to their employees, which shall include at least one main meal a day.

- a. Where canteen facilities are not provided, the Employers shall negotiate with the appropriate Union the payment of a "Food Allowance" of not less than the current cost of a plate of rice in the Employer's area of operation at any given time, and in any case, such an allowance shall not be less than Le5,400.00 per day or Le118,800.00 per month of 22 days.
- b. It is agreed that if there is a change from "Food Allowance" to the provision of "Food" then the Employer and the Union shall meet, discuss and agree on the new plan, before it is implemented.
- c. Employees who, because of the exigencies of duties, are not at the work site or are on late or night duties to enable them utilise the facilities provided at the Canteen, shall be provided with food or be paid the full cost of meal to enable them purchase one meal.

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- d. If some employees are called upon to do overtime work after the normal closing time, then arrangement should be made by the Employer to provide food for the employees who are required to do overtime work of up to 4 hours.

**ARTICLE 34: UNIFORMS**

The Employers agree to provide free of cost at least two sets of uniforms for all manual employees and others, who by the nature of their jobs, will be required by the employer to be in uniforms. The reasonableness and intervals at which these uniforms will be provided will be decided upon between the Union and Management or the Management and the selected representatives appointed by the Union from among the employees.

- a. The Employers shall take full responsibilities for the laundry of these uniforms or provide weekly one cake of laundry soap of not less than 175 grams to each staff.
- b. Where applicable, Employers shall provide shoes/boots to those employees whose jobs make the wearing of shoes/boots necessary.

**\*ARTICLE 35: PROTECTIVE CLOTHING**

The Employers shall provide at reasonably regular intervals, protective clothing such as rubber suits, aprons, boots, masks, goggles, overall, warm clothing etc. for all employees who by the nature of their jobs need such protection. Employees who have been provided with protective clothing and who neglect to wear it correctly whilst working shall be liable to disciplinary action.

- (a) The Employers shall take full responsibilities for the laundry of these protective clothing or provide weekly, one cake of laundry soap of not less than 175 grams to each staff.

**\*ARTICLE 36: MEDICAL EXAMINATION OF EMPLOYEES**

Employees required to handle or come into contact with toxic or dangerous chemicals shall be medically examined once in every three months by a doctor nominated by the EMPLOYER at the EMPLOYER'S EXPENSE AND TREATED IF NECESSARY.

- Examples
- "Acetylene (liquid)
  - Acid (except acetic, citric or tartaric)
  - Explosives of all kinds
  - Naphtha
  - Naphthalene
  - Sulphur

- (a) Employees who by the nature of their job have to work in front of fire heat during the normal working day shall be medically examined and treated if necessary.

**\*ARTICLE 37: SUPPLY OF MILK OR COD LIVER OIL**

Where employees are engaged in work where the possibility of inhaling certain gases and dusts exist and where the drinking of milk or cod liver oil would on medical advice be beneficial, e.g. lead-based spray paints, carbide dust, saw dust, tobacco dust, etc. then

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EMPLOYERS shall supply a small tin of evaporated milk/ equivalent or cod liver oil on each day that the work indicated above is undertaken.

#### ARTICLE 38: HIV/AIDS

The Employers and Unions agreed that workers should have voluntary test for HIV/AIDS. If found to be positive, the Employers agreed not to discriminate against or terminate such employees; rather the affected employees shall be provided with appropriate treatment and referral made to NAS Counsellors.

#### ARTICLE 39: TECHNICAL TRAINING

The Employers agree to encourage and assist their employees to gain further training to afford opportunities for advancement within the EMPLOYER'S business for those Employees where such opportunities exist.

#### ARTICLE 40: SALARY ADVANCE

Employers shall grant salary advance of up to one-third of the basic monthly salary to any employee who so requests. This amount shall be recoverable in full at the end of the month in which the advance is taken.

#### ARTICLE 41: SALARY ADVICE/SLIP

Employers agreed to provide all employees with pay slips monthly showing clearly the basic salary, allowances and all deductions made thereof at the time of paying salaries.

#### ARTICLE 42: RENT SUBSIDY

The employers agreed to pay a monthly rent subsidy of Forty-Eight Thousand Leones (Le 48,000.00) to every employee on a monthly basis.

#### ARTICLE 43: LOAN FACILITIES

The Employers agree that on application from their employees, they shall grant cash loan to such employees to relieve them from urgent personal financial difficulties; each application for such a loan shall be treated on its merits.

#### ARTICLE 44: REDUNDANCY

Redundancy is defined in this Agreement as the involuntary loss of employment through:

- (a) No fault of the employee by reason that his EMPLOYER has ceased, or intends to cease 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 that particular place at which the employee was employed and that the employee shall not be replaced by any other worker.
- (b) A change in the method of operation or administration of the business or any part thereof which results in either a reduction in the workforce requirements of the

