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MINISTRY OF LABOUR AND SOCIAL SECURITY

Govt. Notice No. 302

AGREED SALARIES, TERMS AND CONDITIONS OF SERVICE FOR EMPLOYEES IN THE FISHING SECTOR (NO. 18 OF 1971)

NOTICE IS HEREBY given in accordance with the Regulations of Wages and Industrial Relations Act (No. 18 of 1971) that the amendment agreement made by the Agreed, Salaries, Terms and Conditions of Service for Employees in the Fishing Sectors 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.

A. F. MUSA,
Ag. Commissioner of Labour.

MINISTRY OF EMPLOYMENT, LABOUR
AND SOCIAL SECURITY,
NEW ENGLAND,
FREETOWN.

AGREED, SALARIES TERMS AND CONDITIONS OF SERVICE FOR EMPLOYEES IN THE FISHING SECTOR

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**AGREED. SALARIES TERMS AND CONDITIONS
OF SERVICE FOR EMPLOYEES IN THE FISHING
SECTOR**

**FISHERIES TRADE GROUP NEOGOTIATING
COUNCIL CONDITIOND OF SERVICE AND
SALARY STRUCTURE**

PREAMBLE

In accordance with the regulation of wages and industrial relations act of 1971, a trade group negotiating council for the Sierra Leone fishermen and allied workers is to be set up and to have the following powers and functions.

**ARTICLE 1-POWERS OF THE TRADE GROUP
COUNCIL**

The powers of the trade group council shall be:

- a. Peacefully to negotiate wages, terms and conditions of service for all employed persons in the fishing industries except captains level consistent with the financial resources of the Trade Group and the mutual advantages to be derived from successful enterprise in terms of providing wage earning employment and retirement benefits.
- b. To eradicate industrial conflict by harmonizing the aspiration of management and workers.
3. To create such mutual confidence between management and workers as will serve their best interest.
4. To this end to promote management and workers education programme designed to increase consciousness of each other's difficulties, the benefits of improved skills and high productivity and of respect for each other's property.
5. To provide for the most reasonable operation of the vessels covered by this agreement under method, which will further to the fullest extent possible the safety and welfare of the crew members, together with efficiency and economy of operation. It is recognized by this agreement to the duty of the union, the agents and other companies and the crew members to cooperate fully, individually and collectively for the advancement of these conditions.

**ARTICLE 2 - THE SCOPE AND FUNCTIONS OF
THE AGREEMENT**

1. The terms and conditions of this agreement shall apply to all workers except those who performs supervisory function in any of the employer's establishment.
2. To agree to wages/salaries, terms and conditions of service.
3. To have the power to fix wage/salary holidays with pay, overtime rates with pay and to release worker(s) for educational purpose with pay in respect to hours work out of the agreed normal work.

**ARTICLE 3-EMPLOYERS IN THE FISHING
INDUSTRY/TRADE GROUP**

For the purpose of this agreement, the term "employer" as defined in the act shall include all fishing Agents/company both foreign and local.

ARTICLE 4- DEFINITION OF A SUPERVISOR

A Supervisor is a worker/servant who has authority in the interest of the establishment to recommend, hire, transfer, supervise, lay-off, recall, promote, reward, discharge or Discipline other workers with the approval of management.

ARTICLE 5-COMPANY/AGENT RIGHT

1. It is the exclusive function of the Agents or Companies to maintain order, Discipline and efficiency, hire, classify, terminate, transfer, promote, demote and Discipline crew members; provided that a claim of discriminatory promotion, the motion and transfer, or a claim that a crew member has been disciplined or terminated without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
2. The Agents or companies may establish from time- to-time rules and regulations governing crew members covered by this agreement provided that such rules and regulations are not inconsistent with the provision of the agreement.

ARTICLE 6-RECOGNITION

1. The Agents or companies hereby agreed to recognize the Sierra Leone Fishermen's Union as the exclusive bargaining Agent for the purpose of entering into a collective Bargaining relationship with the Agents or the companies on behalf of all the crew members, excluding captains or ship owners.
2. The Agents or companies agreed that section 16 of the Regulation of wages and industrial relations act No. 18 of 1971 shall be observed closely. The Act reads "No Employer in any Trade Group shall enter into negotiations or have dealing with any other than that Trade Union referred to in the collective bargaining certificate relative to that Trade Group."
3. The Agents or companies shall not make any individual agreement with the crew directly in conflict with the provision of the agreement.
4. The agents or companies shall allow officials of the union access to the Agents/companies vessels only with the permission of the shore captain, plant manger or designated manager to perform official duties. It is understood that the presence of union officials at the offices or vessels of agent/companies must not interfere with the normal companies/agent operation. It is on the union's own risk visiting at sea.
5. The crew of each vessel may elect a steward to represent them in dealing with matters concerning to act as steward shall not delay sailing. There shall be a fleet steward representing the entire fleet.

