

A Collective Agreement between Mining Companies and the United Mine Workers' Union of Sierra Leone

**TERMS AND CONDITIONS OF SERVICE FOR MINE WORKERS
BELOW SUPERVISORY LEVEL**

UNION PROPOSALS FOR NEGOTIATIONS

SEPTEMBER 2016

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ARTICLE 1 (ONE)

1. PREAMBLE

- 1.1. The Employers in the Mining Companies that are operating in Sierra Leone recognise the United Mine Workers' Union holding the Collective Bargaining Certificates (Bargaining Certificate No.1) issued by the Ministry of Employment, Labour and Social Security under the Regulation of the Wages and Industrial Relations Act 1971; as the sole negotiating body representing employees whose terms and condition are govern by this agreement as provided for in the regulation of Wages and Industrial Relations Act No 18 of December 1971, including non-substantive employees and contractors.
- 1.2. The purpose of this agreement is to maintain a harmonious and beneficial relationship between the Mining Companies operating in Sierra Leone and united mine workers union representing workers below supervisory level.
- 1.3. This agreement shall be known as the **"Mining trade group collectiveAgreement"** between Mining Companies (hereinafter referred to as the **"Companies"**) and United Mineworkers Union of Sierra Leone (hereinafter referred to as the **"Union"**) or collectively hereinafter referred to as the Parties.
- 1.4. The "Collective Agreement" contains terms and conditions of employment that govern employees below supervisory level and shall be incorporated in the relevant letters of appointment and or employee contractual agreements.
- 1.5. The Parties to this agreement share a desire to improve the quality and safety of employees and to promote the wellbeing and increased efficiency and efficacy of the same.
- 1.6. The Union recognises the right of the Companies to manage and run their operations in such a manner that will enable them to uphold and maintain law and order; promote health & safety and operate in an economically effective and efficient, prudent and viable manner and also in conformity with the Labour laws of Sierra Leone and the Collective Bargaining Agreement.
- 1.7. The Union recognises and agrees that membership of the Union is and shall be voluntary with no intimidation from management.
- 1.8. This agreement is established within the framework provided by The Regulation of Wages and Industrial Relations Act, 1971 and as will be amended from time to time and all subsequent legislations applicable in Sierra Leone.
- 1.9. This agreement shall apply to the substantive employees of mining Companies that operates in Sierra Leone.

ARTICLE 2 (TWO)

2. DURATION OF THE AGREEMENT

- 2.1. This document shall be effective from the 1st November 2016 and shall remain in force for a period of three years (3) or until a new Collective Service Bargaining Agreement is signed.
- 2.2. The Trade Group Council shall meet on the 14th September 2019 to negotiate terms and conditions for a new Collective Agreement which shall come into force immediately on the expiry of the current agreement on the 31st October 2016 or any other date as agreed by the Parties to the agreement.

ARTICLE 3 (THREE)

3. BETTER TERMS AND CONDITIONS OF EMPLOYMENT

- 3.1. Notwithstanding the terms and conditions set out in this agreement, employers who were already giving more favourable terms to their employees shall continue to do so.
- 3.2. In accordance with Section 15 of the Regulation of Wages and Industrial Relations Act No. 18 of 1971 the provisions of this agreement shall not prevent an Employer who is bound by this agreement from offering rates of pay and better terms and conditions of service better. Any such terms and conditions shall be made in consultation with the Union and a joint statement made in writing signed by management and the General Secretary of the Union.

ARTICLE 4 (FOUR)

4. CLARIFICATION AND DEFINITIONS

- 4.1. Throughout this document "he" may be read as "she" and "his" as "her".
- 4.2. The term Companies means 'Mining Companies' legally represented by either the Managing Directors, Chief Executive Officers, General Managers or their designates.
- 4.3. The term Union means "United Mine Workers Union of Sierra Leone" legally represented by the Secretary General or his authorized designee.

- 4.4. A Supervisor, for the purpose of this agreement, shall be an employed person having authority in the interest of the employer to recommend, hire, transfer, suspension, lay-off, recall, promotion, discharge, reward or discipline of other employees and having the responsibility to address their grievances; or effectively recommend such action if the exercise of such authority is not of merely routine nature.
- 4.5. A 'Service Year' means "The anniversary of the engagement or re-classification of a particular Employee".
- 4.6. The term "Mining Operations" operations carried out in the course of mining can be classed into two categories:
(i) Large scale mining operation; (ii) small scale mining operations. Large and Small Scale mining shall have the meaning given to it under section 1 of the Mines and Minerals Act No. 12 of 2009.
"large-scale mining" means the intentional mining of minerals in mechanised operations exceeding twenty meters in depth or involving the sinking of shafts, drilling of adits or other various underground opening exceeding twenty meters;

"small-scale mining" means the intentional winning of minerals in mechanised operations not exceeding twenty metres in depth or involving the sinking of shafts, driving of adits, or other various underground openings;

It is further defined as "intentionally to win minerals and includes any operations directly or indirectly necessary for or incidental to mining operations".

ARTICLE 5 (FIVE)

5. RIGHTS AND RESPONSIBILITIES OF THE COMPANY

- 5.1. The Union also recognises the right of the Companies to operate and manage their business in all respects, maintain order and efficiency. Without restricting the generality of the foregoing, the following are examples of the sole and exclusive rights of the Companies:
- a. to determine the number, location and types of its mining operations;
 - b. to determine the schedule of its mining operations;
 - c. to determine the methods used;
 - d. to determine the processes;
 - e. to determine their sources and
 - f. to determine employment procedure in mining operations.
- 5.2. The Companies also have the right to determine and alter from time to time rules and regulations observed by its employees, provided that such rules and regulations do not conflict with this agreement, or any employment laws and regulations.