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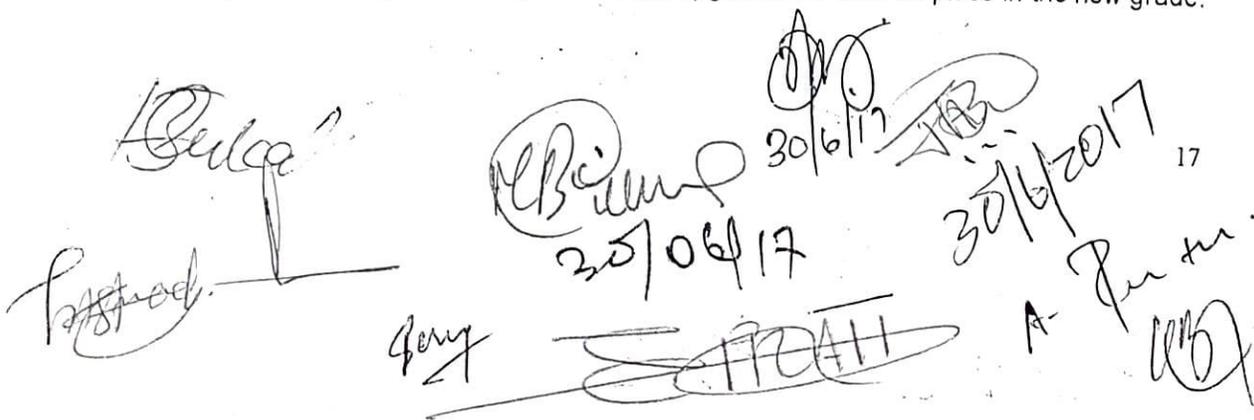
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- (c) EMPLOYER concerned or a change in the type of skills, qualifications and experience which an employee must possess to perform the duties required of him.
- (d) Before declaring any employee redundant in a given post the EMPLOYER concerned undertakes to explore the possibility of using his service in alternative employment; the
- (e) EMPLOYER undertakes to retain potentially redundant employees where such employees can be retained for alternative employment within an industrial establishment.
- (f) When a situation involving redundancy occurs or is considered likely to occur in an industrial undertaking the EMPLOYER shall give the earliest written warning and in any case not less than two (2) months' in confidence to the General Secretary of the UNION and shall inform the UNION of the EMPLOYER'S redundancy plans and shall invite the UNION to discuss and agree on the redundancy plans.
- (g) The EMPLOYER AND THE UNION shall consult together in good faith with a view of ensuring that the steps taken by the EMPLOYER to deal with the redundancies are fully explained to the individual employees concerned with as much notice as possible and that the redundancies are carried out equitably.
- (f) Where the Employer decides to withdraw the notice already given, such withdrawal must be done one (1) month before the expiring date of the notice. Where the Employee(s) still insist on terminating his employment then he will have to resign his employment and will not be required to give the usual month's notice.
- (g) The Employers and the Unions agree that when a situation involving redundancies occurs an industrial undertaking the procedure to be adopted shall be strictly in accordance with the following principles:-
- I. Two (2) months' notice or pay in lieu shall be given to employees who are to be made redundant.
  - II. No employee shall be discharged in respect of redundancy prior to consultation between the EMPLOYERS and the UNIONS as provided for in Article 43.
  - III. Where skills, ability and performance are considered to be equal an employee who is junior in respect of 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 being discharged in respect of redundancy he shall be granted his full rights as provided for in law or by this agreement, and/or any other Agreement between the Union and the Employer concerned.
  - V. An employee declared redundant shall be placed on a recall list for (6) six months following his discharge.
- (f) An employee recalled and reinstated in his former job shall be placed in his former grade for that job or if the job has been upgraded he shall be placed in the new grade.


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- (g) In the event of an employee being made redundant he shall receive Redundancy Compensation in accordance with the schedule in Article 44 of this Agreement.
- (h) Such redundancy compensation shall be in addition to the End-of-Service Benefits – Termination/Resignation in Article 58 of this Agreement.

### ARTICLE 45 – REDUNDANCY COMPENSATION

That in the case of redundancy, a worker shall be paid for each year of service with the same employer as follows:-

Years of Service		No of working days pay due to the Worker For each year of service
	0 - 2	22
Over	2 - 5	28
"	5 - 9	33
"	9-14	36
"	14 - 20	40
"	20 - 25	45
"	- 25	48

- (a) It is agreed that any four(4) months and eight (8) months in excess of a full year's service shall be regarded as 6 (six) months and one (1) year respectively.

### ARTICLE 46 – TEMPORARY LAY – OFF

Should an employer contemplate a Temporary lay-off of some of his work force, at least two (2) months notice in writing should be given in confidence to the General Secretary of the appropriate union. The Management and the Union shall thereafter hold full discussions before the implementation of the Temporary Lay-off.

The EMPLOYER undertakes that the following procedures will be adopted:-

- (a) The EMPLOYER would send employees on their annual leave where leave is outstanding.
- (b) During the first two months of any lay-off an employee may not receive basic pay, but shall be entitled to allowances with the exception of lunch and transport. Thereafter, he shall be entitled to 50% of his basic monthly salary in addition to allowances to which he was entitled during the first two months.
- (c) Employees who have been laid-off shall be offered soft loans equivalent to 75% of their basic salary during the first two months of any lay-off, and 25% of their basic salary during any succeeding period of lay-off, provided such loans, together with any other loans that may have been made to the employee, do not exceed 'End-Of -Service' benefits to which the employee would be entitled on resignation.
- (d) The employer undertakes that the period of temporary lay-off shall not exceed six (6) months. Where the period exceeds six (6) months, then a situation of "constructive

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redundancy" would deem to have come into force, and the procedure for redundancy as described in Article 43 will then apply.

#### ARTICLE 47 – DISCIPLINE: WARNING LETTER

Where the services of an Employee have not proved satisfactory, or where an employee commits an offence, he may be given a written warning that should be recorded in his personal file. However, before such warning is given, the employee shall be queried in writing and shall be permitted to defend himself in writing within a reasonable period of not exceeding three (3) working days.