6. In Hiring new crew members, first consideration will be given to locally situated members of the union provided qualifications/ experience are sufficient. The union shall ensure to maintain up to date record of its membership

ARTICLE 7-SAFETY AND HEALTH

1. Any call necessary for the saving of the crew, ship or equipment or sailing of other crew shall be performed on immediate call by all crewmen. The captain shall be the sole judge.
2. The agents/companies agreed that all fishing vessels shall at all times be equipped with adequate life saving equipment such as life boats, launching derricks, lamps, flares, food water and necessary provision in accordance with Sierra Leone Shipping inspection requirements. The crew shall be accommodated, maintained and provided with medical care. The management agrees that the compensation for Permanent total or partial disability shall be in accordance with the Labour Law or the Insurance Policy of the Agent or Ship Owner.
3. If a crew member, while onboard gets hurt or sick to the extent that he cannot complete a trip, he shall be put at shore for medical attention and replaced.

ARTICLE 8-REPATRIATION OF CREW

The agents/companies agreed that all crews onboard the vessel if the contract is expired or terminated by the agent/company according to International Maritime law it shall be the Responsibility of the agent/captain/ship owner to place the repatriated crews in a hotel before their departure to the port of engagement. They shall also be fed while in transit and their salaries shall run until they get back to their home country.

ARTICLE 9-DISCIPLINE AND OR DISCHARGE

1. When a captain of company decide to discipline, suspend or discharge any crew member, the company/agent shall give reasonable explanation of such action, upon the request of the union.
2. When a crew is discharged from the vessel at homeport, he shall receive all entitlement due him depending on the reason for his discharge. This crew shall receive his share of fish and the company/agent shall choose and provide his transportation and lodging back to the vessel or port of engagement. However, if a crew abandons his ship from homeport the company/agent assumes no responsibility for

his transportation and lodging. If any crew enters into an agreement with the Captain without the prior consent of the Agent/Company, it shall be at his own detriment.

3. The Company/Agent will provide employment records for all crews upon being signed onto any vessel in the fleet, which shall contain length of service kept up to date, rank or job performed with dates of promotions and records of conduct.
4. A crew may be subjected to disciplinary action, including
 - (a) Failure to be present at scheduled reporting time without just cause, the Company/ Agents will not be responsible for paying any transportation or any other cost incurred by the crew.
 - (b) Failure to promptly comply with the orders of the Captain.
 - (c) The trafficking or use of alcohol or illegal drugs onboard the ship. Reporting to a vessel while under the influence of alcohol or illegal drugs to the extent that crew is offensive to other crew or is incapable of performing his work.
 - (d) The theft or damage of Company/Agent property.
 - (e) Fighting or using physical force against the Captain or any other crew.
 - (f) Serious neglect of duty
 - (g) Failure to comply with Agents/ Company's rules.
 - (h) Deliberate interference with the sailing of a vessel
5. The Agent/Company/Captain shall not discriminate against or victimize any crew because of his past Union activities or because of his Union membership.
6. Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crew shall be recorded in writing and placed in the personal file of the crew with a copy to the Union. Such matters if not recorded shall not be considered as part of his record

ARTICLE 10--GENERAL

1. New conditions or systems arising during the life of this agreement will be implemented, and will be a topic of discussion between the company and the Union.
2. It is agreed that the Company/Agent shall fulfill all its obligations relative to crews required under the workmens compensation Act of Sierra Leone and the employer's insurance policy.
3. Any conditions not covered by this agreement and is presently enjoyed by the crew will not be altered or changed during the term of agreement.

ARTICLE 11-PAYMENT TO CREW AND UNION DUES

1. The Union shall be immediately informed of a crew signing off from any vessel so as to avoid misunderstanding.
2. That at the time of pay-off of a crew, the Union shall be notified and represented.
3. That management shall deduct 5% from the salary of each Unionized crew as union dues and turn same over to the National Treasurer at the end of every month.
4. The Agent/Company agrees that the Union shall be informed about recruitment of fishermen and standby crew for employment and discharge of vessels, and Sierra Leoneans shall be given priority in the area of employment and shall be in the majority.
5. The Agent/Company agrees that fishermen shall be entitled to 2-days vacation leave for each work month at sea.
6. That management shall consider bonus on the catch to workers at the end of each trip. In case of job-related illness and hospitalization, the Agent/Company shall bear the cost of all medical expenses incurred.
7. In case of accidental death while on official duty, the compensation will be according to the workmens compensation Act plus funeral expenses and salary already earned. For natural death, management shall give 24 months' salary to the deceased next of kin.

ARTICLE 12-GRIEVANCE PROCEDURE

(a) OFF-SHORE WORKERS

1. If a crew or the Union alleges a breach in violation of this agreement, the respect or respects in which it is alleged that the

agreement has been violated, shall be reported promptly to the Captain who shall lodge the grievance and meet with the aggrieved crew and the boat steward, and shall deal with the grievance and the complainant of his disposition on the issue within twelve (12) to twenty-four (24) hours of such complaint.

2. If the response of the Captain does not settle the matter to the satisfaction of the complainant and the union, the union may refer the issue in writing to the Agent/Company at the first opportuned time. The Company/Agent shall then respond in writing as to its disposition on the issue within one (1) to two (2) days if at all possible. On receipt of the written complaint, the fleet steward or Union Secretary, or such other officials of the Union as may be designated, shall be brought in at this stage if so desired.
3. If the response from the Agent/Company does not settle the matter to the satisfaction of the union, the union shall then refer the issue for conciliation to the Ministry of Labour for a final decision.
4. The official of the union is empowered to act on behalf of the crew even in his absence.

