**A BILL ENTITLED**

**PART I – PRELIMINARY**

**SHORT TITLE. EMPLOYMENT BILL, 2022**

Being an act to repeal the Employers and Employed (Amendment) Act, Cap. 212 of 1962, the Registration of Employees Act, 1947 Cap. 213, the African Labourers short title (Employment at Sea) Act, 1937, Cap. 214; the Recruitment of Employees 1941 Cap. 216; the Employers and Employed Act, 1935 Cap. 212 and Section 8(h) of the Chiefdom Councils Act, Cap. 61.

**PART II – INTERPRETATION 1.** In this Act unless the context otherwise requires-

**“apprentice”** means any person above the age of fourteen years under training at a workplace with an employer or craftsman to acquire knowledge and skill, art or trade within the period specified for the training;

**“authorised officer”** means the Commissioner of Labour or any other officer acting on his behalf and appointed by the Public Service Commission for carrying into effect the provisions of this Act;

**“award”** means a judgment or decision by the Court;

**“business”** means any trade, undertaking, operation and establishment, whether corporate, public or private;

“**casual worker”** means a worker contracted to work for a limited period of up to six months and such work shall not include those normally performed by regular workers in any business undertaking;

**“Check-off”** means the system of deducting union dues from the wages or salary of a worker by an employer;

**“commissioner of labour”** means an officer appointed by the Public Service Commission for carrying into effect the Provisions of this Act;

**“compensation”** means compensation as provided for by this Act;

**“congress”** means the Sierra Leone Labour Congress being the most representative organisation of workers;

**“contract of employment or service”** means any contract or agreement containing the conditions and terms of employment or service, whether written or oral, whether expressed or implied, individually or collectively, for a definite or indefinite period, whereby a worker agrees in return for wages or other remunerations to work for an employer or employing organization or institution or business establishment, including a contract of apprenticeship, in the public or private sector;

**“court”** means the Industrial Court or a court of competent jurisdiction;

**“disciplinary code”** means the code set out in the schedule of this Act;

**“discrimination”** includes any distinction, exclusion or preference made on the basis of colour, disability, political opinion, national extraction, marriage, pregnancy and maternity, race, religion or belief, sexuality, or membership to a trade union, organization, or social origin, or has the effect of nullifying or impairing equality of opportunity or treatment in employment and occupation;

**“earnings”** include wages and any allowances in respect of increase in cost of living paid to the worker by the employer and the value of any food, fuel, or accommodation and any overtime payment or other special remuneration or benefit in kind;

**“employer”** means any person or group of persons including a government, any firm, corporation or company, a public or local authority, a partnership or business, or any other entity whatsoever for whom one or more workers work or have worked or normally work under a contract of employment and includes any person, heirs, successors or assignees, or any firm, corporation, company, authority or body who is placed in authority over all other workers employed by such person or group of persons, firm, company, corporation, or authority;

**“employers’ organisation”** means an organisation of employers that has among its principal objects the regulation of collective relations between employers and workers;

**“employment and occupation”** include access to vocational training, access to employment and to particular occupations and terms and conditions of employment;

**“environment”** means any working environment or premises in which work is done by a worker;

**“equal remuneration”** means rates of remuneration established without

discrimination based on sex;

**“federation”** means the Sierra Leone Employers’ Federation being the most representative organisation of employers;

**“forced or compulsory labour”** means all work or service which is performed by any person under the menace of any penalty and for which the said person has not offered himself voluntarily or situations in which a person is coerced to work through the use of violence or intimidation, or by a means, such as debt bondage, retention of identity papers or threats of denunciation to immigration authorities.

**“health” in relation to work**  means not merely the absence of disease or infirmity ,but it also includes the physical and mental elements affecting health which are directly related to safety and hygiene at work;

**“industrial action”** means any concerted withdrawal of labour or restriction upon the availability or quantity of labour on the part of workers, and any lock-out by which one or more employers deny work and wages to workers. Such conducts shall not cease to constitute industrial action by reason only of the fact that the contract of employment expressly or impliedly permits such industrial action**;**

**“industrial court”** means an independent judicial body established by law to adjudicate disputes between employers and workers over employment rights and industrial disputes;

**“internship”** means a programme or period of work experience offered by a firm, corporation, company, organisation or government to help students and graduates gain relevant skills and experience in a particular field of work or trade or to satisfy a requirement for a qualification;

**“intern”** means a student or trainee who works, sometimes without pay, in order to gain work experience or satisfy requirements for a qualification;

**“joint consultative committee”** means an advisory committee established under section 13 of the Industrial Relations and Trade Union Act, 2022 to advise generally on labour matters;

**“joint national negotiating board”** means the Joint National Negotiating Board for workers established under section 15 of the Industrial Relations and Trade Union Act, 2022;

**“Labour Officer”** means any officer appointed by the Public Service Commission and with the powers and obligations as provided in section (9) of this Act;

**“minister”** means the Minister responsible for labour;

**“ministry”** means the Ministry responsible for labour;

**“national minimum wage”** means the existing national minimum wage fixed by the Joint National Negotiating Board;

**“organisation”** means a group of persons who come together to achieve particular aims and objectives, such as business or the advancement of the interest and protection of its members;

**“outworker”** means a worker to whom articles or materials are given out to be made up, cleaned, washed, altered, ornamented, finished, repaired, or adapted for sale in his home or on other premises, not in the control or management of the person who gave out the articles or materials;

**“person”** means any person or group of persons, company, firm, corporation or any other kind of body including their agents;

**“probationary contract”** means a contract of employment for not more than six months period;

**“project tied worker”** means an worker admitted to Sierra Leone for a specified period either individually or on the basis of an employment relationship with an employer carrying out a defined project which, by its nature, is limited in time;

**“public service commission”** means a body established under sub-section (1) of section 151 of the Constitution of Sierra Leone (Act No.6 of 1991);

**“qualified medical practitioner or personnel”** means any Government Medical Officer or any Registered Medical Practitioner;

**“redundancy"** means an involuntary loss of employment by a worker due to the fault of the employer;

**“remuneration”** includes the ordinary, basic or minimum wage or salary and any additional emoluments whatsoever payable directly, whether in cash or in kind, by the Employer to the worker and arising out of the worker’s employment;

**“severance pay”** means the benefit or entitlement given to a worker by his employer at the end of his contract of employment or service;

**“strike”** means the cessation of work by a group of persons employed acting in combination, or a concerted refusal or refusal under a common understanding by any number of persons employed to continue to work for an employer in consequence of a labour dispute, done as a means of compelling their employer or any person or group of persons employed to accept or not to accept terms or conditions of or affecting employment; and includes any concerted interruption of work or slowing down by workers commonly known as “sit-down-strike” or “a-go-slow” attempted or effected by workers for the reasons aforesaid, but, in agricultural undertakings, does not include delay in the conclusion of customary arrangements between workers as to the size and nature of a task;

**“summary dismissal of employment”** means the discharge of a worker from an employment due to breach of dismissible offence as prescribed in section (93) of this act;

**“supervisor”** means a worker who performs managerial functions including the hiring and firing for an employeror who it is agreed between an employer and a trade union to which the Minister has issued a Collective Bargaining Certificate, performs supervisory functions;

A Supervisor is a worker having authority in the interest of the establishment to recommend the hire, transfer, suspension, layoff, recall, promotion, discharge, reward or discipline of other workers, or having the responsibility to adjust their grievances or discipline of other workers, or having the responsibility to adjust their grievances or effectively to recommend such action and wherein the exercise of such authority is not only of routine or clerical nature but requires the use of independent judgment and receiving remuneration above any of his subordinates.

**“termination of employment”** means the discharge of a worker from employment;

**“trade dispute”** means any disagreement or difference between employers and workers connected with the employment or the terms of the employment or with the conditions of labour of any worker, and includes any dispute connected with but not limited to any of the following-

1. terms and conditions of employment including remuneration for employment;
2. the engagement of an worker;
3. the times at which, or the conditions under which any work is, or is not performed;
4. the demotion, suspension or imposition of any other penalty or discipline of any worker;
5. the termination of any agreement by which work is to be performed;
6. the grievance or complaint of any worker in respect of his or her employment;
7. the machinery for negotiating any matters specified in (a) to (f) above, or for the settlement of any grievance or dispute relating to any worker; or any other work-related dispute.

**“trade union”** means an organisation of workers that has among its principal objects the regulation of collective relations between workers and employers;

**“violence and harassment”** means a range of unacceptable behaviours and practices, or threats, whether a single occurrence or repeated, that aim at, result in, or are likely to result in physical, psychological, sexual or economic harm, and includes gender-based violence and harassment directed against any person in the workplace;

**“volunteers”** includes any person of working age who engages in any unpaid, noncompulsory work to produce goods or provide service for community, organisation or others;

**“wage”** means remuneration or earnings, however designated or calculated, capable of being expressed in terms of money and fixed by mutual agreement or by national laws or regulations, which are payable by virtue of a written or unwritten contract of employment by an employer to a worker for work done or to be done or for services rendered or to be rendered.

**“week”** means any period of five working days;

**“workplace”** means all places where workers need to be or to go by reason of their work and which are under the direct or indirect control of their employer;

**“worker”** mean any person who has entered into or works under a contract of employment or other contract with an employer, whether the contract be by way of manual labour, clerical work or otherwise, expressed or implied, and (if it is expressed) oral or in writing and whether it be a contract of service or a contract concerning learning or a contract personally to execute any work or labour and includes an outworker, and a worker of Government.

**PART III - ADMINISTRATION AND JURISDICTION**

**Application 2.** (1)Subject to the provisions of this section, this Act shall apply to all workers in the Republic of Sierra Leone, except where the contrary is expressly stated.

(2)Where there is conflict or inconsistency between the provisions of this Act and that of any other written law relating to employment, this Act shall supersede.

(3)The Military and Police Forces, other than their civilian workers, shall be governed by their own laws and regulations.

(4)The Minister may, after consultation with the Joint Consultative Committee, by statutory regulation, exempt any person or class of persons or any trade, industry or undertaking whose terms and conditions of employment are governed by special arrangements from the operation of all or any of the provisions of this Act, or any regulation or order made or any direction given in pursuance of this Act.

(5)The Minister may, after consultation with the Joint Consultative Committee, by statutory regulation, extend the application of this Act to any category of persons excluded from its provisions.

(6)In this Act and in any Rules and Regulations made hereunder, unless the contrary intention appears-

(a) Words importing the masculine gender include female;

(b) Words in the singular include the plural and words in the plural include the singular;

**Administration. 3.** The administration of this Act shall be the responsibility of the Commissioner of Labour acting under the authority of the Minister, except where the contrary is expressly stated.

**Appointment**

**of officers. 4.** (1) The Public Service Commission shall appoint a Commissioner of Labour and such other officers, known as Directors, Labour Officers, or as may be necessary for the administration of this Act.

(2)The Commissioner of Labour may delegate to any Director, Labour Officer or any authorised officer the exercise of any of his powers and the performance of any of his duties, generally or in part, and may revoke such delegation by written notice at any time.

**PART IV – POWERS OF THE COMMISSIONER OF LABOUR AND LABOUR OFFICERS**

**Powers related to labour**

**inspection. 5.** (1) The provisions of this section shall be in addition to and not in derogation of any other powers or duties conferred or imposed on the Commissioner of Labour by the provisions of this or any other Act.