- 5.3. The Companies accord, where possible, certain facilities for the normal working of the Union for the protection of its members' interests in matters concerning their remuneration, terms and conditions of employment, and in the presentation and representation of grievances at the appropriate stage.
- 5.4. The Companies favor participation by employees in Trade Union Education Programmes which, in the opinion of the Companies, are likely to contribute to the maintenance of harmonious relations between the Companies and the Union.
- 5.5. The Companies operate the "check off" in accordance with the terms set out in the Regulation of Wages and Industrial Relations Act. 1971, to enable Union members who wish to do so, to pay Union subscriptions by means of monthly deductions from their wages/salaries and which are then remitted directly to the bank account of the Union.
- 5.6. The deduction of monthly contributions will be dependent on the employees voluntarily signing a check-off form previously agreed upon between the Companies and the Union.

ARTICLE 6 (SIX)

6. RIGHTS AND RESPONSIBILITIES OF THE UNION

Subject to Article 1.1, the United Mineworkers Union has the following rights and responsibilities:

- 6.1. To represent Union members within the established bargaining unit;
- 6.2. Negotiate and hold consultative discussions as established by the Mining Trade Group Negotiating Council;
- 6.3. Make representation on questions of interpretation of the Companies/Union Agreement and the Industrial Relations Act. 1971.
- 6.4. Assist with the implementation of this agreement and to represent the employees covered under this agreement within the established bargaining unit, and the smooth running of the workforce in the company.
- 6.5. Earnestly assist with implementation of this agreement and Regulations published from time to time in the interest of safety of life and property

- 6.6. Endeavour to contribute towards the assurance of continuous progress in operations, constant service and to make effort to educate all Company employees to accept industrial and collective responsibility;
- 6.7. Endeavour to explore avenues to promote the welfare of its members and to improve their standard of living.
- 6.8. It is agreed that neither the shop stewards of the Union or Company' employees shall engage in any Union activity in Company's time or at places of work without prior written permission of the Company.
- 6.9. The Union shall represent the interest of its members to the Companies when hardship or other adverse circumstances affecting members are foreseen.
- 6.10. The Union shall recognise that all employees below supervisory level as voluntary members of the Union, subject to provisions of this agreement and the Regulation of Wages and Industrial Relations Act of 1971.
- 6.11. The Union shall liaise with the Human Resource Department of the various Companies on any issue that may directly affect the Company and or the Union branch officials.

ARTICLE 7 (SEVEN)

7. UNION MEETINGS

- 7.1. When the Union wishes to hold meetings of its members within the Company' premises, the Union shall give management of the Company forty eight (48) hours' written notice of its intention to visit site on each session and will require the consent of the Company on each and every occasion.
- 7.2. Meetings shall be held outside the Company's working hours or shift working hours and any such meetings shall not interfere with the working hours of the workforce.
- 7.3. When the Union finds it necessary for certain Trade Union Officials (limited to 2 delegates or Officials) to attend Executive Council meetings and delegates conferences, the Secretary General shall inform the Company's' management to release the elected members of the Union to be absent from duty with full pay. The Company may at their sole discretion refuse to release such employees to attend such meetings on the grounds of business needs.
- 7.4. Where the Union wishes to convene an Executive meeting during working hours, prior permission from the Company must be obtained so that the executive members concerned may be released for that purpose.

- 7.5. Notwithstanding clause 7.4 above the Company may; at its sole discretion refuse to release such employee subject to business needs.

ARTICLE 8 (EIGHT)

8. CATEGORIES OF EMPLOYEES

- 8.1. Substantive Employees are employed to fill permanent vacancies in the Establishment.
- 8.2. Non-substantive employees are those employed for a specific period not exceeding three months. If the duration of the job or work exceeds six (6) months the employee shall be automatically transferred to a substantive category up to the end of that work for which he or she was employed.
- 8.3. Short-term contract employees are those employed to carry out a specific task or contract as opposed to substantive employees for whom there is an ongoing role. These employees will be employed on a fixed term contract and their employment will cease at the end of the fixed term. However, medical facilities will be made available for non-substantive employees whilst in employment.

ARTICLE 9 (NINE)

9. DISCRIMINATION

- 9.1. The Companies are equal opportunity employers and agree with the Union that there shall be no discrimination or victimization by either party or its members or representatives, against Companies' employees because of their legitimate activities or membership of the Union or because of their race colour, religion, tribe, gender and political affiliations.

ARTICLE 10 (TEN)

10. CONDITIONS OF ENGAGEMENT

- 10.1. New engagements:
- a. all daily and monthly rated employees employed by the Company, shall be engaged in accordance with the terms of this Collective Agreement and the Labour Laws of Sierra Leone,

- b. employment with the Companies is subject to the applicant completing interviews or aptitude tests or any other acceptable methodology (oral, written tests, psychological etc.) used by the Company to determine the applicant's suitability,
- c. in addition to the foregoing, the employment of vehicle or earthmoving drivers or operators are subject to the passing of the Companies' driving test and must be in possession of the correct classified driver's license issues by the Sierra Leone Road Transport Authority, or any other statutory body having power to issue such licenses,
- d. in addition, any applicant for employment such as drivers or operators of specialized machinery or equipment must also pass the Company's test on the appropriate equipment or machinery, including, at the Company's discretion an operating test on such equipment,
- e. all prospective employees will be required to pass the Company's medical examination conducted by the Company's medical officer before engagement,
- f. employees are required to submit to the Company information and personal details required for employment and record purposes,
- g. during employment the employee is obligated to advise the Human Resource Department of the Company of any changes in his personal circumstances,
- h. during the course of his employment, the employee shall devote his time and ability to the service of the Employer,
- i. the employee is required to furnish the employer details of his National Social Security and Insurance Trust number