(b) ON-SHORE WORKERS

1. Normally a complaint is initially handled by the Shop Steward and the department's head.
2. Should there be no agreement at stage one, the matter is referred to the personnel or human resource manager who, together with the union's general secretary and the shop steward shall endeavour to resolve the issue.
3. If there is no agreement at stage two, the general secretary of the union and the head of establishment shall meet to find a solution to the problem.
4. In the event of failure to resolve any matter at stage three, it shall be referred to the Commissioner of Labour for conciliation.

ARTICLE 13-ARBITRATION

1. A matter in dispute between the Company/Agent and union involving the interpretation, application, operation or alleged violation of any article of this agreement shall in the event of failure to reach agreement thereon be referred by either partly to the Ministry of Labour.

2. The party desiring to submit a matter for arbitration, shall within thirty (30) days, deliver to the other party a notice of intention to arbitrate. This notice shall state the matter or issue and state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.
3. Within ten (10) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the decision of the arbitration date from the Ministry of Labour.

ARTICLE 14-AUXILIARY FUNCTION

The terms and conditions of services set out in this Trade Group agreement shall be applied to all paid employees below supervisory level, employed by the fishing companies or agents in Sierra Leone. It is further agreed that it shall be construed to mean any activities of fishing companies or agents operating or working units shall include the necessary administrative and auxiliary functions of personnel in such sections.

ARTICLE 15-CATEGORIES AND SALARIES FOR FISHERMEN

AGREED SALARIES FOR FISHERMEN (OFF-SHORE WORKERS)

1.	Chief Mate	6,075,000.00
2.	Boatswain	3,039,000.00
3.	Quarter master	2,700,000.00
4.	Second Boatswain	2,565,000.00
5.	Processor	1,800,000.00
6.	Freezer man	1,350,000.00
7.	Net maker	1,350,000.00
8.	Oiler	1,350,000.00
9.	Diver	1,350,000.00
10.	Cook	975,000.00
11.	Fisherman (fish boat)	900,000.00
12.	Fisherman (shrimper)	600,000.00

ARTICLE 16

A. CATEGORIES OF ON-SHORE WORKERS

UNSKILLED

Group 1

Labourer
Security Guard
Gardener
Messenger
Clearner
Gateman
Cartoon loader/feeder
Cartoon sticker

Porter
Plant Attendant
Labeller
Cold Room Attendant
Palletto
Trolley man

SEMI SKILLED**Group II**

Greaser
Workshop mate
Weigher
Wireless operator

SKILLED (TECHNICIAN)**Group III**

Electrician
Refrigerator
Carpenter
Driver
Painter
Maison
Engine Room Operator
Generator Operator

CLERICAL**Group (IV)**

Office Clerk
Store Keeper
Cold Room Clerk
Secretary/Typist
Sales Clerk
Account Clerk
Cashier
Telephonist
Receptionist

ARTICLE 17-SALARY STRUCTURE OF ON-SHORE WORKERS

1. UNSKILLED (LABOURERS)

1.	Basic salary	500,000.00
2.	Transport	78.750.00
3.	Housing	118.125.00
4.	Lunch	78.750.00
		775.625.00

2 SEMI SKILLED

1.	Basic Salary	535.000.00
2.	Transport	78.750 .00
3.	Housing	118.125.00
4.	Lunch	78.750.00
		810.625.00

3. SKILLED

1.	Basic	640,000.00
2.	Transport	78.750.00
3.	Housing	118.125.00
4.	Lunch	78.750.00
		915.625.00

4. CLERICAL

1.	Basic	587.500.00
2.	Transport	78.750.00
3.	Housing	118.125.00
4.	Lunch	78.750.00
		863.125.00

17 B.I. All employees included in this Trade Group Agreement shall receive monthly salary within the range appropriate to the grade in which his/her category is classified. They shall be issued with pay slip.

17.B.2. Annual salary shall be paid in twelve installments between the 25th and 30th days of each month and union dues shall be deducted simultaneously and sent to the Union Treasurer at once.

ARTICLE 18- ANNUAL INCREMENTS

1. It shall be agreed that each employee covered by this agreement and who has performed well during any review year, shall be eligible to receive an increment on his/her current salary per year.
2. The incremental date of every employee covered by this agreement shall be the date of his/her appointment.

ARTICLE 19-BETTER TERMS AND CONDITIONS OF EMPLOYMENT

1. Workers who before this agreement were enjoying better terms and condition of employment related to either the status, occupation and/or work situation appropriate and peculiar to the operations of any of the establishments represented in this agreement shall continue to do so.
2. Consistent with section 15 of the regulation of wages and industrial relations Act No. 18 of 1971, the provisions of this agreement shall not prevent any employer who is bound by this agreement from offering higher rates of payment and terms of conditions of services better than those contained in the agreement.

ARTICLE 20-TECHNICAL TRAINING

1. The employer/union agree to encourage and assist their workers to gain further training in their field of activities; to increase efficiency, capability, opportunities for possible advancement within the employers establishment. When such opportunities exist employers shall co-operate fully with the Union for workers educational programmes intended to serve the purpose of section 11 (a), (b) and, (c) of the regulation of wages and industrial relations Act No. 18 of 1971.

2. A worker who is offered training/scholarship/seminar by the employer/union to pursue a course of study whether locally or overseas within the intentions of the above section, shall be granted study leave on full pay for the duration of the course of study, but the recipient does not receive his/her certificate of qualification until after completion of his or her obligations with the management. A bond between the employee and management must be signed.