(2) The Commissioner of Labour shall have power to engage in Labour inspection. Labour inspection shall include but not limited to -

(a) securing the enforcement of legal provisions relating to terms and conditions of employment and work, discrimination and the protection of Workers while engaged in their work;

(b) the supply of technical information and advice to Employers, Workers and their organisations concerning the most effective means of complying with the legal provisions;

(c) bringing to the notice of the Minister defects or abuses not specifically covered by existing legal provisions.

(3) The Commissioner of Labour shall be empowered-

(a) to enter freely and without previous notice at any hour of the day or night any workplace liable to inspection;

(b) to enter any premises which he may have cause to believe to be liable to inspection; and

(c) to carry out any examination, test or inquiry which he may consider necessary in order to satisfy himself that the legal provisions are being strictly observed, and in particular­-

(i) to question, alone or in the presence of witnesses, the employer or the staff of the undertaking on any matters concerning the application of this Act or legal provisions issued hereunder;

(ii) to require the production of any books, registers or other documents the keeping of which is prescribed by law or regulation relating to conditions of work, in order to ensure that they are in conformity with the legal provisions and to copy such documents or make extracts from them;

(iii) to enforce the posting of notices required by law or regulation.

(4) The Commissioner of Labour may by order, require any person to provide a remedy for any victimization of or retaliation against complainants, witnesses, and whistle-blowers.

(5) Prior to or upon arrival at a workplace on the occasion of an inspection visit, the Commissioner of Labour shall notify the employer or the employer’s representative of his presence, unless the Commissioner of Labour considers that such a notification may be prejudicial to the performance of his duty.

**Powers to**

**seal workplace. 6 (1)** The Commissioner of Labour shall have the power, after prior warning to the employer and after due consultation with the Minister responsible for labour and other relevant authorities, to order the temporary seal of a workplace for non-compliance with the relevant Labour Laws of the Republic of Sierra Leone.

(2) The Commissioner of labour shall, after due consultation with the Minister and other relevant authorities on an imminent danger to the safety and health of workers, require the temporary seal of a workplace, or the discontinuation of any work process.

(3) In addition to the exercise of his other powers, the Commissioner of Labour may institute civil or criminal proceedings before any court of law in respect of a contravention or alleged contravention of any of the provisions of this Act and any regulations made hereunder, and may prosecute and appear on his name in respect of such proceedings. This shall be without prejudice to the Commissioner of Labour’s power to recommend criminal prosecution where this or any other Act so provides.

**Complaint and**

**settlement of**

**industrial dispute. 7. (1)** whenever an employer or worker neglects or refuses to fulfil a contract of employment or service, or whenever any question, difference or dispute arises as to the rights or liabilities of either party, or touching any misconduct, neglect or ill treatment of either party, or any injury to the person or property of either party, under any contract of service, the party feeling aggrieved may make a complaint to the Commissioner of Labour.

(2) Whenever a complaint is made under subsection (1) of this section-

(a) the Commissioner of Labour shall use lawful steps as may seem to him to be expedient to effect a settlement between the parties;

(b) subject to paragraph (a), the Commissioner may assess the value of services rendered by a worker, or in any case, where the rate or amount of wages or allowances to which a worker should be entitled have not been agreed upon between the employer and worker, or it is not certain what terms were agreed, he may decide the relative rights of the employer and worker; and may make such directions as in his opinion meets the justice of the case.

(3) If in the opinion of the Commissioner of Labour, the complaint appears to be difficult to resolve shall forthwith refer the complaint to the Industrial Court.

**Legal representation**

**of parties in conciliation**

**meetings. 8.** Unless the Commissioner of Labour deems it necessary, lawyers shall not attend or represent parties in conciliatory meetings at the Ministry. However, lawyers can represent their clients in the Industrial Court.

**Powers of**

**Labour Officers. 9.** A Labour Officer acting on behalf of the Commissioner of Labour shall have the power –

(a) to enter, investigate, inspect, examine, verify and assess employment and labour matters at all times, whether by day or by night any workplace and every part thereof, land or premises, organisation, institution or business establishment, fishing vessels, ferries, cargo ships or any other place thereof, when he has reasonable cause to believe that any person is employed therein, and to enter, investigate, inspect, examine, verify and assess employment and labour matters at all times whether by day or by night any place which he has reasonable cause to believe to be a workplace;

(b) to question, either alone or in the presence of any other person, any person whom the Labour Official has cause to believe to be, or to have been a person to whom this Act applies, in connection with any matter for securing the due observance of this Act;

(c) to order the production of records of wages or any other relevant document required to be kept by employers, and to inspect and examine the same, and copy any material part thereof;

(d) to take with him a Police Officer if he has reasonable cause to apprehend any serious obstruction in the execution of his duty;

(e) to investigate complaints from workers and employers alike concerning violations of terms and conditions of employment;

(f) to invite or summon any employer or worker to a conciliatory meeting;

(g) to advocate, prosecute, conduct or defend before a High court (Industrial Court) any charge, information, complaint or other proceedings arising under this Act, or in the discharge of his duty as Labour Officer.

**Obstruction of the**

**Commissioner of**

**Labour or**

**Labour Officer 10.** Any person, or institution who -

(a) wilfully delays or obstructs the Commissioner of Labour or any Labour Officer in the exercise of any power, duty or function under this Act;

(b) hinders, prevents or molests the Commissioner any Labour Official in the exercise of any of his powers or duties set out in this Act;

(c) fails to comply with or honour any direction, order, requirement or request for information or document, demand for or inquiry of the Commissioner Labour or any Labour Officer, made or given in pursuance of any power, duty or function conferred upon him by this Act or direction for compliance with the provisions of this Act, or any other Act that regulates labour matters;

(d) fails to honour any letter of invitation to conciliation meeting with respect to any labour matter reported;

(e) provide inaccurate or deficient record or information to the Commissioner of Labour or any Labour Officer with an intention to defraud or who acts so as to conceal fraudulent acts;

(f) conceals or attempts to conceal or otherwise prevent any person from appearing before, being examined by the Commissioner of Labour or any Labour Officer;

commits an offence and upon conviction shall be liable to a fine not less than three months national minimum wage in respect of each offence or to a temporary closure of the workplace.

**Conduct of the**

**Commissioner of**

**Labour and**

**labour officers 11.** Subject to such exceptions as may be prescribed, the Commissioner of Labour or any Labour Officer-

(a) shall not have any direct or indirect interest in any undertaking or labour matter under his supervision or presiding over;

(b) shall not disclose any information obtained by him in the exercise of his powers or duties under this Act, except to persons acting in the execution of this Act, and except so far as such information may be necessary for the performance of his duties;

(c) shall treat as absolutely confidential the source of any complaint bringing to his notice a defect or breach of legal provisions and shall give no information to the Employer or worker or his representative that action was taken in consequence of the receipt of such complaint.

**Indemnity of the**

**Commissioner of**

**Labour and**

**Labour Officer 12.** The Commissioner of Labour or any Labour Officer shall not be personally liable for any action done whatsoever if the action is reasonably done in pursuance of this Act or in the exercise of his powers under section 9.

**PART V - FREEDOM OF ASSOCIATION AND BASIC EMPLOYMENT RIGHTS**

**Freedom of**

**association. 13.** Any worker or employer may have the right to form or join any trade union or employers’ organisation of his choice for the promotion and protection of his economic and social interests or withdraw his membership from such trade union or employers’ organisation.

**Rights of a**

**worker. 14.** A worker may -

1. take part in the formation of any trade union;
2. be a member of any trade union and take part in their lawful activities;
3. hold office in any such trade union;
4. take part in a trade union election;
5. be elected an officer of a trade union;
6. exercise any right conferred or recognized by this Act or any other enactment
7. and assist any worker or trade union to exercise such rights.

**Protection of**

**Workers’**

**freedom of**

**association 15. (1)** No employer or employers’ organisation, and no person acting on behalf of an employer or employers’ organisation, shall with respect to any worker or any person seeking employment-

1. require that he not join a union or shall relinquish union membership;
2. take any prejudicial action, including the act of termination or dismissal, against such Worker or other person by reason of union membership or because of participation in legitimate union activities;
3. otherwise discriminate against such worker because of his exercise or anticipated exercise of any right conferred or recognized by this Act or because of his participation in any capacity in a proceeding under this Act;
4. threaten such worker that he will suffer any disadvantage from exercising any right conferred or recognized by this Act or from participating in any capacity in a proceeding under this Act;
5. promise such worker any benefit or advantage for not exercising any right conferred or recognized by this Act or for participating in any capacity in a proceeding under this Act;
6. restrain or seek to restrain such an worker, by a contract of employment or otherwise, from exercising any right conferred or recognized by this Act or from participating in any capacity in a proceeding under this Act; and any contractual term which purports to exert any such restraint shall be null and void, whether agreed to before or after the coming into force of this Act;
7. impose any discipline or disadvantage upon a worker for refusing to do work normally done by any worker who is lawfully on strike or who is locked out unless such work must be done to prevent an actual danger to life, health or safety.

(2) Nothing in this section shall be interpreted as preventing an employer from terminating or otherwise disciplining a worker for just cause, in accordance with this Act.

(3) Employers or employer’s organisations who seek by any kind of threat to intimidate the worker during negotiations of a collective agreement are guilty of unfair labour practice and shall be liable upon conviction to a fine not less than fifteen months national minimum wage.

(4) Any employer who discriminates, intimidates, or harasses any worker with respect to the employment or conditions of employment for a reason that the worker is a member or an officer of a trade union, race, religion, gender, or because of religious dress code, HIV/AIDS, political opinion, region, marriage, age, disability condition and ethnicity is guilty of an offence and shall be liable upon conviction to a fine, not less than seventeen months national minimum wage and shall take appropriate steps to ensure there is a remedy and prevent a reoccurrence of such acts.

(5)Any employer who seeks by intimidation or harassment, the threat of termination or dismissal, or by any kind of threat or by the imposition of a penalty, or giving or offering to give a wage increase or any other favourable alteration of terms of employment, or by any other means, seeks to induce a worker to refrain from becoming or continuing to be a member or officer of a trade union is guilty of unfair labour practice and shall be liable upon conviction to a fine not less than sixteen months national minimum wage and shall take appropriate steps to ensure there is a remedy and prevent a reoccurrence of such acts.

**Rights of an**

**employer 16.** An employer may -

1. take part in the formation of any employers’ organisation or federation;
2. be a member of any employers’ organisation or federation and take part in its lawful activities;
3. hold office in any employers’ organisation or federation;
4. exercise any and all rights conferred or recognized by this Act or any other enactment
5. and assist any employers’ organisation to exercise such rights.

**Protection**

**of employer’s**

**freedom of**

**association 17.** (1)A worker or group of workers who seeks to intimidate or disrupt the business of the employer during negotiations of a collective agreement is guilty of unfair labour practice and shall be liable upon conviction to a fine not less than six months national minimum wage.

(2) Notwithstanding section 15, sub-section 4, workers are prohibited from engaging in party politics in a workplace.

(3) Any worker who is in breach of subsection 2 commits an offence and shall be liable upon conviction to a fine, not less than six months national minimum wage.

**Protection**

**of organisations 18. (1)** Any worker or employer eligible under the constitution of an organisation for membership has a right to membership in that organisation if he pays any fees that are properly payable to it, and he has a right to remain a member as long as he complies with the rules of the organisation.