10.2. Probationary Period

- a. Subject to clause 10.2 (e), all employees covered under this agreement shall serve a probationary period of three (3) months. This probation may be extended for a further three months where required in consultation with the union.
- b. on completion of the probationary period, the employee and the employer will fill out a probationary performance document advising the employee of their status,
- c. If an employee completes the period of probation to the Company's satisfaction, the Company may offer the employee a permanent role within the Company. . Subject to Clause 10.2 (e), below, the Company may during

the probationary period deem the employee's performance unacceptable; the Company shall without terminate employment at their sole discretion without giving notice,

- d. subject to clause 10.2 (c) above, employee's engaged as apprentice or trainees for whom the probation period is longer than the normal 3 months; shall remain on probation to the end of the training period and be subjected to the same terms as provided for under clause 10.2 (c) above,
- e. either party during the probationary period and/or training (including learner ship periods) will terminate this agreement by giving one month's notice or pay one month salary in lieu of such notice aftergiving notice of non-performance during the probationary period.

10.3. Transfer

- a. Where the Company decides to transfer an employee from one mine to another mine or administrative site, a transfer notice shall be issued and a relocation allowance of Le. 500,000.00 (Five Hundred Thousand Leones) shall be given to the employee, if the transfer is in a radius greater than 70km from the Company's main operations area)
- b. if an employee is transferred from one section to another within the Company, the affected employee shall not be entitled to any allowance

10.4. Promotions

- a. Promotions shall be solely based on merit/performance review. The company reserves the right to set up its own promotion criteria.

10.5. Underground Mining

All activities relating to underground mining operations will be negotiated as side agreement between the Union and the respective Company.

ARTICLE 11 (ELEVEN)

11. WORKING HOURS

11.1. Hours of work

- a. except for shift workers and those workers on special schedules, the hours of work shall be forty-four hours a week and shall be as follows,

Monday to Friday	8 Hours
Saturday	4 Hours

If for operational demands workers are requested to work on Saturday, it shall be double timing for each hour worked as overtime.

11.2. Hours of work

- a. Shifts may be worked in variety of schedules. Shift work patterns will be agreed between the company and Union on an individual site basis,
- b. at changes of shift, duties shall be handed over at the work place and a shift worker shall not leave his job and place of work at the end of the shift until he is properly relieved, or until authorized by his supervisor to do so,
- c. watchman and security personnel are in a special category and their hours of duty are on a twelve hour basis per day, six days a week,
- d. When or where the operational requirements of the Company require changes in hours of work, the Company will inform the Union before such changes are implemented so that the Union will have the opportunity of making representation in the interest of its members.

ARTICLE 12 (TWELVE)

12. UNAUTHORISED ABSENCE FROM WORK

- 12.1. An employee should not absent himself from work without authorization unless a medical certificate is submitted from medical practitioner.
- 12.2. Failure to submit medical certificate may result in a disciplinary action.
- 12.3. If the outcome of the disciplinary procedures determines that the employee has a valid reason for his absence, the reason will be presented to management for all final decisions.
- 12.4. The employee shall not receive any pay for the days he is absent without permission or excuse. If the employee is absence without excuse continues for more than 10 (Ten) days, in consultation with the union, the contract of the employee shall be deemed terminated and days absent for shall be deducted from his or her End of Service Benefits.

ARTICLE 13 (THIRTEEN)

13. OVERTIME

- 13.1. Both the Company and the Union recognize the need to keep overtime to a minimum.
- 13.2. An employee shall not refuse to work overtime when a breakdown or essential repair work, accident or emergency necessitates overtime.
- 13.3. Overtime shall be paid to employees for work in excess of the standard hours set out in article 11.1, except for watchmen.
- 13.4. Authorized overtime is payable to employees not on rotational shift as follows:

Monday to Saturday	Hourly rate x 1.5
Sundays & Paid Public Holidays	Hourly rate x 2

- 13.5. Authorized overtime is payable to directly employed security personnel & watchmen as follows:

For work in excess of 12 hours respectively in any one day	Hourly rate x 1.5
For work done on rest days	Hourly rate x 2
Paid Public Holidays	Hourly rate x 2

- 13.6. Authorized Overtime is payable to those on rotational shift as follows:

	Normal shift rotation working days	Hourly rate x 1.5
	For work done on rest days	Hourly rate x 2
	Paid Public Holidays	Hourly rate x 2

- 13.7. Time worked as overtime shall not be subjected to shift differential payments.
- 13.8. Overtime is payable only to daily rated employees and is calculated on an hourly basis, the daily rate for the job being divided by eight (8).
- 13.9. The salaries for monthly rated employees are calculated to include an element for overtime work in excess of the normal working week of Forty-four (44) hours. Overtime is paid to monthly rated employees at a rate as per paragraph 13.4 above of their basic salary.

- 13.10. All overtime is paid out in the monthly payment cycle up to the time that the books close for the month.

ARTICLE 14 (FOURTEEN)

14. ALLOWANCE AND SUNDRY PAYMENTS

14.1. Shift Allowances

- a. Shift allowances for rotational shifts shall be 15% of basic monthly salary. For all other shifts, the shift allowance shall be agreed between the Union and individual Companies.

14.2. Over Night Allowances/out of station

- a. If the employee's work requires him to spend the night(s) away from his residence at the official point of employment, the employees shall receive an overnight allowance to be agreed between the Union and management.