ARTICLE 21-ANNEX

It is the wish of the Union to include the following items for their prominence and importance in the union proposal.

1. ILO convention 125 ratified by Sierra Leone and it Came into force on the 15th July 1969.
2. ILO convention 126 ratified by Sierra Leone and it came into force on 16th November 1968 e.g. issues like accommodation and fishing vessels.
3. Matters relating to onshore workers as contained already in the addendum.

ARTICLE 22-DURATION OF THIS AGREEMENT

The provision of this agreement shall, come into force on the 1st day of January 2015 and shall remain in force for a period of three years.

1. Two years nine months after the signing of this agreement the Trade Group Council shall meet to negotiate terms and conditions of a new agreement. Any such new agreement shall come into force immediately on the expiry of the current agreement irrespective of the date on which the new agreement is signed.
2. Fifteen months after the date of signing of the agreement and only once during the lifetime of the agreement, one month's notice in writing shall be given by either party for a review of rates of pay only.
3. Such award irrespective of the date concluded, shall come into force as from the the 1st day of the 16th month of this agreement.

Signed on behalf of the parties this: 21st day of August 2014 (For the Companies/Agent) For the Union

Secretary General:.....
President:.....
Treasurer:.....

Chairman-Trade Group Council:.....
Secretary-Trade Group Council:.....
Commissioner of Labour:.....

ARTICLE 23-ANNUAL LEAVE AND LEAVE ALLOWANCE INCLUDING LEAVE RATE

From 1 years	-	5 years	26 working days
Over 5 years	-	10 years	30 working days
Over 10 Years	-	15 years	35 working days
Over 15 years	-	20years	40 working days
Over 20 years	-	25 years	50 working days
Over 25 years	-		54 working days

- (a) For Security Guards the leave rate shall be:

From 1 year	-	5 years	30 working days
Over 5 years	-	10 years	32 working days
Over 10 years			42 working days

- (b) The onshore worker shall receive an annual leave allowance of 1 month basic salary before proceeding on leave.

ARTICLE 24-MEDICAL FACILITIES

Management shall provide medical facilities to the onshore workers for all job related illness.

ARTICLE 25-TRANSFER ALLOWANCES

An employee transferred shall be entitled to a removal allowance of Le 150,000.00 for temporary transfer less than three (3) month an employee shall be paid an out of station allowance per night of Le 180,000.00 and shall not receive a removal allowance.

ARTICLE 26-REDUNDANCY

- (a) Redundancy is defined under this agreement as the involuntary loss of employment through:

1. No fault of the worker by reason that his employer has ceased or intends not to carry on the business or part of it for which the worker was employed and that the workers shall not be replaced by any worker.
2. A change in the method of operation or administration of the business or any part thereof which results in either a reduction in the workforce requirements of the employer concerned or a change in the type, skills, qualification and experience which a worker must possess to perform the duties required of him.

- (b) Before declaring any worker redundant in a given post the employer undertakes to explore the possibility of using his services in alternative employment; the employer further undertakes to retain potentially redundant workers where such workers can be retained for alternative employment within the establishment.

- (c) When a situation involving redundancy occurs or likely to occur in an establishment the employer shall give the earliest warning in confidence to the Secretary General of the Union. He shall invite him to consult and discuss the plans. The employer and the General Secretary of the Union shall consult together in good faith with a view to ensuring that the steps taken by the employer to deal with the redundancies are fully examined to the individual workers concerned with as much notice as possible and the redundancies are carried out equitably.

At least three (3) months notice of such redundancies shall be given by the employer to the Union General Secretary. Workers to be affected shall be informed of the termination of their employment not less than two (2) months prior to the effective date.

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

- (ii) Where skill, ability and performance is considered to be equal, a worker who is junior in respect of length of service within the establishment shall be discharged in respect of redundancies before a worker who is senior in length of service.

- iii. In the event of a worker being discharged in respect of redundancy he/she shall be granted his/her rights as provided for by law or by the agreement.

- (e) A worker declared redundant shall be placed on a recall list for twenty weeks following his discharge.

- (f) In the event of a worker being made redundant, he/she shall receive redundancy compensation in accordance with article 26 of this agreement. Such redundancy compensation shall be in addition to any other payment to which the worker may be entitled.

ARTICLE 27-REDUNDANCY COMPENSATION

From 1-5 years	35 working days pay of each complete year of service
Over 5-10 years	42 working days pay of each complete year of service
Over 10-15 years	47 working days pay of each complete year of service
Over 15-20 years	50 working days pay of each complete year of service
Over 20 years	55 working days pay of each complete year of service

ARTICLE 28-RESIGNATION OF PERMANENT EMPLOYEES

Any permanent employee who wishes to resign his/her appointment may do so by giving a month's notice in writing or by paying one month's salary in lieu of notice.

ARTICLE 29-END OF SERVICE BENEFIT

Where an employee has served an employer for a period not less than (1) year and resigns his or her appointment or his/her services are terminated, such an employee shall be entitled to receive an end of-service-benefit as follows:

From 1-5 years	35 working days pay of each complete year of service
Over 5-10 years	42 working days pay of each complete year of service
Over 10-15 years	47 working days pay of each complete year of service
Over 15-20 years	50 working days pay of each complete year of service
Over 20 years	55 working days for each complete year of service.