(2) No organisation shall discriminate in its constitution or through its actions against any worker or employer on the grounds of race, colour, national extraction or ethnic origin, religion, creed, political opinion, sex, marital status, family responsibilities, or disability.

(3) Subsection (2) does not preclude any provision, programme or activity that has as its object the amelioration of conditions of disadvantaged individuals including those that are disadvantaged because of race, colour, national extraction or ethnic origin, social origin, religion, creed, political opinion, sex, marital status, family responsibilities, or disability.

**Rights of**

**organisations** **19. (1)** Organisations may form, participate in, be affiliated to or join trade union or employers’ organisation.

(2) An organisation may affiliate with and participate in the affairs of trade unions nationally or internationally or employers’ organisations nationally or internationally and may make financial and other contributions to such organisations, and may receive financial and other assistance from them.

(3) Notwithstanding the provisions of any other law, no person shall interfere with or impede the exercise of any right recognized by subsection (1).

**Rights of**

**individuals 20. (1)** Any worker whether they are wage earners or self-employed, shall have the right to establish and join organisations of their choosing without prior authorisation.

(2) The objects of any registered organisation may include the promotion or defence of the interests of its members by-

1. undertaking negotiations and consultations at all levels on behalf of its members;
2. representing them in legal proceedings;
3. engaging in other lawful activities.

(3) The protection granted under sections (17), (18), and (19) of this act shall apply to persons covered by this section against persons who have the capacity to victimise them or discriminate against them.

**Remedies in respect**

**of infringement**

**of freedom**

**of association** **21. (1)** Any complaint of infringement of the rights and protections contained in the provisions under this Part may be referred to the Industrial Court.

(2) Where the Industrial Court finds that the complaint is well founded, it shall make such order as may deem fit to secure compliance with the provisions of this Act, including an order for the restoration to him of any benefit or advantage and an order for the payment of compensation or fine.

**Prohibition of**

**Violence and**

**Harassment**

**at work. 22.** (1) Violence and harassment in the workplace shall be prohibited.

(2) In the case of violence and harassment including sexual harassment, the victim may make a complaint based on dispute resolution procedures at the workplace and in accordance with regulations or grievance procedure.

(3) If the matter is not resolved to the reasonable satisfaction of the victim, he shall make a complaint to the Commissioner of Labour.

(4) If the Commissioner of Labour finds that the complaint is well founded, he shall order an investigation into the case of violence and harassment at work.

(5) upon completion of the investigation, and if there is sufficient evidence of Violence and harassment including sexual harassment, the Commissioner of Labour shall, after consultation with the Minister, refer the matter to the Industrial Court.

(6) If the Industrial Court finds that the complaint is well founded, it shall grant suitable protection against victimization or retaliation against complainants, victims, witnesses or whistler-blowers, privacy of those involved and confidentiality, and ensuring that the requirements of privacy, confidentiality are not misused and provide for appropriate sanctions.

(7) It shall be unlawful to prevent easy access to suitable, safe, fair and effective means of making a complaint of violence and harassment including sexual harassment that occurs in the workplace.

(8) Any person who contravenes the provisions of this section or any regulation made hereunder commits an offence and shall, on conviction, be liable to a fine not less than fifteen months national minimum wage.

**Prohibition of**

**forced labour 23.** (1)No worker shall be required to perform forced or compulsory labour.

(2) Notwithstanding anything in this Section, the term “forced or compulsory labour” shall not include-

1. any work in fulfilment of social responsibilities of a communal, cultural or religious nature;
2. any work or service which forms part of the normal communal or civil obligations of citizens;
3. any work or service performed in cases of emergency, that is to say in the event of force majeure, that would endanger the existence or the well-being of the whole or part of the population; and
4. communal services of a kind which are performed by the members of the community in the direct interest of the said community, provided that the members of the community or their direct representatives have been consulted by the relevant authorities in regard to the need for such services.

(3) Any person who exacts or imposes forced Labour as defined in this Act or causes or permits forced labour for his own benefit or for the benefit of any other private individual, company, association or other such body, commits an offence and upon conviction be liable to a fine of not less than thirty months national minimum wage or to imprisonment for a period of not less than twelve months or to both fine and imprisonment

(4) In addition to the penalty in subsection 3, the person shall compensate the victim of forced labour.

(5) The Minister may, by statutory instrument, make regulations regulating the requisition of labour subject to paragraph (d) of subsection (2).

**Non-discrimination**

**in employment and**

**Occupation**  **24. (1)** In the interpretation and application of this Act it shall be the duty of all parties including but not limited to the Minister responsible for Labour affairs, Commissioner and the Industrial Court to promote equality of opportunity, with a view to eliminating any discrimination in employment and occupation.

(2) Discrimination in employment shall be unlawful and may give rise to a complaint by or on behalf of a person alleging discrimination.

(3) No employer shall dismiss an injured worker or discriminate against or disadvantage a worker in respect of the worker’s employment, or alter the worker’s position to the detriment of the worker by reason only that the worker-

1. makes a complaint about a matter which the worker considers is not safe or is a risk to his health;
2. is a member of a safety and health committee established pursuant to this Act; or
3. exercises any of his functions as a member of the safety and health committee.
4. Sustained a degree of disability as a result of workplace injury.
5. Is pregnant or experiencing a maternity condition.

(4) Any employer who contravenes the provisions of this section commits an offence and shall be liable to a fine not less than thirty-five months national minimum wage or to imprisonment for a term not less than six months or to both.

(5) Notwithstanding any written law to the contrary where the person is convicted of an offence under this section, the court may, in addition to imposing the penalty to the offender make one or both of the following orders –

1. an order that the offender pays within a specific period to the person against whom the offender has discriminated such damages as the court deems fit to compensate that person; or
2. an order that the worker be reinstated or reemployed in his former position or, where that position is not available, in a similar or suitable position for that worker.

**Equal Remuneration.** **25**. (1) An employer shall pay equal remuneration for men and women workers for work of equal value. The Commissioner of Labour may require employers to conduct a job evaluation to ensure that the principle of equal remuneration for men and women workers for work of equal value is applied.

(2) The Minister, Commissioner of Labour or any Labour official shall, in carrying out his or her different activities under this Act, give effect to the principle of equal remuneration for men and women Workers for work of equal value.

(3) Any employer who contravenes the provisions of this section commits an offence and upon conviction, shall be liable to a fine not less than twelve months national minimum wage.

**Fair terms and**

**conditions of employment**

**clause in public and private**

**contracts. 26. (1)** There shall be implied in every contract for the supply of goods or services to government departments or to any public, private or local authority a “fair terms and conditions of employment” clause.

(2)The “fair terms and conditions of employment” clause shall provide that the supplier of any goods or services to any government department or to any public, private or local authority-

1. undertakes to recognize and respect the freedom of the workers of the suppliers to belong to trade unions of their choice;
2. undertakes to ensure that the Workers of the supplier enjoy terms and conditions of employment not less favourable than those established for work of the same character in the trade or industry concerned in the place where the work is carried out by-

(i) collective bargaining agreement or other recognized machinery of negotiation between Employers and Trade Union representatives or between substantial proportions of the Employers and Workers in the trade or industry concerned; or

(ii) conciliation awards or a government Wages order.

1. undertakes, where the conditions of labour are not regulated in the manner referred to in subsection (2) (b) in the area where the work is carried on, to ensure that Workers of the supplier enjoy terms and conditions of employment not less favourable than-

(i) those established by collective agreement or other recognized machinery of negotiation, by conciliation award or government wages order, for work of the same character in the trade or industry concerned in the nearest appropriate district/areas; or

(ii) the general level observed in the trade or industry in which the supplier is engaged by Employers whose general circumstances are similar.

(3) A complaint may be made to the Industrial Court by a union or an employers’ organisation alleging a breach of the provisions of subsection (2), (a), (b) and (c). The Industrial Court may order the supplier to pay to the Workers concerned such sum or sums by way of compensation as seems just and equitable in all the circumstances.

**PART VI – BASIC EMPLOYMENT OBLIGATIONS**

**Notification of**

**business activities 27. (1)** Any person, organization, institution or business establishment who intends to open a new establishment or commences business activity or changes the operation of a previous establishment or business activity or enters into any agreement that has labour and employment relations element in Sierra Leone, shall give notice in writing of his intention to the Commissioner of Labour before establishing, commencing, changing, or entering into such business activity.

(2) Upon receipt of the notice referred to in subsection (1), the Commissioner of Labour shall take such steps as may be necessary to satisfy himself that;

1. the premises are suitable for use as a workplace of the nature stated in the notice,
2. there is adherence to the relevant Labour Laws.

**Registration of**

**workplaces. 28.** All workplaces required to be registered, shall be registered by the Commissioner of Labour.

**Notification of job**

**Vacancies. 29. (1)** Every employer, organisation, institution or business establishment in the public and private sector shall notify the Ministry of Labour of any employment vacancy whenever it occurs for the purposes of employment statistics and labour market information to determine the demand and supply of labour in different sectors of the economy in order to enhance effective labour management in the country.

(2) Any employer, organisation/institution or business establishment in the public and private sector that fails to comply with subsection (1) commits an offence and shall be liable upon conviction to a fine not less than two months national minimum wage.

**Employment**

**and training 30. (1)** Sierra Leoneans shall be given the first consideration for employment and training in any project executed by any employer or organisation or institution or business establishment in Sierra Leone.

(2) Where the employer or organisation or institution or business establishment cannot employ Sierra Leoneans for a particular position(s) due to the unavailability of trained personnel locally, the employer may hire foreign experts to occupy such position(s). However, the employer or organisation or institution or business establishment shall develop and submit a training and succession plan for the transfer of skills to Sierra Leoneans.

**Employment**

**returns and**

**statistics. 31. (1)** In addition to any other powers conferred upon him under the provision of this Act, the Commissioner of Labour or any authorised Labour Officer shall submit to any employer, organization or institution or business establishment a questionnaire relating to statistical data of workers employed or recruited for employment, the rates of wages and other conditions of service affecting such employment.

(2) The employer, organization or institution or business establishment shall complete and return the questionnaire to the Commissioner of Labour or any authorised Labour Officer two weeks from the date of receipt of such questionnaire.

(3) Any employer, organization or institution or business establishment that fails to comply with subsection 2, of this section, commits an offence and shall be liable to a fine not less than two months national minimum wage.

**Employers to**

**establish separate**

**bank account. 32. (1)** Every Employer or organization or institution or business establishment may establish a separate bank account for the payment of terminal benefits, “end of service” or gratuity benefits, in line with the International Financial Reporting Standards (IFRS) and the International Accounting Standards (IAS19).

(2) the Commissioner of Labour shall request for the annual status of the account.

(3) the account established under sub-section 1, shall be under the employer and workers’ representatives in the case of unionised workers.

(4) Withdrawal from the account shall not be effected, without prior notice in writing to the Commissioner of Labour.

**Labour**

**travelling clearance. 33.** (1)Any foreign employer or worker who intends to travel out of Sierra Leone shall obtain Labour Travelling Clearance from the Commissioner of Labour in order to ascertain that the foreign Employer or worker has no employment or labour related obligations to the government, workers or employers in Sierra Leone.