14.2 Perdiem allowance/out of station allowance

- a. Perdiem allowance should be paid to employees who are taken away from their work station. Employers and the Union shall meet and discuss in a side agreement.

14.3. Other Allowance

- a. All other allowances should be discussed between the Union and the individual Companies and implemented under a side agreement signed by both parties.

14.4. Perdiem allowance/out of station allowance

ARTICLE 15 (FIFTEEN)

15. LEAVE

- 15.1. Employees covered by this agreement shall be entitled to annual leave with corresponding leave allowances on completion of twelve (12) months continuous service with the same employer and shall thereafter be entitled to such annual leave once in each year.

- 15.2. The employee leave allowance are as follows;

1-3 years' service	21 working days per year
Over 3- 6 years' service	26 working days per year
Over 6 – 10 years	31working days per year

Over 10-15 years' service	36 working days per year
16 years and over	38 working days per year

- 15.3. Any gazetted public holiday falling on normal working day during the leave period shall be an additional day's leave with full pay.
- 15.4. An employee shall be granted travelling time of two days in addition to leave days to cover travelling time and shall not be included in the computation of leave entitlement.
- 15.5. Notwithstanding the foregoing, Companies reserve the right to recall any staff from leave. If recalled, the staff shall be entitled to use the unused portion of the leave subsequently during the course of the year. Staff should indicate a contact address during vacation leave.
- 15.6. All leave must be taken during the calendar year; no leave shall be carried forward to the next calendar year. Leave not taken as a result of exigencies of work shall not be forfeited but will be either utilised at a later date within the year or be paid by the company. An employee requesting a shifting of leave days should be reasonably considered by management.
- a. The Company reserves the right to send employees on leave, where leave has been accumulated.
- 15.7. Leave Allowance;
- It is agreed that leave allowance of the equivalent of 8% of an employee's annual basic salary shall be paid to all employees before proceeding on annual leave.
- 15.8. Maternity Leave
- a. Where a female employee becomes pregnant after completing one calendar year of service with the employer and applies for maternity leave, she shall be granted three (3) months maternity leave with full pay. The employee shall be required to produce a medical certificate signed by a medical practitioner stating the appropriate date of confinement. In the event further maternity leave is required the extension will be agreed between the employee and management.
- b. How Maternity Leave is taken is subject to an Agreement between the Company and the employee. The granting of Maternity Leave to employees

who have not completed a year's service is at the sole discretion of the Company.

15.9. Urgent Personal Affair ("UPA") & Compassionate Leave

15.10. UPA leave may be granted to personal affairs of an urgent and serious nature.

15.11. UPA leave is offset against any annual leave due to the employee.

15.12. After one year of service and in the event of the death of a spouse or a child registered with the company, an employee will be granted a maximum of five (5) days off compassionate leave with pay and any additional days, if granted shall be without pay. Apart from this, any other request will be without pay or will be deducted from the employee's annual leave.

15.13. The granting of leave within the unqualified period of one year will be the sole discretion of the Company, and if so granted, will be without pay.

ARTICLE 16 (SIXTEEN)

16. SICKNESS AND WORK PLACE ACCIDENT

16.1. In the event of an employee being absent from work due to illness and/or work place injury as authenticated and approved by the Company's doctor, he shall be paid as follows:

Excused duty:

- a. for the first twenty three (23) days – full pay and all allowances due as well as full medical treatment.
- b. For the next two (2) months and up to (3) months – 50% of pay, all allowances as well as full medical treatment.
- c. In excess of two(2) months excused duty, the company will instruct its medical doctor or any qualified medical practitioner recommended by the company in consultation with the union to assess the employee's state of health and ascertain whether the employee will be fit to return to work,
- d. In the event an employee cannot return to work, having been certified by the company's doctor and approved by the medical board that he or she is unfit to return to work; his employment contract will be terminated on the grounds of ill health.
- e. All benefits owned by the employee will be paid up to date of invalidation.

- f. All medical treatment costs including operations will be paid by the company. Subject to the approval of the company Doctor.
- g. The party to the agreement recognise that some mining companies do operate medical insurance scheme in which case the employers and the Union will consult together to improve on the existing scheme where it becomes necessary.

ARTICLE 17 (SEVENTEEN)

17. PAID PUBLIC HOLIDAYS

- 17.1. Ten paid Public Holidays are observed as follows:
 - a. Christmas Day; Boxing Day; New Year's Day; Good Friday; Easter Monday; Eid-UI-Fitri; Eid-UI-Adah; Feast of Moulid-ul-Nabi; Independence Day, Armed Forces Day, Women's day and Labour day. The above does not preclude any other public holiday declared by the Government of The Republic of Sierra Leone.
- 17.2. Double time would be paid to employees who work on public holidays.

ARTICLE 18 (EIGHTEEN)

18. OPERATION OF WAGES AND SALARY STRUCTURE

18.1 Salary increase of 15% on all current basic salaries awarded to all employees below supervisory level in the mining industry over 36 months period. Companies are required to implement such increase commencing 1st January 2017 with a breakdown as follows:

- a. 10% increase on or before 1st January 2017
- b. 5% increase before 1st April 2017

18.2. Payday for all categories of workers shall be the last working day of each month.

18.3. The parties to this agreement may after fifteen (15) months of this agreement coming into force give one month notice in writing for the review of wages/salaries only of employees. Any award agreed between the parties shall be effective on the date agreed by the parties.