Any time worked less than one (1) year should be proportionately.

- (a) An employee who has been dismissed shall not be entitled to end of service benefit.

- (b) Where a worker dies, the gratuity shall be paid to his or her next of kin according to the relevant provisions of the agreement.

ARTICLE 30-UNION DUES OF ONSHORE WORKERS

Management shall deduct 5% from the basic salary of the onshore worker and turn over same to the National Treasurer of the Union at the end of every month.

ARTICLE 31-PROBATIONARY PERIOD

- (a) All employees covered by this agreement shall from the date of their engagement serve a probationary period of six (6) months. If, in the opinion of the employers, at the end of the probationary period, employees service have been satisfactory, such employees shall be appointed to the permanent staff and their appointment confirmed in writing. The employers may extend probationary period for a further period of three (3) months in cases of doubt as to the suitability of the employees, but in no case shall the total probationary period exceed nine (9) months. Such information shall be relayed to the employees concerned not later than one week before the expiry of the first six (6) months.
- (b) In the event of the employers or the employees being dissatisfied with each other during the probationary period the appointment may be terminated by either party giving not less than one (1) month notice in writing or by the payment of one month's salary in lieu of such notice.
- (c) The employers may require the employees to submit to medical examination at the employers' expense before the commencement of the probationary period.
- (d) A copy of this agreement shall, on confirmation of appointment, be supplied to the employees at the employer's expense.

ARTICLE 32-HOURS OF WORK

- (a) The hours of work for all employees shall comprise 40 hours in a five days (5) a week.
- (b) These hours shall be exclusive of rest or meal breaks.
- (c) It is further agreed that should there be any legislation in accordance with ILO Convention 47 (40 hours weekly) during the lifetime of this agreement; the employers shall comply with immediate effect.

ARTICLE 33-REST DAY

- (a) Shift workers-employees who are on shift duties shall during the course of each week be entitled to two rest days. Should they be required to work on such days shall be paid overtime as follows:

First rest day and
Second rest days

Double time

ARTICLE 34-PUNCTUALITY

Employees shall observe strictly the established hours of work for their respective work location and persistent lateness can be a cause of withholding an annual increment or any other disciplinary action.

ARTICLE 35-OVERTIME

Overtime shall under normal circumstance be worked with prior approval of management. Although overtime is not obligatory, employers expect that workers would comply with Management's request to work overtime when the exigencies of the employer's business demand this. Employees who fail to respond to management request in such circumstances would be considered un-cooperative. Whilst recognizing that persistent overtime is undesirable, the employers and union agreed that where overtime is essential then employees shall be expected to work overtime for which they will receive payment at the following rates:

- (i) All work performed in excess of the agreed normal day shall be remunerated for at the rate of one and half hour pay for every hour worked for.
- (ii) All work performed in excess of the agreed normal hours worked on any employee's rest day, shall be remunerated for at the rate of two (2) hours pay for every hour worked.
- (iii) All work performed on Sundays in excess of the agreed normal hours will be remunerated for at two (2) hours pay for every hour worked for calculating overtime on Sundays and public holidays, it shall be deemed to start at 0001 hours to 23:59 hours.
- (iv) There will be no time off in lieu of overtime except with the advance consent of both employee and management in consultation with the union's representative.
- (v) After mutual agreement between management and the union some employees may be paid an additional standard payment in lieu of overtime, e.g. touring drivers and mates.

ARTICLE 36-PUBLIC HOLIDAYS

- (a) All employees who do not report for duty on public holidays shall receive normal pay on such public holidays.

- (b) All work performed up to four (4) hours on all public holidays shall be remunerated for at the rate of one extra day's pay. Any period in excess of four (4) hours of work performed on public holidays shall be remunerated for all double time,
- (c) Where overtime is worked in public holidays beyond the agreed hours per day, the rate of pay shall be, twice the normal basic hourly rate (i.e. basic rate + 100%).

ARTICLE 37-PERFORMANCE OF DUTIES

Every employee shall perform the duties, with which he or she is entrusted, conscientiously to the best of his/her ability and in accordance with directions given by his or her superiors and the provision of this agreement.

ARTICLE 38-ACTING APPOINTMENT

Where an employee performs the normal duties of a higher post, classification or grade he/she shall be paid an allowance equivalent to the difference between his/her current salary and the minimum salary of the grade or post in which he or she is acting, but not less than two increments of the grade for the post in which he or she is acting.

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

ARTICLE 39-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 employer;
- (b) It is agreed that where employee in junior group has satisfactorily carried out his/her 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 senior group when a vacancy occurs.

ARTICLE 40-MATERNITY LEAVE

Where a female employee becomes pregnant and applied for maternity leave, she shall be granted twelve (12) weeks maternity leave on full pay. The employee shall be required to produce a medical certificate signed by a medical practitioner stating the appropriate date of confinement.

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

Where complications arise as a result of such confinement, request for additional leave on the recommendation of a medical doctor, will be treated on the merit of such individual case.

ARTICLE 41-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 relative (e.g. mother, father, wife, husband, child, sister and brother). The number of days shall in each case be determined by the attendant circumstances and shall be on full basic pay.