(2) Any foreign Employer or worker that fails to obtain Labour travelling clearance shall be restrained from travelling out of Sierra Leone by the immigration authority.

**Registration of**

**foreign professional**

**bodies and expatriate**

**professionals 34.** All Foreign Professional bodies and expatriate professionals working in Sierra Leone or intending to operate or are in operation or intent to work in Sierra Leone shall register with the appropriate professional body in Sierra Leone, such as the Sierra Leone Medical and Dental Association, the Sierra Leone Bar Association, the Association of Certified Chartered Accountants, the Sierra Leone Institute of Engineers etc. and shall notify the Ministry of Labour of such registration.

**Professional**

**approval for labour**

**related research 35. (1)** All individuals and/or institutions (private/NGO/Public) engaged in labour or labour related research in Sierra Leone, shall inform in writing the Commissioner of Labour prior to the commencement of the study.

(2) The lead researcher shall be required to submit the following documents and any other relevant document/information not explicitly mentioned in this provision but required by the Commissioner of Labour -

1. a hard copy of the full research/study proposal; and
2. brief Curriculum Vitae of the lead researcher.

**Publication of**

**annual report 36.** The Commissioner of Labour shall, in a timely manner as possible, publish an annual report on the work of its inspection services which shall deal with the following matters-

1. developments with regard to relevant Labour Laws and regulations;
2. the staff under the jurisdiction of the Commissioner of Labour;
3. statistics of workplaces liable to inspection and the numbers of Workers employed therein;
4. statistics of inspection visits, violations and offences, and penalties imposed;
5. statistics of industrial accidents and occupational diseases; and
6. statistics of cases brought before the Industrial Court and of their disposal and any other relevant labour information not specified.

**PART VII- CONTRACT OF EMPLOYMENT AND OTHER TERMS AND CONDITIONS**

**Vetting and attestation**

**of contract of**

**employment or service 37. (1)** All contracts of employment or service or terms and conditions of service or personnel policies or human resource manuals or any other document that regulates labour and employment relations, excluding Collective Bargaining Agreements, between an employer and a worker shall be submitted to the Commissioner of Labour or any authorized Labour and Employment Officer in the Ministry of Labour for vetting and attestation.

(2) Any employer or organisation or institution or business establishment who acts in contravention of subsection (1) commits an offence and upon conviction shall be liable to a fine not less than twelve months national minimum wage.

(3) The original of the document recording the attestation shall be retained by the Commissioner of Labour or any authorised Labour Officer.

(4) All attested personnel policies or human resource manuals regulating labour and employment relations shall not be binding or valid for more than three years from the date it was attested by the Ministry of Labour.

(5) Notwithstanding subsection (1), the absence of a vetted and attested contract of employment or service shall not prejudice in any way the rights of the Worker and his accrued entitlements for the period he has served the employer.

**Cancellation of contract of**

**employment or Service. 38.** The Commissioner of Labour shall, by notice served upon the employer, cancel any contract of employment, excluding Collective Bargaining Agreements, that has been entered into by any worker with an employer, or organisation, institution or business establishment, on grounds that, in the opinion of the Commissioner of Labour the contract is in contravention of this Act or any other Act or that the nature of the employment is dangerous or immoral or is likely to be injurious to the safety and health of the worker or for any other cause which may be prescribed.

**Fixed term contract of**

**Employment or Service. 39. (1)** For the purpose of this Act, fixed term contract of employment/service shall be a contract of employment between an employer and a worker for a specific period.

(2) All fixed term contract of employment/service below 6 months shall be renewed once only.

(3) Fixed-term contract Workers who have served the same Employer continuously for a period of twelve months or more shall be entitled to all accrued benefits as provided by relevant trade group agreement or other better terms.

(4) Notwithstanding subsection (3), in the case of consultant/independent contractor, the payments for fixed term contracts of employment shall be a consolidated amount fixed in advance

**Continuing force**

**of contracts. 40.** All Contracts of Employment valid and in force at the commencement of this Act shall continue to be in force after its commencement, provided that such contracts are not in conflict with the provisions of this act, the contracts shall be deemed to be made under this Act and the parties thereto shall be subject to and entitled to benefit from the provisions of this Act.

**Oral and written**

**contracts of**

**employment 41.** All contracts of employment other than contracts which are required by this or any other Act to be made in writing may be made orally, and the provisions of this Act save as otherwise expressly provided, shall apply equally to oral and written contracts of employment.

**Agreements for**

**less than the national**

**minimum wage void. 42.** Any provision in a contract of employment for the payment of wages at less than the rate fixed by the Joint National Negotiating Board shall be null and void.

**Variation**

**of terms. 43. (1)** Except where expressly permitted, any agreement between employer and worker by which the provisions of this Act are excluded or varied in any way shall be void as to those provisions of such agreement and of no effect in law.

(2) Nothing in this section shall prevent the application, by agreement between the parties’ collective agreement or otherwise, of terms and conditions which are more favourable to the Worker than those contained in this Act.

**Transfer of**

**contract. 44. (1)**  No Contract of Employment shall be transferred from one employer to another without the consent of the worker and prior notification of the Commissioner of Labour, save as provided by subsection (2) of this section.

(2) Where a trade or Business is transferred in whole or in part, the contracts of service of all Workers employed at the date of transfer shall automatically be transferred to the transferee, and all rights and obligations between each Worker and the transferee shall continue to apply as if they had been rights between the Worker and the transferor.

(3) A transfer such as is referred to in subsection (2) shall not interrupt the Worker’s continuity of service, and such continuity shall continue with the transferee as if with the transferor.

(4) Subsection (2) shall not transfer or otherwise affect the liability of any person to be prosecuted for, convicted of, and sentenced for any offence.

**Prohibition against**

**contracting out 45.** Any provision in an agreement (whether or not it is a contract of employment) shall be void in so far as it purports to-

1. exclude or limit the operation of any provision of this Act to the detriment of the worker; or
2. preclude any person from-

(i) presenting a complaint under this Act to

the Commissioner of Labour or the Industrial Court; or

(ii) initiating or enforcing any proceedings

under this Act in any Court of Law; or

(iii) giving evidence in connection with any

such complaints or proceedings, unless

contained in a written agreement for the

settlement of a dispute. This agreement

must have been approved by the

Commissioner of Labour as fair and

reasonable in all the circumstances.

**Casual or temporary**

**employment**

**and workers 46. (1)** Any work of routine nature shall not be categorised as casual or temporary work. Casual or temporary work shall be a work that is seasonal or intermittent in nature and shall be for a period not exceeding 6 months and the remuneration for casual or temporary employment may be calculated on a daily basis.

(2) Any casual or temporary worker who is employed by the same employer for a continuous period not more than six months shall be treated as a permanent worker.

(3) Without prejudice to the terms and conditions of employment, mutually agreed to by the parties, the provisions of this Act in respect of minimum wage, hours of work, rest period, paid public holidays, night work and sick leave are applicable to a contract of employment with a casual or temporary worker.

(4) Casual or temporary worker shall be entitled to rent, transport, medical, relocation or risk allowances, and any other allowances as specified by relevant trade group agreements or other better terms, where required or applicable.

**Remuneration of**

**temporary and**

**casual workers 47. (1)** The minimum remuneration of a temporary or casual worker shall be determined as follows-

(a) Where a temporary worker or a casual worker is required to work on weekdays only, his minimum daily wage shall not be below the national minimum wage when multiplied by 22 working days.

(b) Where a temporary worker or casual worker is required to work on an hourly basis only, his minimum hourly rate shall not be less than the national minimum wage when multiplied by 22 working days.

(2) A temporary worker or a casual worker referred to in section 44, shall not be entitled to any remuneration for each day or hour the worker is absent from work during the week or month.

(3) An employer shall pay a temporary worker or a casual worker the full minimum remuneration for each day or hour on which the worker attends work, whether or not wet weather prevents the worker from carrying on his normal work and whether it is possible or not, to arrange alternative work for the worker on such a day.

(4)A temporary worker or a casual worker is entitled to be paid for overtime work by his employer in accordance with section (68).

**Keeping of records**

**by employers. 48. (1)** Every employer who employs persons to whom a minimum rate of wages fixed by the Joint National Negotiating Board or a Trade Group Negotiating Council is applicable, shall keep such records of wages as are necessary to show that the provisions of this Act are being complied with in relation to such persons, and if the employer fails so to do, commits an offence and upon conviction shall be liable to a fine not less than of two months national minimum wage.

1. Any person who-
2. Makes, or cause to be made, or knowingly allows

to be made any wages sheet or any record of wages or payments, which is false in any material particular; or

1. Produces or causes to be produced, or knowingly

allows to be produced, any such record to any Labour Officer in exercise of the powers given under Section (9) of this Act, knowing the same to be false; or

1. furnishes any information to any such labour officer, knowing the same to be false; commits an offence and upon conviction shall be liable to a fine not less than fifteen months national minimum wage.

**Void Agreements. 49. (1)** Any agreement for the payment of wages in contravention of any of the provisions of this Act shall be void.

(2) Subsection (1) is not a bar to the Worker being paid for work performed in the past. Such payment shall be made in accordance with the provisions of this Act.

**Insolvency of**

**employer. 50 (1)** The bankruptcy or winding-up of the Employer’s Business shall cause the Contract of Employment of a worker to terminate one month from the date of bankruptcy or winding-up, unless it is otherwise terminated for just cause within that period.

(2) This section shall not apply where, notwithstanding the occurrence of such bankruptcy or winding-up, the Business continues to operate under public ownership or has been transferred.

(3) On the insolvency or winding-up of an Employer’s Business, the claim of a worker or those claiming on his behalf to Wages and other payments to which he is entitled under this Act shall have priority over all other debts except for debts owed in respect of judicial fees, provided that such priority shall apply to-

**Duty of employer**

**to provide work. 51. (1)** Every employer shall provide his worker with work in accordance with the Contract of Employment, whether expressly or impliedly.

(2) subject to subsections (2) and (3), an Employer shall not be liable to provide work where interruptions to his business activities are caused by-

1. force majeure;
2. strike, go-slow or other industrial action; or
3. economic insecurity or technological reasons which result in a shortage or reduction of work that is beyond the Employer’s control.

**Entitlement**

**to wages** **52. (1)** Wages must be paid in legal tender to the worker entitled thereto.

(2) Notwithstanding anything in this section, an Employer may, with the prior written agreement of the Worker, pay Wages by bank cheque or by direct payment to the Worker’s account.

(3) No worker shall be entitled to receive wages in respect of any period when he is absent from work without authorisation or good cause. In the case of a worker who has completed at least three months continuous service with his Employer, the following shall constitute absence with good cause-

1. the occurrence of force majeure preventing the Worker from reaching his place of work or from working;
2. a summons to attend a court of law or any other public authority having power to compel attendance;
3. the death of a member of the worker’s family or dependant relative, subject to a maximum of three days’ absence on any one occasion and a maximum of twelve days in any one calendar year;
4. Sickness or wedding of the worker or his dependents.

(4) Subject to paragraphs (a), (b) and (c) of subsection (3), the worker has an obligation to inform the employer within twenty-four hours.

(5) A worker who has completed at least three months continuous service and is absent from work on account of one of the situations specified in subsection (3) shall be entitled to receive wages as though the worker had not been absent from work and had fully performed his duties under the Contract of Employment throughout the absence, and his wages shall not, by reason of the absence, be subject to any deduction.