After two (2) such written warnings have been given, any other similar offence, or continued unsatisfactory service shall give the Employer the right to terminate the employment of the employee concerned.

For the purpose of this article, a written warning shall cease to have effect after a period of Nine (9) months.

(a) All correspondence relating to discipline for example queries, warning letters, suspension, termination, and dismissal shall be issued by the official responsible for Personnel matters.

#### (b) OFFENCES LIABLE FOR WARNING LETTER

- (i) Inefficiency
- (ii) Negligence
- (iii) Any action contrary to the EMPLOYER'S operating procedure
- (iv) Loitering
- (v) Ceasing work before finishing time without permission
- (vi) Late attendance for duty without reasonable or satisfactory excuse
- (vii) Absence without permission
- (viii) Indulging in personal financial transaction within the company's premises during working hours
- (ix) Insubordination
- (x) Possession of intoxicating liquor for consumption on EMPLOYER'S premises except on occasions when approved by Management.

#### (c) TERMINATION

Where employment is terminated by the EMPLOYER other than in the case of dismissal and in accordance with Article 46 of this Agreement, the EMPLOYER shall give one month's notice in writing to the employee or shall pay one month's salary in lieu of such notice.

#### (d) OFFENCES LIABLE FOR DISMISSAL

Dismissal may be effected by the Employer without notice at any time in the event an Employee is found guilty of any of the offences listed:

1. Unauthorised use of time card e.g. clocking for another Employee.

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2. Possession of narcotics on the EMPLOYER'S premises e.g. diamba.
3. Being under the influence of intoxicating liquor or narcotics whilst on duty.
4. Proven stealing or attempted theft of EMPLOYER'S or Employee's property.
5. Conduct calculated to seriously injure the EMPLOYER'S business.
6. Gross insubordination.
7. Knowingly and deliberately concealing from the EMPLOYER an infectious or contagious disease.
8. Gambling on the Employer's premises during working hours.

**ARTICLE 48: SUSPENSION FOR INVESTIGATION**

It is agreed that an Employer can suspend an Employee pending the result of the Employer's investigations, which shall be concluded within a period of seven (7) working days.

- a. During the period of suspension of the Employee for investigation by the Employer, he shall be paid full basic pay plus all allowances for the period of such suspension.
- b. It is agreed that should an employee be facing Police investigations on Management's request, or on matters relating to the employers business, such an employee should receive his full basic pay plus transport and medical allowances during the entire period of the investigation.
- c. If at the conclusion of the investigations, the employee is charged to court, the employee shall, from that point, receive half of his normal basic pay.
- d. If at the conclusion of the investigation, the Employee is not charged to Court or even where the Employee, is charged to Court, and the Court's decision is in favour of the Employee, the Employee shall be recalled and reinstated in his job and all monies with held including family medical allowance paid back in full and re-imbusement of transport cost for days he attended court. The Employer agreed not to institute any departmental action on the Employee on the same issue. However, with fresh evidence, which are conclusive, the Employee may go back to Court.

**ARTICLE 49: SUSPENSION FOR DISCIPLINE**

It is agreed that an employer can suspend an employee as a form of discipline but for a period not exceeding five (5) working days without pay, at any one time.

**ARTICLE 50: ABANDONMENT OF EMPLOYMENT**

It is agreed that an employee who absents himself from work without prior permission for two (2) consecutive working weeks or without any valid reason thereafter, shall be deemed to have abandoned his employment and his services shall be considered terminated as from the last day he was at work.

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- (a) It is however agreed that an employee who abandons his employment shall be entitled to all his end-of-service Benefits other than the normal notice or salary in lieu of such notice.

**ARTICLE 51: GRIEVANCE PROCEDURE**

- (a) 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 this Agreement.
- (b) Should difference arise between the EMPLOYERS and their Employees of the Unions as to the interpretation of, 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 STEP**

Attempts shall be made by the 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, then the Shop Steward shall discuss the grievance with the Supervisor. If the grievance is not then settled the matter shall be brought to the attention of the Departmental Manager within two (2) working days.

**SECOND STEP**

The Departmental Manager 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 Manager in charge of Personnel Affairs.

**THIRD STEP**

The Manager in charge of Personnel Affairs and the Employee together with the shop Steward shall attempt to dispose of the appealed grievance. Nevertheless, as soon as a grievance is brought up at this level, in respect of UNION members, the Shop Steward shall notify the UNION thereof. The Union General Secretary may at this stage take up the grievance which must be disposed of within five (5) working days.

**FOURTH STEP**

If the grievance has not been resolved on completion of the third step, the matter may be taken up with the Head of the Establishment who may ask for the matter to be reduced in writing.

The parties shall arrange a meeting to discuss the matter within two (2) working days of the complaint being lodged with the Head of the Establishment and following such discussion, the latter shall convey his decision to the General Secretary who may ask for the matter to be reduced in writing within five (5) working days after the date of the

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last meeting. It is understood that notwithstanding the time limits allowed, a grievance shall be settled as expeditiously as possible, in the attendant circumstances.

#### FIFTH STEP

In the event of failure to resolve the matter at Step Four, either party may request the Commissioner of Labour to act as Conciliator in the dispute.

#### ARTICLE 52: CESSATION OF WORK

The Employers and the Unions recognise that the economic well being of both the employers and the Workers is dependent upon the maintenance of harmonious relations and Industrial Peace.

Therefore, with full cognisance of their responsibilities, the Employers and the Unions agree that in the event of any difference of opinion arising out of the interpretation or application of this Agreement or in respect of any other matter which may arise 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 sides and until those discussions or any other conciliatory channels as may be available to have been exhausted without results, no arbitrary action designed to bring about a stoppage of work will be taken either by the Employers or the Unions.