ARTICLE 42-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 payment for the period. A written application for such leave stating 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 43-SICK LEAVE

- (a) Sick leave shall be taken to denote such days on which an employee is unable to report for work owing to sickness. An employee who is unable to report for work shall notify management on the same day or not later than the following day. To receive sick leave pay, such absence shall be supported by the production of a certificate signed by a 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. In the event of illness other than as a result of self inflicted injuries or alcoholism or venereal diseases, sick leave with pay shall be granted as detailed in Article (40 c) but subject to the conditions set out further below.
- (b) Absence not supported by a medical certificate signed by a doctor nominated by the employer may be regarded as absence without permission with a corresponding (deduction) made from salary, except that after two days any further sick leave shall be dealt with by the employer's designated doctor.
- (c) Employee shall be entitled to sick leave as follows:

Year of service	No of weeks on full pay per year	No of weeks half pay per on year
Up to 3	7	7
Over 3 to 6	8	8
Over 6 to 10	9	9
Over 10 to 15	10	10
Over 15 to 20	11	11
Over 20 to 25	13	13
Over 25	15	15

- (d) Notwithstanding © above, where an employee has for a minimum of 3 years, not utilized more than 50% of his or her total sick leave entitlement for the three (3) years period consideration would be given to the extension of his or her sick leave in any twelve (12) calendar month if after exhaustion of his or her sick leave, he or she is still incapable of carrying out his or her duties. Such extension shall apply only to the period of sick leave on half pay.

ARTICLE 44-LOAN FACILITIES

The employers agreed 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 merit.

ARTICLE 45-SALARY ADVANCE

Employers may grant mid-month salary advance of up to one-third (1/3) of the basic monthly salary to any employee who so request. This amount shall be deducted in full at the end of the month in which the advance is taken.

ARTICLE 46-DISCIPLINE-WARNING LETTER

Where the services of an employee have not proved satisfactory, or where an employee commits an offence, he/she may be given a written warning that should be recorded in his or her personal file.

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

(b) OFFENCE LIABLE FOR WARNING LETTER

- (1) Negligence
- (2) Inefficiency
- (3) Absence without permission
- (4) Loitering

- (5) Insubordination
- (6) Late attendance for duty without reasonable or satisfactory excuse
- (7) Possession of intoxicating liquor for consumption on employer's premises except on occasions when approved by management
- (8) Any action contrary to the employer's operating procedure
- (9) Ceasing work before finishing time without permission

C. OFFENCE LIABLE FOR SUMMARY DISMISSAL

Summary dismissal may be effected by the employer without notice at anytime in the event an employee is found guilty of any of the offences listed below.

1. Gross insubordination
2. Possession of narcotics on the employer's premises e.g. Diamba
3. Being under the influence of intoxicating liquor or narcotics
4. Proven stealing or attempted theft of employer's or employee's property
5. Gambling on the employer's premises during working hours
6. Knowingly and deliberately concealing from the employer an infectious or contagious disease
7. Conduct calculated to seriously injure the employer's business
8. Smoking in an area where "No Smoking" signs are displayed
9. Gross misconduct or negligence

ARTICLE 47-SUSPENSION FOR INVESTIGATION

- (a) it is agreed that an employer can suspend an employee pending the result of the employer's investigations which shall be conducted within a period of seven (7) working days.
- (b) During the period of suspension of the employee, he/she shall be paid not less than half of his/her basic salary.
- (c) If the suspension is not followed by termination/ dismissal, the employee shall continue in his or her employment and shall be paid the difference in salary for the period, which he or she was investigated.

- (d) It is agreed that should an employee be facing police investigations on management's request, such an employee should receive his or her full payment during the entire period of the investigation.

If at the conclusion of the investigations, the employee is charge to court, the employee shall, from that 'point' receive half of his or her normal basic pay. However, if an employee so charge is subsequently acquitted or discharged by the court, he or she shall be paid the difference in salary for the period he/she was on half pay.

ARTICLE 48-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) workings days without pay at any one time.

ARTICLE 49-ABANDONMENT OF EMPLOYMENT

It is agreed that an employee who absents him or herself from work without prior permission for two (2) consecutive working weeks or without any valid reason thereafter, shall be deemed to have abandoned his or her employment and his or her services shall be considered terminated as from the last day he or she was at work. It is however agreed that an employee who abandons his or her employment shall be entitled to all his or her terminal benefits other than the normal notice or salary in lieu of such notice.

The employer shall deduct from that employee's terminal benefits the equivalent of one month salary in lieu of notice as if such employee had voluntarily resigned his/her appointment without notice.

ARTICLE 50-UNION MEETING

It is agreed that no meetings shall be held by the union without complying with the rules below for the holding of meetings of union members within the premises of employers:

- (a) Notification of intention to hold a meeting shall be submitted in writing to management at least two (2) days prior to the proposed date of the meetings: the notifications shall indicate the proposed venue and the 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.

- (b) Management reserves the right to grant permission for a union meeting to be held in the employer's premises. Where such permission is withheld, the management shall immediately advise the Union's Senior Representative in writing of the fact of its refusal and the reason thereof. The union has the right to make representation 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 working hours.
- (d) For any such meetings to be held, the union shall be entirely responsible for the orderly conduct of its members.

ARTICLE 51-DISCRIMINATION AGAINST WORKERS WITH HIV/AIDS

Management shall not discriminate against a worker because of his or her HIV status.