**Death of a**

**Worker 53.** Upon the deathof a worker during the term of a Contract of Employment, his heirs or dependents shall be entitled to wages and other remuneration due to the Worker.

**Workers to**

**be paid the**

**Minimum Wage 54. (1)** A person who qualifies for the national minimum wage shall be paid a wage by his Employer in respect of his work in any pay reference period at a rate which is not less than the national minimum wage.

(2) A person shall qualify for the national minimum wage if he is -

1. a worker;
2. is working, or ordinarily works, in Sierra Leone under his contract.

(3) For the purposes of this Act a “pay reference period” is such period as may be prescribed for the purpose.

**Payment of**

**wages to**

**another. 55.** Except when it is expressly provided by the law, no person may receive the wages due to a worker on behalf of such worker without the written permission of the worker to whom such wages are due.

**Prohibition of**

**certain deductions. 56. (1)** Save as otherwise expressly permitted by this or any other Act, the entire amount of any wages earned by or payable to the worker shall be paid directly to the worker and an employer shall not make a deduction from the wages of a worker unless it is a permitted deduction.

(2) Any deduction by an employer from a worker’s salary without his consent shall be an offence and upon conviction shall be liable to a fine not less than six months national minimum wage.

**Permitted**

**deductions 57.** (1)The following shall be deducted from the remuneration due a worker—

(a) an amount in respect of tax, rate, subscription or contribution imposed by law;

(b) any amount representing a contribution to any provident or pension fund or scheme established or maintained by the employer or some other person and approved by the Commissioner of Labour;

(c) a reasonable charge agreed in writing by the worker for food or drink (other than intoxicating spirit), lodging clothing supplied by the Employer to the Worker, where the Employer has made clear that such deductions would be made before the food, drink, lodging or clothing was supplied, and where the Worker has agreed in writing to these conditions;

(d) a reasonable rent or other reasonable charge for accommodation provided by the Employer for the Worker, or the Worker’s family, where the Worker has agreed in writing to such a deduction. The Workers concerned shall be free from any coercion to make use of such accommodation;

(e) tools or goods expressly entrusted to the Worker by his Employer for safe custody or for loss of money for which the Worker is responsible, where such loss or damage is directly attributable to the neglect or fault of the Worker, where the Worker has agreed in writing to such deductions and provided that the amount of such deductions shall not exceed the amount of loss to the Employer;

(f) union dues, deducted in accordance with section 57 of this Act.

**Repayment. 58. (1)** without prejudice to any other liability for a breach of the provisions of this part, an employer who acts in contravention of this point thereof shall be liable to repay any Wages wrongfully withheld or wrongfully deducted from the worker.

(2) A request for repayment by a worker shall be made —

1. to the Commissioner of Labour or Industrial Court; and
2. not later than 2 years after the allegedly unlawful deduction has been made.

**Union dues. 59. (1)** Subject to subsection (2), upon the request of a trade union to whom a collective bargaining certificate has been issued an Employer shall-

1. make deductions from the Wages of all Workers eligible to be a member of the union for the purpose of paying dues to the trade union so recognized; and
2. pay any sum so deducted to the union.

(2) A worker who does not consent to be a union member may contract out of the system in writing.

(3) In this section, the expression “union dues” means any regular or periodic subscription required to be paid by a union member to his union under the rules as a condition of his membership, but does not include any levy or subscription for a particular object or purpose.

(4) Where an Employer refuses to comply with the provisions of subsection (1) he shall be liable to pay to the union as penalty a sum equal to five percent of the total amount of the deduction for each month during which the sums are not paid to the union, in addition to the union dues.

**Pay statements. 60. (1)** Every Worker shall receive with each payment of his wages an itemized statement from his Employer, in writing in simple english which the Worker may reasonably be expected to understand, which sets out-

1. the Worker’s gross Wages due at the end of that particular pay period;
2. the amount of every deduction from his Wages during that pay period and the purpose for which each such deduction was made; and
3. the Worker’s net Wages payable at the end of that pay period.
4. The statement issued by the Employer under this section shall be hereafter referred to as a “pay statement”.

(2) Where an Employer fails to provide a pay statement as required by this section, or fails to provide such a statement that is accurate, a worker shall have the right of complaint to the Commissioner of Labour or union.

(3) The Commissioner of Labour, acting following a complaint made under this section, shall have power to issue one or more written statements-

1. taking the place if any pay statements which the Employer failed to issue; or
2. amending any inaccuracies in any pay statement issued in respect of which a complaint has been made.

(4) In addition, in either case the Commissioner of Labour shall have the power to order the Employer to pay to the Worker the aggregate of any deductions from the Worker’s Wages made by the Employer in a manner that was not in accordance with an accurate pay statement.

(5) Any written statement issued by the Commissioner of Labour in place of or in amendment of the Employer’s pay statement shall for all purposes be regarded as if it had been duly issued by the Employer in accordance with subsection (1).

**Loans by**

**employers**

**to workers** **61.** A loan or advance of Wages by an employer to a worker shall be made without interest and shall only be enforceable by the employer if made in accordance with an agreement in writing in a form and in a language which the worker or his representative may reasonably be expected to understand and which is signed by the worker.

**Work stores 62. (1)** Where work stores for the sale of commodities to the Workers are established or services are operated in connection with an undertaking, the Workers concerned shall be free from any coercion to make use of such stores or services.

(2) Goods and services in work stores shall be provided at fair and reasonable prices.

**Written**

**particulars**

**of employment 63. (1)** A worker shall be entitled to receive from his employer notice in writing of the following particulars of employment-

1. the full names and addresses of the parties to the Contract of Employment;
2. the date on which employment under the contract begins, specifying the date from which the Worker’s period of Continuous Service for the purposes of this Act shall commence;
3. the title of the job the Worker is employed to do;
4. the place where the Worker’s duties are to be performed;
5. the Wages which the Worker is entitled to receive or the means by which they can be calculated, and in either case the intervals at which they will be paid and the deductions or other conditions to which they will be subject;
6. the rates of any overtime pay applicable to the Worker;
7. the Worker’s normal hours of work and the shifts or days of the week on which such work is to be performed;
8. the number of days’ annual leave to which the Worker is entitled and his entitlement to Wages during such leave;
9. the terms or conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay;
10. the length of notice in excess of that provided by this Act required for lawful termination of the contract by the Employer or worker;
11. any collective agreement affecting the terms and conditions of his employment; and
12. any disciplinary rules applicable to the Worker.

(2) For any or all of the information required by subsection (1), the Employer may in writing refer the Worker to a document which is reasonably accessible to the Worker during working hours at the place of work and which contains the relevant information in a form and in a language that the Worker can reasonably be expected to understand.

(3) The notice referred to in subsection (1) shall be given by the Employer to the Worker not later than twelve weeks after the date on which employment commences.

(4) If there has been an agreed change affecting any of the matters referred to in subsection (1), the Employer shall issue a written notice to the Worker of the change, within a period of four weeks of the change taking effect.

(5) An Employer shall retain a copy of the written particulars issued under subsection (1), and of any changes thereto, and shall produce such copy on demand to the Commissioner of Labour, union or court.

(6) In any dispute between Employer and Worker concerning terms and conditions of employment, the written particulars referred to in subsection (1) together with any notice of change thereto, shall be admissible evidence of the existence of the terms and conditions about which there is dispute, and there shall be a rebuttable presumption that the terms and conditions of employment are accurately stated in the written particulars, and in any notified changes thereto.

**Weekly rest 64. (1)** A worker shall not be required to work for his employer for more than 5 consecutive days without at least a day’s rest, which shall be taken on such day as is customary or as shall be agreed between the parties.

(2) For the purposes of this section, a “day’s rest” shall mean a period of rest comprising at least twenty-four consecutive hours.

(3) The Minister may, after consultation with the Joint Consultative Committee, by regulation, exclude from the operation of this section, persons holding high managerial positions.

(4) The Minister may, after consultation with the Joint Consultative Committee and if a worker consents, by regulation, grant temporary exemption from the provisions of this section-

1. in case of accident, actual or imminent force majeure or urgent work to premises or equipment, but only so far as may be necessary to avoid serious interference with the ordinary working of the establishment;
2. in the event of abnormal pressure of work due to special circumstances, in so far as the Employer cannot ordinarily be expected to resort to other measures; and
3. in order to prevent the loss of perishable goods.
4. but where temporary exemptions are made under this subsection, the persons concerned shall be granted compensatory rest of a total duration at least equivalent to that provided for by subsection (1). Such compensatory rest must be provided within two months of the rest period missed.

**Pay calculation 65.** Where a worker is employed on a contract under which wages are calculated by reference to a period of one week or more, no deduction shall be made from his wages on account of him not working or not attending at his place of work on weekly rest day.

**Length of**

**working day 66. (1)** Subject to subsections (2) and (3), in all establishments, workers shall not be required to work more than 8 hours per day.

(2) An Employer and Worker may by contract agree that the normal working hours per day are to be less than eight hours.

(3) An Employer and Worker may by contract agree that the normal working hours per day are to be more than eight hours, provided that any such agreement does not require the Worker to work more than ten hours per day.

**Length of**

**working week 67. (1)** Subject to subsections (2) and (3), in all establishments, workers shall not be required to work more than forty hours per week.

(2) An employer and worker may by contract agree that the normal working hours per week are to be less than forty hours.

(3) An employer and worker may by contract agree that the normal working hours per week are to be more than 40 hours, provided that any such agreement does not require the Worker to work more than forty-eight hours per week.

**Shifts 68.** Where persons are employed in shifts, it shall be permissible to employ persons in excess of ten hours in any one day or forty-eight hours in any one week, if the average number of hours over a period of three weeks or less exceeds neither ten per day nor forty-eight per week. In either case, the worker must agree in writing to such hours.

**Rest breaks 69.** In any establishment where the normal working hours are 8 hours per day, or more, a minimum of thirty-minute break shall be granted each day to the Workers. Unless otherwise agreed by the parties, no remuneration shall be required in respect of the break period.

**Overtime work 70. (1)** Subject to sections (66) and (67), the number of hours which may be worked in excess of eight per day or forty per week, and the remuneration therein shall be a matter for agreement between an employer and a worker, a trade group negotiating council or the Join National Negotiating Board.

(2) Where hours in excess of eight per day or forty per week are worked, the worker shall, in the absence of a written agreement, be remunerated at the rate of hourly rate, plus a supplement. The supplement shall be 50% for week days and 100% for weekends and public holidays.

(3) Where hours in excess of eight per day or forty per week are worked, they shall, in the absence of a written agreement to the contrary, be remunerated at the rate of the average hourly rate, plus a supplement. The supplement shall be 50% for the first four hours in excess of forty in any week, and 100% for any such hours exceeding four.

**Payment for**

**night work 71. (1)** Subject to the provision of section (77) of this Act, a worker shall be entitled to be paid in respect of night work at a rate which represents not less than the normal hourly rate for day work plus a supplement of not less than 30% of the day’s rate of pay.

(2) For the purposes of this section, “night work” means all work which is performed between eight o’clock in the evening and seven o’clock in the morning.