- (a) If in spite of their best endeavours to reach a mutually satisfactory settlement the EMPLOYERS and the UNIONS fail to do so, and as a consequence either party decides that a stoppage of work shall occur it is agreed that:-
  - (i) There will be no strike or Lockout on any matter while the matter is still a proper subject of the grievance procedure.
  - (ii) In any case, there will be no strikes or Lockouts on any matter whatsoever until the normal twenty-one (21) days' notice of intent to strike or lockout has elapsed.
- (b) In the event of a strike or Lockout it is agreed that:-  
Both parties will bring to the notice of employees the danger both to the general public and to other employees in committing any act or acts likely to cause danger to the EMPLOYER'S property.
- (c) No intimidation or victimisation will be employed by either the EMPLOYER or the UNIONS in support of or in opposition to strike or Lockout.
- (d) In order to protect the jobs of workers and the assets of EMPLOYERS the UNIONS agree that during a strike or Lockout, those UNION members engaged on essential duties, e.g. security or safety shall be allowed to carry out those essential duties. They shall not be called upon to carry out other duties.

#### ARTICLE 53: ADVANCE CESSATION OF WORK

An employee who has received notice of termination or redundancy and has found other employment, which he is liable to lose, shall, after notifying the EMPLOYER, cease work before the expiration of the period of notice. In such a case, the Employee shall be paid up to and including the date on which he ceases work.

#### ARTICLE 54: HANDICAPPED WORKERS

In the event of workers sustaining injuries at work or become affected by occupational disease in the course of their employment and become physically incapacitated as a result thereof, every effort shall be made by the Employers to give the handicapped worker a suitable

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employment after the settlement of all claims in accordance with the Workmen Compensation Act.

#### ARTICLE 55: FUNERAL GRANTS

When an Employee dies whilst in service, the Employer will provide financial assistance for the funeral in consultation with the immediate family members of the deceased and the union.

If however the death is as a result of an industrial accident then the Employer shall take full responsibility for the Funeral also in consultation with the immediate family members of the deceased and the Unions.

#### ARTICLE 56: LONG SERVICE AWARD

Employees who have served the Employer for over 10 years of service shall be entitled to receive a Long Service Award, which may be decided by Management from time to time.

#### ARTICLE 57: END OF YEAR BONUS

The Employers agree to pay end of year bonus to employees who have served them throughout the year. Such bonus shall be determined by Management and it shall not be in any way discriminatory.

#### ARTICLE 58: RESIGNATION OF PERMANENT EMPLOYEES

Any permanent Employee who wishes to resign his appointment shall do so by giving one month's notice in writing or by paying one month's salary in lieu of such notice.

#### ARTICLE 59: END-OF-SERVICE BENEFITS: TERMINATION/ RESIGNATION.

Where an Employee has served continuously with an Employer for a period of one year and his services are terminated or he is declared redundant or he resigned his appointment, such an Employee shall be entitled to receive an End - of - Service Benefit in accordance with the following schedule: -

Years of Service	No. of Working Days for each Year of Service
0 to 2	22
Over 2 - 5	28
" 5 - 9	33
" 9 - 14	36
" 14 - 20	40
" 20 - 25	45
" 25	48

- (a) It is agreed that any four (4) months and eight (8) months in excess of a full year's service shall be regarded as half and one year respectively.

#### ARTICLE 60: PENSION/PROVIDENT OR OTHER RETIREMENT BENEFIT SCHEMES.

The Employers agree that where the above schemes have not been introduced and where no other scheme is in operation, immediate steps be taken to introduce one of the above schemes.

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The Employers agree that in the interest of the Employees, before a scheme is introduced, the Union and the Employer shall meet and discuss the type of scheme to be operated.

The Employers also agree that after consultation with the Union, the Employees shall be so informed of the outcome of the meeting and the proposed plans.

The Rules and Regulations of the proposed scheme shall be discussed fully and the implications explained to all the Employees before embarking on or subscribing to the said scheme. The Employers concerned shall also take into consideration the past services of the employees before implementing the said scheme.

### ARTICLE 61: RETIREMENT AGE AND NOTICE OF RETIREMENT

The retirement age of all employees shall be 60 years, subject to an optional retirement age of 55 years; with the Employee taking the decision.

Where an Employee cannot produce satisfactory evidence of age, and the Employer is of the opinion that the Employee has reached retirement age, such employee shall be referred to the Medical Board for the determination of his/her age.

- a. It is agreed that an employee who is due to retire, shall be given at least six (6) months advance notice in writing by the Employer or pay six months salary in lieu of notice. During this period, the employee shall proceed on full paid leave, which shall terminate on the day prior to the commencement date of retirement. In a case where the Employer decides for immediate retirement of an employee without giving the due notice in writing, Six (6) months salaries and allowances in lieu of such notice including corresponding fringe benefits shall be paid immediately.
- b. In the case of an Employee who is being sent on early retirement by the Employer, his benefits shall be calculated up to and including his normal date of retirement aged sixty (60) year.

### ARTICLE 62: LETTER OF REFERENCE

An employee who has resigned his appointment, his services have been terminated or dismissed, shall be entitled to receive a Certificate of Services showing the following:

NAME.....

POSITIONS HELD.....

(1) ..... FROM..... TO.....

(2) ..... FROM..... TO.....

(3) ..... FROM..... TO.....