However, if a worker is under performing vis-a-vis his or her duties as a result of deteriorating health because of his/her HIV/status, management shall terminate the service, but all entitlements due the worker must be honoured.

ARTICLE 52-THE SOCIAL SECURITY OF THE WORKER

Management shall ensure the registration of all offshore and onshore workers into the National Social Security and Insurance Trust Scheme and shall pay the stipulated ten percent (10%) contribution for all its employees. While employees are required to pay 5%.

ARTICLE 53-RECRUITMENT OF CREWS

Management shall notify the union and the Ministry of Labour and Social Security for the recruitment of crews.

ARTICLE 54-CHILD LABOUR

Management shall not employ persons under the age of thirteen (13). See provisions of ILO convention 138 (minimum age of work). Management shall not employ persons under the age of 18 to carryout dangerous work at his establishment. See provisions of ILO convention 182 (worst forms of child labour).

ARTICLE 55-SECURITY OF SHOP STEWARD AND ASSISTANT SHOP STEWARD

The employers and the union agreed that Shop Stewards and Assistant Shop Stewards play pivotal roles in the administration of the collective agreement particularly so on the issue of grievance handling at the place of work. The employers therefore made an undertaking that Shop Stewards and Assistant shop stewards shall not be victimized in no way because of their trade union activities.

ARTICLE 56- CERTIFICATE OF SERVICE

An employee who has resigned or has been terminated, dismissed or made redundant shall be entitled to receive a certificate of service showing the following:

NAME:.....

POSITION HELD:.....

FROM.....TO:.....

TOTAL PERIOD OF SERVICE:.....

DATE OF LEAVING EMPLOYMENT:.....

(THIS IS THE ONLY AND FINAL CERTIFICATE ISSUED BY THE EMPLOYER)

ARTICLE 57-CONTRACT AGREEMENT

There shall be a contract agreement between the employers and the fishermen which shall include the name of the fishing company/agency/enterprise/industry, the name of the fishing vessel, its nationality, port of engagement, rank or status of the employee, the name and address of the agent and the clauses that form the contract agreement.

CONTRACT AGREEMENT BETWEEN THE EMPLOYERS AND FISHERMEN (CREWS)

NAME OF COMPANY:.....

DATE:.....

NAME OF FISHING VESSEL AND NATIONALITY:.....

NAME OF FISHERMAN:.....

NATIONALITY:.....

PORT OF ENGAGEMENT:.....

STATUS OF THE JOB:.....

SEAMAN'S BOOK NO:.....

NAME AND ADDRESS OF AGENT:.....

CLAUSE 1

That you are hereby hired effectively by the company/agent/enterprise/industry on said vessel.

CLAUSE 2

That your contract of hire commences:..... and expires:..... For the period of three (3) months minimum and six months maximum.

CLAUSE 3

That your gross monthly salary is:.....

CLAUSE 4

That seamen will have free accommodation and free maintenance onboard the ship.

CLAUSE 5

The seamen are entitle to working equipment such as rain boots, coats, gloves and cold room gears and that the fishing vessel shall at all times be equippe with adequate lifesaving equipment such as life boats, launching derricks, lamps, first aid kits, inflatable life belts, etc.

CLAUSE 6

That you are entitled to two (2) days vacation payment at the end of every month.

CLAUSE 7

That you are paid extra for Sierra Leone National Holidays spent at sea and in port when you work according to your salary.

CLAUSE 8

That you will be fed three (3) times daily

CLAUSE 9

That you are entitle to two (2) sacks/bags of fish.

CLAUSE 10

That you are to be paid for the transshipment of cargo at sea and in port when you work.

CLAUSE 11

That you are paid.....For a ton of shrimps andfor a tone of fish.

CLAUSE 12

In case of accident, job related or sickness onboard the ship, all medical expenses will be on employers account.

CLAUSE 13

In case of permanent disability the compensation will be done in accordance with the provisions of the workers compensation Act.

CLAUSE 14

In case of death the compensation will be done in accordance with the provisions of the workers compensation Act.

CLAUSE 15

In case of death, the company or its representative or agent will have to inform immediately the Embassy or Consulate of the deceased, providing all necessary data, will also have to cooperate/assist on the burial formalities or the burial itself.

CLAUSE 16

In case of pay off or termination of contract by agent or company; it shall be obligatory on the agent/captain/ship-owner to place the repatriated crews in a hotel before their departure to the port of engagement. They shall also be fed while in transit and salary shall run until they get back to their home country. In case of accident or sickness onboard the ship; all medical expenses will be the employers responsibility.

CLAUSE 17

That I the undersigned crew:.....
of No:.....being a member of the Sierra Leone Fishermen's Union do hereby authorize management of:..... to deduct the sum of 5% from my basic salary and turn same over to the aforementioned union at the end of every month.

CLAUSE 18

That you will disembark the vessel when the vessel returns from fishing grounds.

CLAUSE 19

It shall be unlawful to steal the ship's stores, the misuse of the company's property, fighting onboard, gross insubordination to all officers or masters, desertion of post, habitual intoxication on job, incompetence to perform duties, inciting other members to strike, theft such as embezzlement, if proven by management, shall leave management with no alternative but to terminate your contract.