**Certificate of service 72. (1)** On the termination of a Contract of Employment, an Employer shall provide the Worker with a certificate indicating-

1. the names and addresses of the Employer and Worker;
2. the nature of the Employer’s Business;
3. the length of the Worker’s period of Continuous Service with the Employer;
4. the capacity in which the Worker was employed prior to termination; and
5. Where the Worker so requests, the reason or reasons for the termination of the Worker’s employment, but in the absence of such a request the reasons shall not be stated.

(2) The certificate referred to in this section shall not contain any judgement on or evaluation of the Worker’s work. If this is requested by the Worker, or by some other person, the Employer may provide it in a separate document.

(3) The certificate referred to in this section shall, so far as is reasonably practicable, be written in language that the Worker may be expected to understand.

**Common**

**employment**

**not a defence 73. (1)** An employer, who is sued by a worker in respect of injury caused by the negligence of a fellow Worker, shall not have as a defence the fact that the workers were in common employment. However disciplinary actions can be taken against the Worker who caused the injury to his fellow worker.

(2) Any provisions contained in a contract of employment or in an agreement collateral thereto shall be void in so far as it would have the effect of excluding or limiting any liability of the employer in respect of injuries caused to the person employed or apprenticed by the negligence of persons in common employment with him.

**Probationary**

**Contracts**

**not a defence 74. (1)** The maximum length of a probationary contract shall not exceed 6months.

(2) No Employer may employ a worker under a probationary contract on more than one occasion, unless the Worker is, on the second or subsequent occasion, employed to do work of a substantially different nature to that which he was employed to do on the first occasion.

(3) Without prejudice to the provisions of sections (87) and (88), a contract for a probationary period may be terminated by either party by giving not less than seven days’ notice of termination or by payment, by the Employer to the worker, of 7 days wages in lieu of notice.

**Continuity**

**of service 75. (1)** Continuous Service shall begin from and include the first day on which a worker begins to work for an Employer and shall continue up to and including the last day on which that work finishes.

(2) In the event of change of management/ownership of a business or establishment, the worker shall be paid his full entitlements including redundancy compensation, accrued leave and any other statutory allowances.

(3) It shall be presumed, unless the contrary is shown, that the employment of a worker with an Employer is continuous whether or not the Worker remains in the same job.

(4) A worker’s Continuous Service shall not be treated as interrupted if-

1. the Worker is absent from work due to his taking annual leave, maternity/paternity leave, sick leave or any other leave in accordance with the provisions of this Act or any other enactment or contract or collective agreement;
2. the Worker is absent from work due to his suspension, with or without pay, in accordance with the provisions of this Act or any other enactment or contract or collective agreement;
3. the Worker is absent from work due to the termination of his employment prior to his reinstatement or re-engagement under this Act or under any contract or agreement;
4. the Worker is absent from work due to having been temporarily laid-off by the Employer;
5. the Worker is absent from work due to action in pursuance of a strike, lock-out or other industrial action in which he did not participate; or
6. the Worker is absent from work in accordance with the agreement of his Employer.

(5)Any periods of time elapsing in the circumstances referred to in subsection (4) shall count for the period of calculating the continuous period of employment.

(6) Where a worker is engaged in an occupation in which it is customary to employ some Workers only at certain seasons of the year and that Worker is employed for successive seasons, the Worker shall be deemed to have been continuously employed for the aggregate of all the time he has actually performed work for Employer for successive seasons.

**PART VIII - LEAVE ENTITLEMENTS AND MATERNITY PROTECTION**

**Annual leave. 76. (1)** Subject to subsections (4) and (5), a worker is entitled in each leave year to a period of leave determined in accordance with subsection (2).

(2) A worker's leave year, for the purposes of this regulation, begins-

1. on such date during the calendar year as may be provided for in a relevant agreement; or
2. where there are no provisions of a relevant agreement which apply, on the date on which that employment begins and each subsequent anniversary of that date.

(3) Leave to which a worker is entitled under this regulation may be taken in instalments and Employer’s must permit Worker’s to take leave in the year in which it is due.

(4) Any worker who has served the same employer or organisation/institution or business establishment continuously for a period of one year shall be entitled to at least one month of his basic salary as annual leave allowance for each completed year of service or as prescribed by collective agreements or other better terms.

(5) In a situation where the worker is prevented or restrained from taking annual leave by an employer because of the exigencies of work, the worker shall be entitled to one and half month of his basic salary in lieu of his annual leave entitlement or as prescribed by collective agreements or other better terms.

**Maternity**

**leave. 77. (1)** upon presentation of a medical certificate issued by a certified medical practitioner or a midwife certifying the expected date of delivery or the actual date of delivery as the case may be, a female worker shall be entitled to not less than fourteen weeks’ maternity leave or as prescribed by collective agreements or other regulations on full remuneration.

(2) For the purpose of protecting the health of the mother and the child, maternity leave shall include a period of not less than seven weeks compulsory leave after child birth or miscarriage

(3) During the period when a female worker is on maternity leave in accordance with the provisions of subsection 1 and 2, her normal benefits and entitlements including her contractual rights and the accumulation of pension rights as well as her legitimate expectations to advancement and seniority, shall continue uninterrupted in the manner in which they would have continued had she not gone on such leave and her period of employment shall not be considered to have been interrupted, reduced or broken by the exercise of her right to maternity leave.

(4)It shall be unlawful for an employer to terminate the employment of a female worker during pregnancy or maternity leave.

(5) A female worker shall have right to return to the job which she held immediately prior to her maternity leave and on terms and conditions not less favourable than those which would have applied had she not been absent unless-

(a) that job has ceased to exist because of economic, technological or organizations reasons; or

(b) she is incapable of continuing to perform that job; or

(c) on grounds not related to the pregnancy or birth of the child and its consequences or nursing. The burden to prove that the reasons for termination or dismissal are unrelated to pregnancy or childbirth and its consequences or nursing shall rest with the employer.

(d) in either of the circumstances in paragraph (a) or (b), the employer shall take reasonable steps to find the female worker a suitable alternative job within the undertaking.

(6) If no suitable alternative job can be found in accordance with subsection 5(d) or if the female worker unreasonably refuses the offer of such a job, the employer shall be entitled to terminate her employment with notice, subject to the requirements of section (87) and (88) and to providing severance pay under section (83) of this Act.

(7) Where sickness arising out of pregnancy or during confinement, affecting either the mother or her baby, and making the mother’s return to work inadvisable, the right to return mentioned in subsection (5) shall be available within twenty weeks of the date of confinement or miscarriage.

(8) A female worker shall be entitled to the rights mentioned in subsections (1) and (3) after giving not less than seven days’ advance notice to her Employer of her intention to take maternity leave or such shorter period as is reasonable in the circumstances, and after giving not less than seven days’ notice of her intention to return to work.

(9) An employer shall not terminate or dismiss a female worker because of her absence from work on maternity leave.

(10) The notices referred to in subsection (6) shall be in writing if the Employer so requests.

**Request for pregnancy**

**test prohibited.** **78**(1) An employer is prohibited from requesting for pregnancy test or a certificate of such a test when female worker is applying for employment except where required for work that is-

(a) of high risk to the health of a pregnant woman; or

1. prohibited or restricted for pregnant or nursing women under an existing law or regulation.

**Night work**

**and overtime**

**by female worker. 79.** (1) a female worker may be employed during the night in any public or private industrial undertaking, or in any branch thereof, as long as her safety and security is guaranteed and not expose to dangerous working environment.

(2) Unless with her consent, no female worker shall be employed on night work during the period of ten weeks before and ten weeks after child birth, or during such additional period before or after childbirth in respect of which a medical certificate is produced by the woman stating that the additional period is necessary for the health of the mother or of the child. The Employer shall, where reasonably practicable, provide a transfer to day work for such a female worker during the additional period.

(3) No employer shall engage for overtime a pregnant female worker or a mother of a child of less than 8 months old.

(4) The pregnant female worker or the mother may present a written complaint to the Commission of Labour against an employer who contravenes subsection (1).

(5) The Commissioner of Labour shall investigate the complaint and its decision on the matter shall, subject to any other law, be final.

(6) For the purpose of this section “night work means all work which is performed between 8:00 o’clock in the evening and 6:00 o’clock in the morning.

(7). The Minister may, after consultation with the Joint Consultative Committee, by regulation, provide for exemptions from the scope of subsections (1) and (2) in the light of special circumstances.

**Protection of assignment**

**of pregnant women. 80. (1)** An employer shall not assign, whether permanently or temporarily, a pregnant woman worker to a post outside her place of residence after the completion of the fourth month of pregnancy, if the assignment, in the opinion of a medical practitioner or midwife, is detrimental to her health.

(2) The pregnant woman worker may present a written complaint to the Commission of Labour against the employer who contravenes subsection (1).

(3) The Commissioner of Labour shall investigate the complaint and its decision on the matter shall, subject to any other law, be final.

**Underground**

**mine work. 81.** Any worker above 18 years may be employed in or allowed to be for the purpose of employment in any mine below ground except were the contrary is expressly stated or prohibited to do so under certain circumstance under this Act or any other law.

**Paternity**

**leave. 82. (1)** For the purpose of this Act, a male worker may be entitled to 2 weeks paternity leave upon the birth of his child or as prescribed by collective agreement or other regulations.

(2) Upon the birth of his child, a male worker shall give one-week written notice to his employer of his intention to proceed on paternity leave

(3) Notwithstanding subsections (1) and (2), a male worker shall not be entitled to more than one paternity leave per year

(4) A male worker on paternity leave shall be entitled to full remuneration.

**Sick leave. 83. (1)** An Employer shall grant a worker, who is absent from work through sickness, sick leave or as prescribed by collective agreement or other regulations.

(2) For the Worker to be entitled to sick leave as stipulated in subsection (1), he shall-

1. notify or cause to be notified as soon as is reasonably practicable his employer of his absence and the reason for it; and

1. produce a written certificate signed by a registered medical practitioner or personnel certifying the Worker’s incapacity for work and duration of such incapacity.
2. An Employer may require that the certificate referred to in subsection (2) (b) be obtained from registered medical practitioner or personnel nominated by him, provided that in such a case the employer shall be responsible for any fees and transport costs payable in connection with the issuing of the certificate.

**PART IX - RISK ALLOWANCES AND END OF SERVICE ENTITLEMENTS**

**Risk allowances payable**

**to workers. 84. (1)** In addition to any allowances prescribed in this Act or any collective agreement of any trade group, the following allowances and any other allowance so prescribed be payable to a worker where applicable-

1. steam boiler watch keeping allowance;
2. night patrol allowance;
3. health/medical allowance;
4. cooking allowance;
5. cash handling allowance;
6. diving allowance;
7. relocation allowance;
8. travelling allowance;
9. night work allowance;
10. housing or rent allowance;
11. transport allowance;
12. out of station allowance;
13. fire fighting allowance;
14. waste collection allowance; and
15. Acting allowance.

(2) The Minister, in consultation with the Joint Consultative Committee, by regulation may prescribe standard allowances payable to workers for any of the above mentioned under section (1) and any other allowance so prescribed.

**Severance pay or**

**end of service**

**benefits 85. (1)** Any worker who has served the same employer in the public or private sector continuously for a period of one year or more and whose services are terminated for reasons other than gross misconduct, or any worker who retires, dies, resigns, shall be entitled to severance pay or end of service benefit as prescribed by collective agreements or other better terms.

(2) Subsection (1) shall not apply where the Worker is fairly dismissed with justification for committing any of the misconduct stated under section (93) subsection (3) of this Act during employment.