ARTICLE 19 (NINETEEN)

19. ESSENTIAL SERVICES

- 19.1. The under mentioned classes of employees who are considered to be employees on essential services shall neither be called out on strike, nor take part in one:
- a. members of the security force or watchmen,
 - b. medical staff at all grades,
 - c. powerhouse Personnel,
 - d. pump and Hoisting Operating Personnel,
 - e. fuel Pump Operators
 - f. Kitchen staff
- 19.2. If an employee listed as essential services goes on strike, he shall be subjected to disciplinary action. Each of the provisions of the foregoing articles in the section above shall survive beyond the expiration, termination or cancellation of this agreement

ARTICLE 20 (TWENTY)

20. INDUSTRIAL DISPUTE

- 20.1. It is agreed by the Company and the Union that the maintenance of a courteous and civil atmosphere with mutual respect is essential during all discussions or negotiations between the parties accordingly.
- 20.2. No negotiations shall take place between the Company and the Union while workers are on an illegal strike.
- 20.3. The Company will endeavour to avoid situations likely to bring about industrial action.
- 20.4. The Company and the Union agree that there will be no illegal strike, stoppage "go-slow" or "slowdown", "refusal" to perform work" or other interference with

work and operations, no picketing or refusal to enter upon the Company premises, for any account, in connection with grievance or dispute.

- 20.5. The Union undertakes that it will take all necessary measures within its power to prevent strike, walkout, stoppages, or slowdowns of work or any interference by its members with the Company's operations within the terms and conditions of this agreement. If such strikes, walkouts, stoppages or slowdown or other interference with the Company's operation take place, the Union will take immediate steps to bring about a resumption of normal work. Participation by any employee in any of the prohibited activities will be just cause for disciplinary action, including termination of employment.
- 20.6. Should the Union, however, support a desire to strike, the Union undertakes and agrees to make effort in good faith to cooperate with the Company in preventing loss or damage to or destruction of the Company's plant, equipment, property or works in progress. The effort in good faith and cooperation of the Union as used in this provision shall be deemed to mean total compliance with the law and terms and conditions of this agreement.
- 20.7. In cases where the Union supports a strike, it will give a twenty one working (21) days written notice to the Company. However, this should be exceptional circumstances when all negotiations have failed.

ARTICLE 21 (TWENTY ONE)

21. HEALTH AND SAFETY

- 21.1. Such safety devices and equipment as may be reasonably necessary to protect employees shall be made available by the Company.
- 21.2. The Company agrees to provide Personal Protective Equipment (PPE) to each employee of the Company
- 21.3. PPE will be issued every year. It is a requirement that the appropriate PPE must be worn at all times in the work place.
- 21.4. Employees are personally accountable for all safety equipment, protective equipment, and clothing, tools or other items which are issued to them by the Company.
- 21.5. No employee shall improperly remove, tamper, damage or alter any Company property and/or device intended for the safety from any premises or place of operation without the authorization from the Company.

- 21.6. The Company and the Union will cooperate in attaining and maintaining the best practicable safety and sanitary conditions in the plant and at the shafts.
- 21.7. The Company seeks and will give due consideration to safety suggestions submitted by employees and union representatives with the object of cooperation in the reduction of hazards to safety and the prevention of accidents.
- 21.8. The Company agrees to involve the Union in safety inspections and safety meetings at the shift and work levels.
- 21.9. An employee shall use his personal experience, skill and judgement in the course of work to prevent and/or reduce the incidence of accident either to him or others.
- 21.10. An employee shall report any unsafe conditions to the supervisor of the operating area or to any supervisor or the officer responsible for safety
- 21.11. An employee shall be responsible for learning and knowing about the hazards to safety in his work and work area and for knowing in particular the safety rules and regulations which apply to his area, as well as those for the plant in general.
- 21.12. An employee who fails to obey safety instructions, rules and regulations or fails to use safety devices or equipment as instructed shall be appropriately disciplined.
- 21.13. The Company has agreed not to recover old rain coats, safety boots and rain boots from the employees.
- 21.14. The employee will have to wear at work the latest safety issue of safety equipment. In order to ensure that this is done, the old rain coats and boots will have to be presented at the time of renewal so that they are marked.
- 21.15. Employees who fail to present their old supplies for marking at the time of renewal will be charged the full cost when new supplies are issued to them.
- 21.16. Employees who, however, leave the Company for whatever reason, twelve (12) months after the date of issue will retain clothes and boots.
- 21.17. Employees who, however, leave the Company for whatever reason less than twelve (12) months after the date of issue will have to return all supplies issued to him.
- 21.18. The safe keeping of Company's safety equipment issued to the employee for his own safety in the workplace is the sole responsibility of the employee

- 21.19. The company will provide the services of expert medical doctors to check, screen employees for all issues of radiation, exposure to toxic materials, fumes etc. within the year and will provide full and proper medical treatment for all employees affected together with names of employees. In addition, the employer will provide a full list of employees undergoing the test to the Union.

ARTICLE 22 (TWENTY TWO)

22. MEDICAL TREATMENT

- 22.1. The Company will provide medical insurance to its employees, to include one spouse plus four children below the age of 18 for non-industrial medical cases. Proof of marriage certificate shall be required as well as birth certificate of children in question.
- 22.2. Where an employee refuse or fail to follow the prescribed treatment, or choose to undergo any treatment other than that prescribed by the Company's Doctor, without any reasonable justification, any claim for disability or protracted illness shall not be entertained.
- 22.3. The Company's clinic shall be reserved for illness. This facility should not be misused by employees, if found wanting some form of disciplinary action will be taken against such employee in consultation with the Union.
- 22.4. Free eye and dental treatments are offered by the Company which include the supply of glasses or spectacles if recommended by the company doctor.
- 22.5. An ambulance or other transport will only be made available in cases of emergency where an employee and/or dependants is incapacitated or too ill to go to the Company's Clinic unassisted.
- 22.6. HIV/AIDS
- 22.7.1 The Company and Union agree that there should be no discrimination against affected workers. The Company will work with the Union to support affected employees to seek proper medical treatment from the Ministry of Health, the National Aids Secretariat and other agencies established by the Government.
- 22.7.2 The Company in collaboration with the Union and the National Aids Secretariat will organize awareness and sensitization meetings, workshops, seminars for