.....
SIGNATURE OF SEAMAN

.....
SIGNATURE OF CAPTAIN
OR MANAGEMENT

.....
SIGNATURE OF UNION OFFICIAL

.....
SIGNATURE OF AGENT

APPENDIX

CONSTITUTION AND RULES OF THE FISHERIES

TRADE GROUP NEGOTIATING

COUNCIL

The name of the council shall be "Fisheries Trade Group Negotiating Council" (hereinafter referred to the "Council" as established under section 17 (3) of the Regulations of wages and Industrial Relations Act No 18 of 1971 and consisting of Fisheries Negotiating employers in Sierra Leone (hereinafter called the "Employers" on the one part and Sierra Leone Fishermen's Union (Hereinafter called the "Union") on the other part.

1. OBJECTS

The object of the council shall be:

- (a) To secure the most effective measure of agreement and cooperation between the employers and the union in all matters referred increasing efficiency and productivity combined with the well-being of those employed.
- (b) To vary or amend from time to time "Main Agreement" decisions or findings reached by the council.
- (c) To ensure the speedy and impartial settlement of disputes and grievances.

2. MEMBERSHIP

- (a) The membership of the council shall be members of the indigenous fishing Association and Sierra Leone Fishermen's Union consisting of eight (8) representatives of the employers and eight (8) representatives of the union.
- (b) The employers and the union respectively may appoint alternative members for each of the eight (8) members which they appoint. An alternate member may take the place of and act, instead of the member for whom he/she is appointed to alternate for all purpose of the council. Each side may bring not more than three (3) observers.

- (c) Each side shall have the right to withdraw any of its members on the council should this be necessary and shall fill such vacancies as may occur by appointing a new member. Such changes will be notified in writing.

3. OFFICERS

The Chairman and Vice Chairman of the council shall be elected from among council members at the first meeting of each session of the council. If so desired and in any case these positions shall alternate between the companies and the union. The Employers shall provide secretariat services. An independent chairman may be elected for specific negotiation as provided for in section 10 of the Regulations of wages and Industrial Relations Act No 18 of 1971.

4. MEETINGS

Meetings of the council shall be called at the request of either the employers or the union and shall be held in Freetown. Fourteen (14) days notice will be required for an ordinary meeting and three (3) days notice for an extra-ordinary meeting.

5. QUORUM

A quorum shall consist of not less than four (4) representatives of the employers and four (4) representative of the union.

RECORDING OF PROCEEDING OF MEETINGS

Recording of proceedings of meetings shall be prepared by the secretary, and shall not be circulated until jointly approved by the chairman and the Vice Chairman.

Agreement reached between the employers and the union shall be in writing and signed by at least four (4) authorized representatives of each side.

7. PRESS RELEASE

The employers and the union agree to conduct their joint negotiations in a spirit of mutual respect and good will and also not to publish or broadcast any information or comment on any matter discussed unless such communications have been jointly agreed.

8. FAILURE TO AGREE

If the council fails to reach an agreement on any matter as provided for in section 12 of the Regulations of wages and Industrial Relations Act No 18 of 1971, the council shall refer the dispute to the Minister for settlement as provided for in section 17 of the Act.

For and on Behalf of the
Fishing Companies

For and on Behalf of the
Union

Name:.....

Sign:.....

Position:.....

Costal Fishing Company

Henry Boigny

Henry Boigny

President

Name:.....

Sign:.....

Position:.....

Okey Agencies Ltd.

JAMES A. MAHOI

James A. Mahoi

Secretary General

Name:.....

Sign:.....

Position:.....

Sierra Fishing Company

MOHAMED KAMARA

Treasurer

Name:.....

Sign:.....

Position:.....

Omnipotent Fishing Company

HASSAN CONTEH

Vice President

For and on Behalf of the
Fishing Companies

For and on Behalf of the
Union

Name:.....

Sign.....

Position.....

Atlans Fishing Company
ABUBAKARR MANSARARY

.....
Union Rep. Murray Town

Name:..... *Lansang Kalls*

Sign:..... *Hobby*

Position:..... *Human Resource*

The Horse Fishing Company
MOHAMED KANU

.....
Union Rep. Mabella

Name:..... *Mohamed Kame*

Sign:..... *[Signature]*

Position:..... *P.R.O*

Union Fishing Company
ISSA FARTOMA

.....
Union Rep. Kissy Dockyard

Name:.....

Sign:.....

Position:.....

Aljan Fishing Company

.....
SHEKU SHERIFF

Union Rep. Jui, Hanga

Name:.....

Sign:.....

Position:.....

Sonhu Fishing Comapny

.....
ALFRED O. CONTEH
EXECUTIVE MEMBER

Name:.....

Sign:.....

Posotion:.....

Pentinsular Fishing Company

MOHAMED Y. KOROMA

.....
EXECUTIVE MEMBER

Name:.....

Sign:.....

Posotion:.....

Tima Fishing Comapny

Name:.....

Sign:.....

Posotion:.....

Mina Fishing Comapny

Name:.....

Sign:.....

Posotion:.....

Annsenkai Fishing Company

Name:.....

Sign:.....

Posotion:.....

Sonit Ltd. Sierra Leone

Sign:.....
VICTOR V. KAMARA
Chairman (FTGNC)

Sign:.....
JAMES A. MAHOI
SECRETARY (FTGNC)