(4) ..... FROM..... TO.....

PERIOD OF SERVICE.....

DATE OF LEAVING SERVICE.....

N.B This is the only and final certificate issued by

(.....)

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For and on behalf of the  
Sierra Leone Association of  
Manufacturers

Signed: .....  
Israel Okujagu  
Chairman, SLAM

Signed: .....  
Daaf van Tilburg - Sierra Leone Brewery  
Limited

Signed: *Ann-Marie Thomas* .....  
Ann-Marie Thomas - Sierra Leone Bottling Co

Signed: *Zorah E. Anthony* .....  
Zorah E. Anthony - S.L. Brewery Ltd.

Signed: *Arne B. Johansen* .....  
Arne B. Johansen - LEOCEM Ltd

Signed: *Daphne During* .....  
Daphne During - LEOCEM Ltd

Signed: *Ranjith Kumar Angepat* .....  
Ranjith Kumar Angepat - Super Holdings &  
Safari

Signed: *Muyu Deen Jimoh* .....  
Muyu Deen Jimoh - Sierra Fisheries

Signed: .....  
Dr, K. Shankerdas-G. Shankerdas & Sons(S.L.)  
Ltd.

Witness: *Ralph A. Johnson* .....  
Ralph A. Johnson-G, Shankerdas & Sons  
(S.L.) Ltd

Signed: *Kings Production Ltd.* .....  
Kings Production Ltd.

For and on behalf of the  
Hotel Food, Drinks, Tobacco Entertainment  
and Tourism Workers' Union

Signed: *J.A.B. Wright* .....  
J.A.B. Wright - General Secretary  
30/6/2017

Witness: *John M. Kariara* .....  
John M. Kariara- G. Shankerdas & Sons  
(S.L.) Ltd.

Clerical, Insurance, Banks, Accounting, Petroleum  
Industrial & Chemical Industry

Signed: *Alhaji M. B. Williams* .....  
Alhaji M. B. Williams - General Secretary  
30/06/17

Witness: *Frederick Bunduka* .....  
Frederick Bunduka

Witness: *Francis Abu* .....  
Francis Abu - Milla Group

Witness: *Allie Toronka* .....  
Allie Toronka - Sierra Leone Bottling Co.

Union of Mass Media, Financial Institutions,  
Chemical Industries and General Workers

Signed: *Emmanuel D. Pratt* .....  
Emmanuel D. Pratt - General Secretary

Witness: *Patrick Conteh* .....  
Patrick Conteh - Super Holdings

Skilled And Manuel Workers Union

Signed: *Foday Musa* .....  
Foday Musa - General Secretary

*30/6/17*  
*Frederick Bunduka*

*30/6/17*  
*Frederick Bunduka*  
*Alhaji M. B. Williams*  
*30/6/17*

Signed: *[Signature]*  
Bansi Devani - NATCO/CCL

S.L. Watchmen, Security & Gen Workers' Union

Witness: *[Signature]*  
Sonny Wray - NATCO/CCL

Signed: *[Signature]*  
K.B.J. Conteh - General Secretary

Signed: *[Signature]*  
Mohamed Fakhoury - Rainbow Paint

Signed: *[Signature]*  
Alfred M. Bangura

Witness: *[Signature]*  
Victor Musa - Rainbow Paint

Signed: *[Signature]*  
Max K. Conteh - Mass Media Union

Witness: *[Signature]*  
Babara Scale - Cosmillan

Signed: *[Signature]*  
Festus A. Streach - Hotel, Food, Drinks, Workers' Union

Witness: *[Signature]*  
Sheaku A.S. Shonuka

Signed: *[Signature]*  
A.O.U. Collier  
Chairman, Industrial Trade Group Negotiating Council.

Signed: *[Signature]* 30/06/17  
Alhaji M.B. Williams, Vice-Chairman, Industrial Trade Group Negotiating Council

Signed: *[Signature]*  
Frederick L. Bunduka  
Secretary, Industrial Trade Group Negotiating Council

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*[Signature]*  
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*[Signature]*

*[Signature]*

*[Signature]*

A. *[Signature]*  
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SCHEDULE 'B'  
EFFECTIVE 1ST APRIL 2017  
INDUSTRIAL TRADE GOURP NEGOTIATING COUNCIL AGREEMENT BASED 22 WORKING DAYS  
SALARIES AND JOB GROUPINGS  
5% NOTCH TO NOTCH MOVEMENT X 8% GROUP DIFFERENCE