23. DISCIPLINARY PROCEDURE

- 23.1. Disciplinary procedure will be applied for employees who fail to conform or adhere to the Company's stipulated policies and procedures. All correspondence relating to discipline – for example queries, warning letter, suspension, termination and dismissal shall be dealt with by the personnel manager and the union in collaboration with the head or designated personnel within the unit of the employee being disciplined. All letters for dismissal have to be signed by the General Manager or his authorized designee.
- 23.2. The Company can terminate the services of a worker who has been given first, second and third Warning Letters.
- 23.3. Each company shall develop and implement its own schedule of offences

ARTICLE 24 (TWENTY FOUR)

24. TERMINATION/NOTICE

- 24.1. In the case of termination, the employee or Company shall give one month's notice in writing to the employee or one month's salary in lieu of such notice in addition to terminal benefits. The employee will give the company one month's notice in writing.
- 24.2. Absence from location of employment for a period exceeding ten (10) consecutive working days without permission or valid explanation such an absence will be considered as having abandoned the position and service terminated in consultation with the Union as at the last day he reported for duty.

ARTICLE 25 (TWENTY FIVE)

25. SUMMARY DISMISSAL

- 25.1. The Company reserves the right to summarily dismiss an employee found guilty of committing a serious breach of Company's Rules and Regulations. Employees dismissed on such grounds will not be entitled to any benefits including the End of Service Benefits as stipulated in this agreement
- 25.2. Dismissal shall be effected by the employer without notice after thorough investigation by the employer and the Union representative or at any time if the worker is guilty of serious misconduct or of any serious breach in the observance of the employer's safety regulation.
- 25.3. The following are classified as major offences for which employees may be liable for dismissal;

dismissed on such grounds will not be entitled to any benefits including the End of Service Benefits as stipulated in this agreement

- 25.2. Dismissal shall be effected by the employer without notice after thorough investigation by the employer and the Union representative or at any time if the worker is guilty of serious misconduct or of any serious breach in the observance of the employer's safety regulation.
- 25.3. The following are classified as major offences for which employees may be liable for dismissal;
- a. falsification or unlawful concealment, removal mutilation, alteration or destruction of any document or records or concealment of material facts by wilful omission from documents or records,
 - b. gross insubordination or negligence in the performance of assigned duties,
 - c. accepting or offering bribes or other acts of dishonesty that is tantamount to corruption,
 - d. fraud, stealing or embezzlement, causing wilful damage to company property or acts of dishonesty, and vandalism or any other criminal action that contravenes the laws of Sierra Leone,
 - e. conviction by a court of law for any criminal offence particularly involving fraud dishonesty or moral turpitude,
 - f. fighting or striking a fellow employee within the confines of any recognised place of work of the company,
 - g. refusal to undergo medical examination and treatment as prescribed by the company's medical doctor when required to do so by the company,
 - h. unauthorised use of the companies seal, name, stamp, logo or letter head or any property or facilities provided by the company for some purposed not connected with official duties,
 - i. committing any act of harassment, indecency or immorality on the premises of the company,
 - j. possession of narcotics on the company premises,
 - k. conducts calculated to serious injure the company's business,
 - l. knowingly and deliberately concealing from the company infectious or contagious disease,
 - m. gambling on the company premises during working hours

25.4. Alcohol and illegal drugs

- 25.4.1 There shall be zero tolerance for the use of illegal drugs and alcohol. Any employee who tests positive for illegal drugs or alcohol shall be terminated in consultation with the union depending on the seriousness and other factors which shall be considered.
- 25.4.2 Notwithstanding the above, the Company in consultation with the Union may suspend a first time offender for a stipulated period of not more than four (4) weeks without pay.
- 25.4.3 Sensitization and counselling programme shall be organised for first time offenders on their return to work from their suspension.
- 25.4.4 Where an employee test positive for alcohol or illegal drug after the sensitization and counselling programme the employee shall be summarily dismissed.
- 25.4.5 Companies will place self-testing Breathalysers at various sites within the company for employees to be able to carry out voluntary tests.

ARTICLE26 (TWENTY SIX)

26. END OF SERVICE BENEFIT

- 26.1 When an employee, having served continuously with the Company for a period of one year, and has their contract/service terminated, declared redundant, or has resigned his appointment, or dies in active service he shall be entitled to End of Service Benefits in accordance with the following schedules:

Years of Service	No. of Working Days for each Year of Service
1 – 2 years	22 days
2 – 4 years	28 days
4 - 6 years	33 days
6 – 8 years	40 days
8+ years	48 days

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

- 26.3 Receipt of End of Service Benefit payment shall remove any obligation of the Company to provide future employment; however the company may consider such a person for future vacancies.
- 26.4 If he is re-employed as in paragraph 26.1 above, he shall be seen to be a new employee, whose service for purpose of seniority etc., shall run as from the date of engagement.
- 26.5 The formula for calculating End of Service Benefits is as follows:

Basic Salary multiplied by No. of Year worked multiplied by No. of Days for each Year of Service Divided by Twenty Two

Example: Le. 1,100,000 x 4 years x 32 days

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ARTICLE 27 (TWENTY SEVEN)

27. GRIEVANCE PROCEDURE

The Intention of the parties here is to establish the means for prompt and amicable settlement and disposal of all complaints arising out of the application or interpretations of the terms of this Agreement. Should difference arise between the employee and his/her employer as to the interpretation of or compliance with or application of the provisions of this Agreement, an earnest effort shall be made to settle such matters in accordance with the following proceedings.