(3) Where the contract of employment is terminated by reason of the death of the Worker, the severance pay or end of service benefit shall be paid to the surviving spouse or children of the deceased Worker or, in the absence of such a spouse or children, to such other dependant, relative or guardian of a minor dependent relative.

(4) A complaint that severance pay or end of service benefit in respect of the preceding subsection has not been paid may be presented to the Commissioner of Labour who, if he finds the complaint to be well founded, shall make a declaration to that effect and order payment of the amount due.

(5) On the death, retirement, termination, resignation or redundancy of a worker, his end of service benefits shall be paid within a period of one month, and any Employer who fails to comply with this provision, commit an offence and shall be liable to a fine not less than twenty four months national minimum wage.

(6) An Employer may be allowed to make payment plan to the Commissioner of Labour or any authorised Labour Officer for the payment of end of service benefits to his former workers within the period specified under subsection (5) and that no payment plan for end of service benefits shall exceed two instalments.

(7) Any Employer, who fails to honour any payment plan made to the Commissioner of Labour or any authorised Labour Officer, commits an offence and shall be liable to a fine not less than twenty-four months national minimum wage.

**Employers may offer**

**better conditions**

**of service. 86.** Without prejudice to any provision in this Act, employers are at liberty, where they have the ability to do so, offer better terms and conditions than are provided for in this Act or any collective agreements or terms and conditions of employment or service in consultation with workers and their representatives**.**

**Redundancy. 87. (1)** When an employer contemplates the closing down, merging or the introduction of changes in production, programme, organisation, structure or technology of an undertaking that are likely to result to redundancy of employment of workers in the undertaking, the employer shall-

1. provide in writing to the Commissioner of Labour and the Trade Union concerned, not later than three months in confidence before the contemplated changes, all relevant information including the reasons for any termination, the number and categories of workers likely to be affected and the period within which any termination is to be carried out; and
2. consult the trade union or worker(s) concerned on measures to be taken to avert or minimize the number of workers to be terminated as well as measures to mitigate the adverse effects of any terminations on the workers concerned such as finding alternative employment.
3. the principle of "last in, first out" shall be adopted in the discharge of the particular category of workers affected, subject to all factors of relative merit, including skill, ability and reliability;
4. the employer shall use his best endeavours to negotiate redundancy payments to all discharged workers;
5. In the case of force majeure or an emergency situation arising out of a natural disaster or outbreak of diseases that may have severe negative impacts on the employer’s business and result to reduction in work force or closure of the business, the employer shall not pay redundancy compensation but shall pay end of service benefit and other entitlements that may due his workers;
6. This section shall not preclude employers to take cognisance of provisions prescribed in collective agreement or other better terms in respect of redundancy.

**Disciplinary**

**penalties. 88. (1)** An employer shall be entitled to impose a disciplinary penalty only when it is reasonable to do so in the particular circumstances.

(2) The question of what is reasonable shall be decided by considering -

1. nature of the neglect;
2. failure or alleged failure on the part of the worker;
3. the penalty imposed by the employer;
4. the procedure followed by the employer in imposing the penalty;
5. the actual amount of any damage incurred;
6. the previous conduct of the worker;
7. the personal circumstances of the worker;
8. the circumstances of the infringement itself;
9. The contents of the Code of Discipline as set out in the First Schedule to this Act.

(3) The employer should apply the reason for disciplinary action or termination consistently with the way in which it has been applied to other workers in the past, and consistently as between two or more workers who participate in the misconduct under consideration.

(4) For purposes connected with a worker’s employment, an infringement of disciplinary rules should be disregarded after the expiry of one year in which the worker has not committed any further disciplinary breach.

(5) A complaint that a disciplinary penalty is unreasonable or unjustified may be presented to the Commissioner of Labour.

(6) If the Commissioner of Labour finds that the complaint is well founded, he may make any of the following orders-

1. that the original penalty be revoked;
2. that the original penalty be revoked and replaced by another specified lesser penalty;
3. that the employers pay to the worker the Wages which would otherwise have been due for the period of suspension without pay; or
4. that the employer repay to the worker any time or monetary penalty imposed on the Worker.

(7) subject to subsection (6) (a) where a penalty has been revoked, no reference to it shall appear in the worker’s personal record. Where the penalty has been reduced, only the lesser penalty shall be noted in such record.

(8) The right of a worker to make a complaint under this section shall be without prejudice to any right a worker may enjoy under a collective agreement.

(9) Subject to subsection (6) the commissioner of Labour shall refer the matter to the Industrial Court if the employer fails to comply.

**Notice of**

**termination. 89.** (1) A contract without reference to limit of time may be terminated by either party upon giving one-month notice or pay one-month basic salary in lieu of notice

(2) The notice referred to in subsection (1) shall, except when given by a non-literate worker, be given in writing and shall be in a form and language that the worker to whom it relates can reasonably be expected to understand and the period of notice shall exclude the day on which the notice is given.

(3) Any agreement between the parties to exclude the operation of this section shall be of no effect but nothing in this section shall prevent-

1. the parties to a contract from agreeing to a longer period of notice of termination than is provided for in this section;
2. an employer waiving the right to receive notice on any occasion;
3. a worker from accepting payment in lieu of notice in accordance with section 88;
4. an Employer from declining to give notice of termination where the Worker is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Employer to continue the employment during the notice period;
5. a worker from declining to give notice of termination where the Employer’ conduct has made the continuation of the employment relationship unreasonable or intolerable; and
6. either party from otherwise terminating the contract for lawful cause in accordance with the provisions of this Act.

(4) Any outstanding period of annual leave to which a worker is entitled on the termination of his employment shall not be included in any period of notice to which he is entitled under this section.

**Payment in**

**lieu of Notice. 90. (1)** The employer may pay the worker in lieu of providingnotice of termination. In such a case, the worker shall be paid a sum equal to the wages and other accrued entitlement and the Employer shall confer on the worker all such other benefits that would have been owing or due to the worker up to the expiry of any notice of termination.

(2) Where the worker terminates the contract without notice in circumstances in which notice is required, and the employer has not waived the right to notice, the Worker shall be entitled only to be paid such Wages and other remuneration and to receive such other benefits as where accrued due at the date of termination.

**Collective**

**terminations. 91. (1)** When an employer contemplates terminations of not less than ten workers over a period of not more than 4 weeks for reasons of an economic, technological, structural or force majeure, he shall-

1. consult the affected workers on measures to be taken and reason for termination;
2. provide the representatives, if any, of the union or unions to which a collective bargaining certificate has been issued with relevant information, in good time, including the reasons for the terminations contemplated, the number and categories of Workers likely to be affected and the period over which the terminations are to be carried out;
3. give such representatives an opportunity for negotiation on measures to be taken to avert, minimise or mitigate the adverse effects of such terminations before any termination is undertaken;
4. notify the Commissioner of Labour in writing of the reasons for the terminations, the number and categories of workers likely to be affected and the period over which the terminations are intended to be carried out.

(2) For the purposes of subsection (1)(a), “good time” shall be a period of at least four weeks before the first of the terminations is to take effect, except where the Employer can show that it is not reasonably practicable to comply with such a time limit.

(3) A complaint may be referred to the Industrial Court by the Commissioner of Labour that the Employer has failed to comply with the provisions of this section.

(4) If the Industrial Court finds that the complaint is well founded, it shall grant an appropriate remedy.

**Fair termination of**

**employment. 92. (1)** A termination of a worker’s employment is fair if the contract of employment is terminated by the employer on any of the following grounds-

1. that the worker is incompetent in relation to the work for which the worker is employed;
2. the proven gross misconduct of the worker;
3. redundancy under section (85);
4. due to legal restriction imposed on the worker prohibiting the worker from performing the work for which he is employed.

(2) In deciding whether the Employer has shown that he acted in accordance with justice and equity for the purposes of this section to establish a potentially fair reason for termination, regard shall be had to the following matters-

1. the provisions of the Code of Discipline set out in the Schedule to this Act;
2. the procedures adopted by the Employer in reaching the decision to terminate, communicating the decision to the Worker, and dealing with any appeal against the decision;
3. the conduct and capability of the Worker up to the date of termination;
4. the extent to which the Employer has complied with any statutory requirements connected with the termination, including the issuing of a certificate under section (72) of this Act;
5. the extent to which the Employer consistently applied the reason for termination to other Workers in the past or as between two or more Workers who participated in the misconduct or showed similar lack of capability to that under consideration.

**Unfair termination**

**of employment 93. (1)** For the avoidance of doubt the following reasons do not constitute fair reasons for termination or for the imposition of a disciplinary penalty-

1. the fact that a worker took, or proposed to take, any leave to which he was entitled under a statute or an agreement or a contract;
2. a worker’s refusal or proposed refusal to join or withdraw from a union;
3. a worker’s initiation or proposed initiation of a complaint or other legal proceedings against his Employer, except where such conduct is, in the opinion of the Commissioner of Labour or Industrial Court, wholly irresponsible and without foundation;
4. a worker’s providing information or giving evidence or complying with a lawful requirement in respect of subsection (h);
5. a worker’s participation or proposed participation in a strike or other industrial action;
6. a worker’s organisation or proposed organisation of a strike or other industrial action; and
7. that the worker has joined, intends to join or has ceased to be a member of a trade union or intends to take part in the activities of a trade union;
8. that the worker seeks office as, or is acting or has acted in the capacity of, a workers’ representative;
9. that the worker has filed a complaint or participated in proceedings against the employer involving alleged violation of this Act or any other enactment;
10. the worker’s gender, race, colour, ethnicity, origin, religion, creed, social, political or economic status;
11. in the case of a woma worker, due to the pregnancy of the worker or the absence of the worker from work during maternity leave;
12. in the case of a worker with a disability, due to the worker’s disability;
13. that the worker is temporarily ill or injured and this is certified by a recognized medical practitioner or personnel;
14. that the worker does not possess the current level of qualification required in relation to the work for which the worker was employed which is different from the level of qualification required at the commencement of his employment; or
15. that the worker refused or indicated an intention to refuse to do any work normally done by a worker who at the time was taking part in a lawful strike unless the work is necessary to prevent actual danger to life, personal safety or health.

(2) Without limiting the provisions of section (1), a worker’s employment is deemed to be unfairly terminated if with or without notice to the employer, the worker terminates the contract of employment-

1. because of ill-treatment of the worker by the employer, having regard to the circumstances of the case; or
2. because the employer has failed to take action on repeated complaints of violence and sexual harassment of the worker at the work place.

(2) A termination may be unfair if the employer fails to prove that-

1. the reason for the termination is fair; or
2. the termination was made in accordance with a fair procedure of this Act.

**Justification for**

**termination. 94. (1)** In any claim arising out of termination it shall be for the employer to prove the reasons for the termination, and if the Employer fails to do so there shall be a conclusive presumption that the termination was unfair within the meaning of section (91).

(2) The reason or reasons for termination are those matters which the Employer at the time of termination genuinely believed to exist and which caused him to terminate the Worker.

(3) In deciding whether an Employer has satisfied this section the contents of any certificate such as is referred to in section (72) informing the Worker of the reasons for termination of employment shall be taken into account.

**Remedies for**

**unfair termination. 95. (1)** Any worker who claims that his employment has been unfairly terminated by the employer may present a complaint to the Commissioner of Labour.