GROUP A			
	LE	TECHNICAL	CLERICAL
A/1 -	665,000.00	Cleaner /Washer	
A/2 -	698,250.00	Cloakroom Attendant	
A/3 -	733,162.50	Feeder	
A/4 -	769,820.63	Sanitary Man	
A/5 -	808,311.66	Canteen Attendant	
A/6 -	848,727.24	Ironer (Cloth Straightener)	
A/7 -	891,163.60	Conveyor Feeder	
A/8 -	935,721.78	Fire Equipment Attendant	
A/9 -	982,507.87	Watchman	
A/10 -	1,031,633.26	Cleaner	
A/11 -	1,083,214.93		
A/12 -	1,137,375.67		
A/13 -	1,194,244.46		
A/14 -	1,253,956.68		
A/15 -	1,316,654.51		
A/16 -	1,382,487.24		
A/17 -	1,451,611.60		
A/18 -	1,524,192.18		
A/19 -	1,600,401.79		
A/20 -	1,680,421.88		
GROUP B			
	LE	TECHNICAL	TECHNICAL (COND.)
B/1 -	731,500.00	Gardener	Ironer (Finisher)
B/2 -	768,075.00	Gateman	Packer/Stacker ✓
B/3 -	806,478.75	Sticher	Cold Room Labourer
B/4 -	846,802.69	Incinerator Attendant	Checker Out
B/5 -	889,142.82	Trolleyman/Wheeler	Table Roller (Bakery)
B/6 -	933,599.96	Driver's Mate	Catcher
B/7 -	980,279.96	Palleter	Porter
B/8 -	1,029,293.96	Loader/Infeeder	Caretaker
B/9 -	1,080,758.66	Bottle Sorter	Tree Spotter
B/10 -	1,134,796.59	Steward	Timmermill
B/11 -	1,191,536.42	Attendant	Rejector
B/12 -	1,251,113.24	Sighter/Drinks	Operator
B/13 -	1,313,668.90	Grass Cutter	
B/14 -	1,379,352.35	Axe Man	CLERICAL
B/15 -	1,448,319.96	Greaser	Sealer
B/16 -	1,520,735.96	Messenger	
B/17 -	1,596,772.76	Filter	
B/18 -	1,676,611.40	Stacker	
B/19 -	1,760,441.97	Packer ✓	
B/20 -	1,848,464.07		

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GROUP C

	LE	TECHNICAL	CLERICAL
C/1 -	804,650.00	Labouratory Attendant	Security Guard
C/2 -	844,882.50	Industrial Tailor	
C/3 -	887,126.63	Workshop Male	
C/4 -	931,482.96	Blaster (Certificate III)	
C/5 -	978,057.10	Minder	
C/6 -	1,026,959.96	Timber Trolley Man	
C/7 -	1,078,307.96	Head Gardener	
C/8 -	1,132,223.36	Plant/Machine Attendant	
C/9 -	1,188,834.52	Head Compound Man	
C/10 -	1,248,276.25	Dispensary Attendant	
C/11 -	1,310,690.06	Head Labourer	
C/12 -	1,376,224.56	Head Cleaner	
C/13 -	1,445,035.79	Saw Sharpener	
C/14 -	1,517,287.58		
C/15 -	1,593,151.96		
C/16 -	1,672,809.56		
C/17 -	1,756,450.04		
C/18 -	1,844,272.54		
C/19 -	1,936,486.17		
C/20 -	2,033,310.47		

GROUP D

	LE	TECHNICAL	CLERICAL
D/1 -	885,115.00	Weighter	Account Clerk
D/2 -	929,370.75	Cutter-to-Pattern	Stock Record Clerk
D/3 -	975,839.29	Painter	
D/4 -	1,024,631.25	Fisherman	
D/5 -	1,075,862.81	Plasterer	
D/6 -	1,129,655.96	Trainee Machine/Plant Operator	
D/7 -	1,186,138.75	Marker (On Tanks) /Printer	
D/8 -	1,245,445.69	Assistant Machine/Operator	
D/9 -	1,307,717.98	Waste Grinder	
D/10 -	1,373,103.87	Blender	
D/11 -	1,441,759.07		
D/12 -	1,513,847.02		
D/13 -	1,589,539.37		
D/14 -	1,669,016.34		
D/15 -	1,752,467.16		
D/16 -	1,840,090.52		
D/17 -	1,932,095.04		
D/18 -	2,028,699.79		
D/19 -	2,130,134.78		
D/20 -	2,236,641.52		

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GROUP E

	LE
E/1	973,626.50
E/2	1,022,307.83
E/3	1,073,423.22
E/4	1,127,094.38
E/5	1,183,449.10
E/6	1,242,621.55
E/7	1,304,752.63
E/8	1,369,990.26
E/9	1,438,489.77
E/10	1,510,414.26
E/11	1,585,934.97
E/12	1,665,231.72
E/13	1,748,493.31
E/14	1,835,917.97
E/15	1,927,713.87
E/16	2,024,099.57
E/17	2,125,304.55
E/18	2,231,569.77
E/19	2,343,148.26
E/20	2,460,305.67

- TECHNICAL**
- Lab Tehnician/Analyst
  - Plant/Machine Attendant
  - Sprayer
  - Lubricating Mechanic
  - Carpenter
  - Mason
  - Blaster (Certificate I)
  - Jig Tool Fitter
  - Moulder
  - metal Worker
  - Panel Beater
  - Tin Smith
  - Assistant Plant/Machine Operator
  - Cabinet Maker
  - Coach Builder
  - Material Servicer
  - Baker
  - Blacksmith
  - Riveter
  - French Polisher
  - Joiner
  - Saw Doctor
  - Statistics Clerk/Data Processor
  - Cold Room Attendant
  - Tank Room/Wort Cooler Operator
  - Panel Operator
  - Filter Operator

- CLERICAL**
- Statistics Clerk
  - Account Clerk
  - Telephone Operator/ Receptionist
  - Data Processor
  - Nurse (Clinic)
  - Stores Clerk
  - Customs Clerk
  - Security Guard/ Driver
  - Security Corporal
  - Copy Typist
  - Factory Clerk
  - Weighbridge Clerk
  - Distribution
  - Delivery Clerk
  - Despatch Clerk

GROUP F

	LE
F/1	1,070,989.15
F/2	1,124,538.61
F/3	1,180,765.54
F/4	1,239,803.81
F/5	1,301,794.01
F/6	1,366,883.71
F/7	1,435,227.89
F/8	1,506,989.29
F/9	1,582,338.75
F/10	1,661,455.69
F/11	1,744,528.47
F/12	1,831,754.90
F/13	1,923,342.64
F/14	2,019,509.77
F/15	2,120,485.26
F/16	2,226,509.52