- 27.1 Attempt shall be made by the employee together with the shop steward to discuss the grievance verbally with his immediate supervisor. This should be done as soon as possible after the cause for the grievance has been established. Should the immediate Supervisor be unable to settle the grievance satisfactorily, then the shop steward shall discuss the grievance with the Departmental Head within the shortest possible time.
- 27.2 The Departmental Head with the head shop steward shall attempt to dispose of the grievance. If they are unable to do so satisfactorily with three (3) working days, the matter shall be formally reported in writing to the Manager of personnel affairs.
- 27.3 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

- 27.4 Should the grievance not be settled satisfactorily by the Manager in charge of personnel affairs within five (5) working days from the date he received such grievances, the matter shall be referred to the Head of the Establishment, who shall schedule a hearing to be conducted within five (5) working days from the date the grievance is received by him/her.
- 27.5 In the event of failure to reactive to the matter at 27.4, either party may request the Commissioner of Labour to act as Conciliator in the dispute.
- 27.6 Notwithstanding the above, grievance of a very serious nature could be taken up by the Union Secretary General direct with Management and vice versa. The existence of this grievance procedure shall not prevent either party to the Agreement from initiating formal exchange of views between employer and Union on matters of mutual interest whether or not these matters are covered by the provisions of this Agreement.
- 27.7 If after such conciliating by the Ministry of Labour and Social Security the Parties still cannot agree, the issue shall be dealt with in accordance with Section 7 of Act No. 18 of 1971 (Regulation of Wages and Industrial Relations Act).

ARTICLE 28(TWENTY EIGHT)

28. REDUNDANCY

- 28.1. Definition: The involuntary loss of employment through no fault of the employee by reason that:
- a. the employing company ceased, or intends to cease their business or any parts thereof in the place where the employee was employed,
 - b. the non-renewal of any business or operation license from the Government of the Republic of Sierra Leone,
 - c. the requirements of the business for employees to carry out work of a particular kind in the place where they were employed, have ceased or diminished or are expected to cease or diminish,
 - d. a change in the method of operation or administration of the Company or any parts thereof, resulting in a reduction of the workforce requirements or a

change in the type of skill, qualification or experience which an employee must possess to perform the duties required of him,

- e. Any change implemented in order to ensure the economic viability of the Company or any parts thereof.

28.2. Procedures:

The following basic procedures will be followed:

- a. in the event that a decision is made by the Company that a reduction of the labour force is required, it would inform the Branch Executive of the Union at least thirty (30) days before the date that the employee reduction takes effect,
- b. the Company will decide who shall be declared redundant, where skill and ability are equal, the principle of "last in first out" shall apply,
- c. A list with the names of affected employees shall be submitted one week before the redundancy takes effect. This will provide the Company and the Union time for discussion and/or other considerations.

28.3. Redundancy Pay:

- a. In the event that an employee is made redundant, he shall receive sixty days (60 days) redundancy pay in lieu of notice and with an end of service benefits as provided for in Article 26.1 above in addition to redundancy provided for below. The employees will receive all entitlements including leave entitlements,
- b. notwithstanding any conditions as reflected in Article 26 above; in the event that any legislation is introduced that provides statutory benefits of similar nature for redundancy pay, the Company scheme shall be adjusted to accommodate the changes,
- c. receipt of redundancy payment shall remove any obligation of the Company to provide future employment; however, the Company may consider such a person for future vacancies,
- d. in the event that an employee is made redundant he or she will receive redundancy pay in accordance with the following schedule:

Years of service	Total Redundancy payment due for each completed year of service

1 – 2 years	23 days
Over 2 – 4 years	29 days
Over 4 – 6 years	34 days
Over 6 – 8 years	41 days
8 +	49 days

The formula for calculating redundancy pay is as follows:

Basic Salary multiplied by No. of Year worked multiplied by No. of Days for each Year of Service Divided by Twenty Two in the C B A

Example: Le. 1,100,000 x 4 years x 34 days

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ARTICLE 29 (TWENTY NINE)

29. RETIREMENT

- 29.1. Retirement from the Company's service is at the age of 60 years. The age of every employee is taken as that stated and entered on his record of service at the time of engagement. In all cases where the age is not stated on the employee's record and age is in dispute, the Company's opinion shall be final on the basis of information obtain from social security numbers from NASSIT.
- 29.2. Notwithstanding these conditions, the General Manager, may in his discretion permit an employee to remain in service up to the age of sixty five (65) years, subject to the Company's medical officer confirming that the employee is fit to continue his normal duties. Any extension is entirely at the discretion of the Management and should be treated as post retirement contract.
- 29.3. In all cases of pending retirement on grounds of age, not less than six (6) months written notice is given to the employee. In the event that a written notice is not given to the employee 6 months' salary shall be paid in lieu of such notice.
- 29.4. Employees who seem to be unfit for work and close to retirement age shall be referred to the Company's medical officer whose advice as to the employee's continued employment shall be final.

ARTICLE 30 (THIRTY)

30. DISABILITY, ACCIDENTS AND DEATH

- 30.1. When and where safety and security rules have been complied with and an employee is involved in an accident on duty with injury, the company shall bear 100% of medical and other costs for a maximum of one (1) year from the date of the accident. At the expiration of the 1 year, the medical board shall determine the suitability of the employee to return to work or not and recommend action therein.
- 30.2. Notwithstanding the above the provisions of the Workmen's' Compensation Act (CAP 219 of the Laws of Sierra Leone 1960 (as amended) will apply if not catered for above.
- 30.3. Companies should ensure that they take Group Life insurance for all their employees.

ARTICLE 31 (THIRTY ONE)

31. GAMES AND SPORTS

- 31.1. The Company agrees to provide facilities for Company approved and organized social activities such as football games and athletics.

ARTICLE 32 (THIRTY TWO)

32. CANTEEN FACILITIES

- 32.1. Workers Canteen
 - a. The Companies shall provide canteen facilities for the employees and that management and the union shall constitute an oversight committee in the general operation of the canteen.

ARTICLE 33 (THIRTY THREE)

33. FUNERAL CONTRIBUTION

33.1. Funeral contributions payable to the next of kin of an employee who dies in active service shall be agreed between the Union and each Company and will be reduced in writing in a side agreement to be signed by both Parties.

33.2. Transport will be given or hired by the company to convey disease to home of record in Sierra Leone.

The company will provide one piece satin for Muslim or coffin for Christian burial

Aside agreement will be reached between the Union and the company to determine immediate cash amount to organize the funeral arrangements.

ARTICLE 34(THIRTY FOUR)

34. CERTIFICATE OF SERVICE

34.1. Certificate of Service shall be given to employees on severance showing duration of engagement, designation and last salary paid. No other information shall be given in respect of the employee except requested by the new employer.

ARTICLE 35 (THIRTY FIVE)

35. TOXIC AND DANGEROUS CHEMICALS

35.1. Employees required to handle dangerous chemicals, cement, sawdust etc. shall be medically examined once every six (6) months by a Medical Doctor nominated by the Employer at the Employers expense and treated if necessary.
The Union will be involved at every stage of the examination.

a. Examples –Acetylene liquid, Acid (except acetic, citric or tartaric) Explosives of all kinds naplithalene Sulphur

ARTICLE 36 (THIRTY SIX)

36. HANDICAPPED WORKERS

- 36.1. 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 Employer to give the handicapped worker a suitable employment after all claims in accordance with the Workmen's Compensation Act CAP 219 of the Laws of Sierra Leone (as amended).

ARTICLE 37 (THIRTY SEVEN)

37. STUDY LEAVE

- 37.1. Employees who are desirous of gaining professional /technical qualifications for jobs offered by their employers shall on application be granted study leave with or without pay.
- 37.2. The Employer should grant study leave to employees to study and obtain the required qualification to fill higher position in the employment. The employer shall guarantee reemployment of such employees on completion of his study to posts befitting his qualifications.

ARTICLE 38 (THIRTY EIGHT)

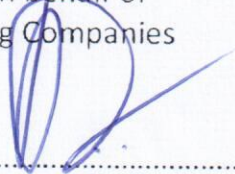
38. PAY SLIP

- 38.1. Employers agree to issue payslips to employees at the end of the month showing their salaries with all deductions made on their income.

39.1 Safety and Production Bonus

This will form the basis of a side agreement between the Union and the Companies

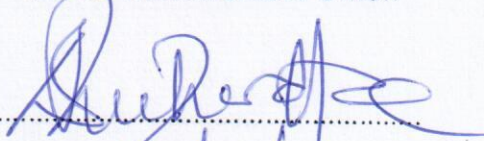
For: on behalf of
Mining Companies



Date:

4/11/16

For: on behalf of
United Mineworkers Union



Date:

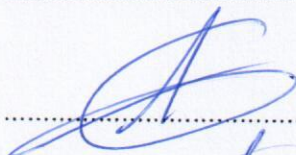
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Mining Companies

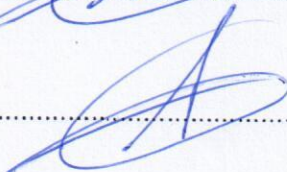
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Koidu Limited

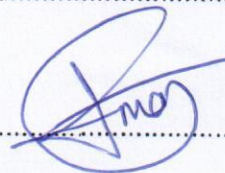


Tonguma Limited



Tonkolili Iron Ore (SL) Ltd

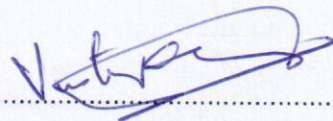
African Rail and port Service (SL) Ltd(TIOSL/ARP/SL)



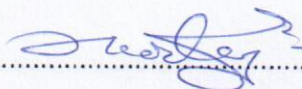
Sierra Mineral
Holding Ltd / Vimetco



P W Mining

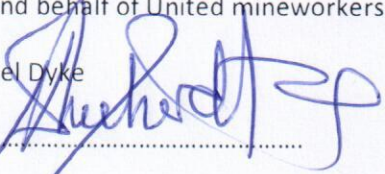


B C M International Ltd



For and behalf of United mineworkers Union

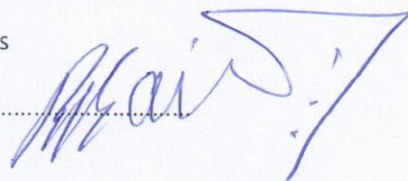
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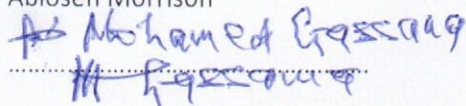
Secretary General

United Mineworkers Union

Witness



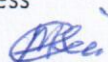
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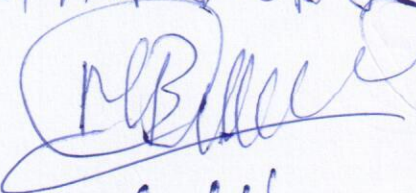


National President

United Mineworkers Union

Witness



CHAIRMAN

04/11/16.