- TECHNICAL**
- Sign Writer
  - Electrician (Installation)
  - Mechanic
  - Welder
  - Fitter
  - Trainee Screens Man
  - Cabinet Maker
  - Lab Analyst/Technician
  - Driver
  - Electrician
  - Fork Lift Driver
  - Crane Driver
  - Rewinder
  - Plant/Machinic Operator
  - Mixer
  - Draughtsman

- CLERICAL**
- Clerk/Typist
  - Stores Clerk
  - Accounts Clerk
  - Security Sergeant
  - Assistant Storkeeper
  - Cashier

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F/17 -	2,337,835.00	Senior Baker
F/18 -	2,454,726.75	Freeze Man
F/19 -	2,577,463.09	Cook/Steward
F/20 -	2,706,336.24	Net maker

**GROUP G**

	LE	TECHNICAL	CLERICAL
G/1 -	1,178,088.07	Mechanic	Sales Clerk ✗
G/2 -	1,236,992.47	Quality Examiner	Accounts Clerk
G/3 -	1,298,842.09	Lab Technician	Factory Clerk
G/4 -	1,363,784.20	Automation Technician	Shorthand typist
G/5 -	1,431,973.41	Attendant	typist
G/6 -	1,503,572.08	Screensman	Security Officer
G/7 -	1,578,750.68	Plant/Machine Operator	Departmental
G/8 -	1,657,688.21	Trainee Lathe Turner	Secretary
G/9 -	1,740,572.62	Lab Technician	Sales Representative
G/10 -	1,827,601.26	Analyst	Salesman
G/11 -	1,918,981.32	Machine/Fitter	Personnel Clerk
G/12 -	2,014,930.38	Senior Driver	Head Receptionist
G/13 -	2,115,676.90	Assistant Foreman	Sales Analyst
G/14 -	2,221,460.75	Assistant Chargehand	Sales Assistant
G/15 -	2,332,533.79	Chief Net Maker	
G/16 -	2,449,160.48	Asst. Head Packer	
G/17 -	2,571,618.50		
G/18 -	2,700,199.42		
G/19 -	2,835,209.40 ✓		
G/20 -	2,976,969.87		

**GROUP H**

		TECHNICAL	CLERICAL
H/1 -	1,295,896.87	Mechinist / Lathe Turner	Senior Clerk
H/2 -	1,360,691.72	Foreman/Chargehead	Secretary
H/3 -	1,428,726.30	Senior Carpenter	Personnel Officer
H/4 -	1,500,162.62	Senior Plant/Machine Operator	
H/5 -	1,575,170.75	Head Driver	
H/6 -	1,653,929.28	Assistant Crew	Trainee Sale Representative
H/7 -	1,736,625.75	Head Baker	Trainee Isha/Finance Clerk
H/8 -	1,823,457.04	Principal Tailor	Trainee Store Keeper
H/9 -	1,914,629.89	Senior Driver	
H/10 -	2,010,361.38	Lathe Turner	
H/11 -	2,110,879.45	Plant Maintenance Inspector	
H/12 -	2,216,423.42	Senior Automation Technician	
H/13 -	2,327,244.59		
H/14 -	2,443,606.82		
H/15 -	2,565,787.17		
H/16 -	2,694,076.52		
H/17 -	2,828,780.35		
H/18 -	2,970,219.37		

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H/19 - 3,118,730.34  
 H/20 - 3,274,666.85

**GROUP I**

**LE**  
 I/1 - 1,425,486.56  
 I/2 - 1,496,760.89  
 I/3 - 1,571,598.93  
 I/4 - 1,650,178.88  
 I/5 - 1,732,687.82  
 I/6 - 1,819,322.21  
 I/7 - 1,910,288.32  
 I/8 - 2,005,802.74  
 I/9 - 2,106,092.88  
 I/10 - 2,211,397.52  
 I/11 - 2,321,967.40  
 I/12 - 2,438,065.77  
 I/13 - 2,559,969.05  
 I/14 - 2,687,967.51  
 I/15 - 2,822,365.88  
 I/16 - 2,963,484.18  
 I/17 - 3,111,658.38  
 I/18 - 3,267,241.30  
 I/19 - 3,430,603.37  
 I/20 - 3,602,133.54

**TECHNICAL**

Trainee Miller  
 Chief Mate  
 Foreman Electrician  
 Lathe Turner  
 Foreman Engineering  
 Head Carpenter  
 Head Packer  
 Water Treatment Foreman  
 Plant Maintenance Inspector

**CLERICAL**

Personnel Assistant  
 Senior Storekeeper  
 Isha/Finance Clerk  
 Sales Representative  
 Sales Representative  
 Storekeeper

**GROUP J**

**LE**  
 J/1 - 1,568,035.21  
 J/2 - 1,646,436.98  
 J/3 - 1,728,758.82  
 J/4 - 1,815,196.77  
 J/5 - 1,905,956.60  
 J/6 - 2,001,254.43  
 J/7 - 2,101,317.16  
 J/8 - 2,206,383.01  
 J/9 - 2,316,702.16  
 J/10 - 2,432,537.27  
 J/11 - 2,554,164.14  
 J/12 - 2,681,872.34  
 J/13 - 2,815,965.96  
 J/14 - 2,956,764.26  
 J/15 - 3,104,602.47  
 J/16 - 3,259,832.59  
 J/17 - 3,422,824.22  
 J/18 - 3,593,965.43  
 J/19 - 3,773,663.71  
 J/20 - 3,962,346.89

**TECHNICAL**

Miller

**CLERICAL**

Senior Sales Representatives  
 Senior Isha/ Finance Clerk  
 Senior Storekeeper

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INDUSTRIAL TRADE GROUP NEGOTIATION COUNCIL

The Industrial Trade Group Negotiating Council, reached agreement at a meeting held at the Sierra Leone Labour Congress Hall on 30<sup>th</sup> June 2017.

1. That with effect from 1<sup>st</sup> April 2017, the Salaries of all employees currently in service of the Various Employers in the Industrial Trade Group shall be increased by 10% with a minimum of not less than Le665,000.00 per month.
2. That the increase of 10% shall be applied on the basic salary scale as operated by individual companies with the agreed 5% notch-to- notch movement.
3. That the Group differential between Group 'A' through 'J' in the Collective Agreement should be 8% between one group and the other.
4. From the effective date of this Agreement all employers of workers to whom this agreement apply shall strictly observe and adhere to the recognised salaries and incremental rates provided they are not less favourable than such recognised salaries and incremental rates.

For and on behalf of the  
Sierra Leone Association of  
Manufacturers

Signed: .....  
Israel Okujagu  
Chairman, SLAM

Signed: .....  
Daaf van Tilburg - Sierra Leone Brewery  
Limited

Signed: .....  
Ann-Marie Thomas - Sierra Leone Bottling Co

Signed: .....  
Zorah E. Anthony - S.L. Brewery Ltd.

Signed: .....  
Arne B. Johansen - LEOCEM Ltd

Signed: .....  
Daphne During - LEOCEM Ltd

Signed: .....  
Kings Production Ltd  
30/6/17

For and on behalf of the  
Hotel Food, Drinks, Tobacco Entertainment  
and Tourism Workers' Union

Signed: .....  
J.A.B. Wright - General Secretary  
30/6/2017

Witness: .....  
John M. Kamara- G. Shankerdas & Sons  
(S.L.) Ltd.

Clerical, Insurance, Banks, Accounting, Petroleum  
Industrial & Chemical Industry

Signed: .....  
Alhaji M. B. Williams - General Secretary  
30/06/17

Witness: .....  
Frederick Bunduka

Witness: .....  
Francis Abu - Milla Group

Witness: .....  
Allie Toronka - Sierra Leone Bottling Co.

- (d) 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 shall be notified in terms of Article 7 of the Main Agreement

3. OFFICERS

The Chairman and Vice Chairman shall be elected from among Council members. These positions shall held for the duration of each Agreement and shall alternate between the Employers and the Unions on the expiry of each full Agreement.

The Secretary shall be a person mutually appointed by the Council.

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. Due notice of 7 (seven) days shall be given together with the agreed agenda of any meeting called in terms of Article 48 (Grievance Procedure) or Article 3 (Duration of Agreement).

5. QUORUM

- a. The quorum shall consist of not less than 50% representatives off the Employers and 50 representatives of Unions.
- b. Cost of running the Trade Group Council to be borne in equal proportion by both Employers and Unions.

6. FAILURE TO AGREE

- a. Should the Council fail to reach agreement on any matter within the terms of the constitution, the point of disagreement shall be reduced to writing and agreed by the Employers and Unions. Thereafter, it shall be open to either side to approach the Minister of Labour and ask him to act as conciliator as provided for in Article 17 (1) of the Regulations of Wages and Industrial Relations Act 1971.
- b. The Employers and the Unions 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 or to be discussed unless such communication has been jointly agreed. In the event of a complete breakdown in negotiations with deadlock on all outstanding matters, either party shall be free after having gone through Section 6 (a) of the Constitution to inform its members.

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Signed:.....  
Ranjith Kumar Angepat – Super Holdings & Safari

Signed:.....  
Muyu Deen Jimoh - Sierra Fisheries

Signed:.....  
Dr, K. Shankerdas-G. Shankerdas & Sons(S.L.)  
Ltd.

Witness:.....  
Ralph A. Johnson-G, Shankerdas & Sons (S.L.) Ltd

Signed:.....  
Bansi Devani – NATCO/CCL

Witness:.....  
Sonny Wray – NATCO/CCL

Signed:.....  
Mohamed Fakhoury - Rainbow Paint

Witness:.....  
Victor Musa – Rainbow Paint

Witness.....  
Babara Scale - Cosmillan

Signed:.....  
A.O.U. Collier  
Chairman , Industrial Trade Group Negotiating Council.

Signed:.....  
Alhaji M.B. Williams, Vice-Chairman, Industrial Trade Group Negotiating Council

Signed:.....  
Frederick L. Bunduka  
Secretary, Industrial Trade Group Negotiating Council

Union of Mass Media, Financial Institutions,  
Chemical Industries and General Workers

Signed:.....  
Emmanuel D. Pratt – General Secretary

Witness:.....  
Patrick Conteh – Super Holdings

Skilled And Manuel Workers Union

Signed:.....  
Foday Musa - General Secretary

S.L. Watchmen, Security & Gen Workers' Union

Signed:.....  
K.B.J. Conteh - General Secretary

Signed:.....  
Alfred M. Bangura

Signed:.....  
Max K. Conteh – Mass Media Union

Signed:.....  
Festus A. Streach - Hotel, Food, Drinks, Workers Union.

Witness.....  
Sheaku G.S. Thorocho

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