(2) If upon investigation of the complaint, the Commissioner of Labour finds that the termination of the employment is unfair, he may-

1. order the employer to re-instate the worker from the date of the termination of employment;
2. order the employer to re-employ the worker, either in the work for which the worker was employed before the termination or in other reasonably suitable work on the same terms and conditions enjoyed by the worker before the termination; or
3. considers the termination to be an act of redundancy;
4. orders the employer to pay compensation of not less than twenty four months national minimum wage in addition to other entitlements to the worker.

(3) If the Employer fails to comply with any of the above, the Commissioner of Labour may refer the matter to the Industrial Court for adjudication.

**Summary dismissal**

**of employment 96. (1)** No employer shall summarily dismiss any worker either on fixed or open terms of employment unless it is proven that the worker has been guilty of gross breach of duty, gross misconduct or gross insubordination. Where this has not been proven, the dismissed worker shall be entitled to claim full remuneration.

(2) A summarily dismissed worker shall not be entitled to end of service benefit.

(3) The following conduct and violations shall be deemed to be gross breaches of duty, gross misconduct or gross insubordination and may dispense the employer from payment of end of service benefit for dismissal under the provisions of this Act-

1. theft or wilful damage to the property of the employer;
2. wilfully endangering the safety of the employer, a fellow worker or a member of the public;
3. any unprovoked assault by a worker upon his fellow worker or the employer or his agents;
4. if a worker commits a criminal offence against his employer or his employer's property;
5. If a worker is under the influence of alcohol or narcotics substance, when proven by a satisfied medical practitioner.

(4) Notwithstanding subsection (2) above, such matters shall not preclude a worker from disputing whether the facts giving rise to the same, or whether any other matters not mentioned in this section, constitute justifiable or lawful grounds for the dismissal.

**PART X - PROTECTION OF CHILD LABOUR**

**Child labour. 97. (1)** No child under the age of fifteen years shall be employed to perform work in any public or private industrial undertaking.

(2) No child under the age of eighteen years shall be employed to perform work underground in a mine.

(2) No child below the age of eighteen years shall be employed on night work or engaged for overtime work.

(3) No child under the age of eighteen years shall work or be employed to perform any work that is likely to jeopardise his health, safety, physical, mental, spiritual, moral or social development, or to interfere with his education.

(4) No Employer shall continue to employ such a child after being notified in writing by a Labour Officer that the employment or work is injurious to health, dangerous or otherwise unsuitable.

(5) The Employer shall keep a register of all children under the age of eighteen years employed by him and of the dates of their birth.

(6) The Employer shall keep, and make available to the Commissioner of Labour, records indicating, in respect of children who are employed to work underground, including the Mines, quarries and other works for the extraction of minerals from the earth, and who are under eighteen years of age-

1. the date of birth, duly certified wherever possible;
2. the date at which the person was employed or worked underground in the undertaking for the first time;
3. the nature of the person’s occupation; and
4. a certificate which attests fitness for employment but does not contain medical data

(7) The Employer shall make available upon request, lists of persons who are employed or work underground and who are eighteen years of age; and such lists shall contain the information stipulated in subsections (5) (a) to (d) of this section.

(8) The Minister shall, after consultation with the Joint Consultative Committee, by regulation, specify-

1. further restrictions or conditions applicable to work which a child over the age of 15 years and under the age of 18 years may perform;
2. a higher minimum age of employment than any of those specified in subsections (1), (2) or (3) of this section; and
3. the exclusion from the application of subsections (1), (2) or (3) of this section of limited categories of employment or work in respect of which special and substantial problems arise.

(9) Any arrangement or scheme employed on any firm or in any undertaking the object or effect of which is to compel children under the age of eighteen years to work for in the interests of the Employer shall be deemed to constitute forced labour contrary to Subsection (1) of Section (23) of this Act.

(10) Any person who employs a child or has a child perform work in breach of this section or any regulation made under it shall be guilty of an offence.

(11) In any court proceedings arising under this section, it shall be the duty of the defendant to prove that he reasonably believed the person not to be below the permitted age.

**Minimum age**

**for light Work. 98. (1)** The minimum age for the engagement of a child in light work shall be 15 years.

(2) Light work constitutes work which is not likely to be harmful to the health or development of the child and does not affect the child’s attendance at school or the capacity of the child to benefit from school work.

**Registration of**

**young person**

**in industrial**

**undertakings. 99.** (1)An employer in an industrial undertaking shall keep a register of young persons employed by him and of the dates of their births if known or of their apparent ages if their dates of birth are not known.

(2)An industrial undertaking is an undertaking other than one in commerce or agriculture and includes –

1. mines, quarries and other works for the extraction of minerals from the earth;
2. undertakings in which articles are manufactured, altered, cleaned, repaired, ornamented, finished, adopted for sale, broken up or demolished, or in which materials are transformed including undertakings engaged in ship building or in the generation, transformation or transmission of electricity or motive power of any kind;
3. undertakings engaged in the transport of passengers or goods by road or rail including the handling of goods at docks, quays, wharves, warehouses and airports.

**PART XI - INTERNSHIP, VOLUNTEERING, APPRENTICESHIP AND EMPLOYMENT OF PERSONS WITH DISABILITY**

**Working Conditions**

**for Interns 100**. (1) Interns who enter into an internship service may be required to work at most 8 hours per day, forty hours per week. However, an intern maybe required to work overtime if he consents to do so.

(2) An employer may give stipends or allowances to an intern depending on the circumstance.

**Working conditions**

**for volunteers.** **101. (1)** Volunteers may receive some form of stipend in kind, such as meal or transport or cash to cover out of pocket or living expenses incurred in connection with the voluntary work.

(2) Where stipend is given in cash, it shall not be above the existing national minimum wage during the period in which the work was undertaken. However, if it is equal to or higher than the existing national minimum wage, the work cannot be considered as unpaid work.

**Minimum age**

**for apprentice. 102.** The minimum age at which a child may commence an apprenticeship with Craftsman is 14 years or after completion of basic education.

**Responsibilities**

**of craftsman. 103.** The responsibilities of a craftsman towards an apprentice under his care shall be as follows to –

1. train and instruct the apprentice in a trade to the best of the ability, skill and knowledge of the craftsman and to the best ability of the apprentice or cause the apprentice to be trained in a trade under the supervision of the craftsman;
2. be responsible for any harm caused to the apprentice in the course of his training;
3. provide food for the apprentice unless otherwise agreed;
4. provide a safe and healthy environment for the apprentice;
5. be responsible for the moral training of the apprentice; and
6. protect the best interest of the apprentice generally.

**Apprenticeship**

**Agreement 104.** (1)The parent, guardian or relative of an apprentice shall enter into an apprenticeship agreement with the craftsman.

(2) The agreement shall be in accordance with the custom which pertains to the specific trade but shall not include the performance of any induction ceremony which may conflict with the rights of the child.

(3) The agreement shall contain such matters as may be agreed between the parties and may include –

1. provision that the parent, guardian or relative shall bear the cost of protective clothing and the basic tools for the training of the apprentice;
2. a duty that the craftsman is to provide shelter for the apprentice; and
3. a provision that the craftsman is to give the apprentice an allowance of not less than 50% of the minimum daily wage for his daily sustenance.

(4) The agreement shall be in writing and shall contain provisions in the best interest of the parties and the apprentice.

(5) Should either party to the agreement contravene its terms, the agreement shall immediately lapse unless there is a contrary intention in the agreement.

(6). The Apprenticeship Agreement referred to in this section must be submitted to the Ministry of Labour for vetting and attestation

**Duties of apprentice 105.** An apprentice shall diligently and faithfully obey and serve the craftsman and shall agree –

1. that he will not absent himself from the apprenticeship without permission;
2. to prevent any deliberate damage to the property of the craftsman; and
3. not to conceal any damage to the property of the craftsman.

**Release of Apprentice. 106. (1)** The conditions for the release of an apprentice upon the completion of his training shall not be exploitative and shall be in accordance with the best interest of the apprentice.

(2) The craftsman shall on completion of a period of apprenticeship issue a certificate of release to the apprentice which shall indicate that the apprentice has completed his training.

(3) If the craftsman refuses to issue the certificate of release without just cause he commits an offence and upon conviction, shall be liable to a fine not less six months national minimum wage.

**Medical examinations. 107. (1)** Before a person under the age of twenty one years may be employed or perform work underground or hazardous work, he shall undergo a medical examination for fitness for work, including an X-ray of the lungs medical examinations for fitness for work shall be conducted annually until the person reaches the age of twenty-one years; such examinations shall include an X-ray of the lungs when medically necessary.

(2) The Minister shall require other persons seeking employment in occupations at workplaces involving exposure to specified hazards to undergo medical examination prior to being engaged by an employer and at regular intervals thereafter.

(3) Where a medical examination is required under this section, it shall be carried out by a qualified medical practitioner and certified by a labour officer. No expense shall be involved for the person examined or his family.

**Employment of persons**

**with disability 108.** Disability in this Act means a physical, sensory, mental or other impairment which has a substantial long-term adverse effect on a person’sability to carry out normal day-to-day activities.

**Registration of**

**persons with disability 109. (1)** A person with disability may apply to the employment centre for registration.

(2) The Employment Centre shall upon registration of person with disability, issue the person a certificate of registration in a form determined by the Commissioner of Labour.

**Special incentives 110. (1)** Special incentives shall be provided to an employer who employs persons with disability and ensures that special facilities are made for persons with disability, in the form of tax deduction which will be determined by the Minister responsible for finance and the agency responsible for national revenue in line with the Disability Act 2011.

(2) Special incentives shall be given to a person with disability engaged in a business or enterprise in the form of tax reduction which will be determined by the Minister responsible for finance and the agency responsible for national revenue.

**Persons with disability**

**in public service posts. 111.** Persons with disability who enter the public service shall be appointed on the same terms as persons without disability, irrespective of whether they are allowed to work for fewer hours; and shall be classified in accordance with their previous period of qualifying service for the purposes of promotion and other public service awards.

**Employment not to**

**cease upon disablement. 112.** The employment of a person, who suffers disability after the employment, shall not cease if his residual capacity for work is such that he can be found employable in the same or some other corresponding job in the same undertaking, but if no such corresponding job can be found, the employment may be terminated by notice.

**Length of notice**

**of termination. 113.** The length of notice of termination required to be given inthe case of a person with disability shall not be less than two months.

**Transfer of persons**

**with disability. 114. (1)** A person with disability in employment may be transferred to another job within the same undertaking if the other job can be regarded in the light of all relevant circumstances as a corresponding job.

(2) The relevant circumstances in relation to a person with disability includes-

(a) the person’s qualifications;

(b) the person’s physical condition;

(c) the person’s place of residence; and

(d)whether the transfer may worsen the conditions in which the person entered the employment.

**Training for persons**

**with disability. 115.** Where it is necessary to train or retrain a person with disability to overcome any aspect of his disability in order to cope with any aspect of the person’s employment, the employer may provide or arrange at the employer’s expense the training or retraining for the person.

**Regulations for**

**special categories**

**of workers.** **116.** Without prejudice to the generality of the preceding sections of this Act, the Minister shall have power to make regulations governing the employment of women, disabled workers, apprentices, interns and such other categories of workers who in his opinion are in need of special protection under the law.

**PART XII- EMPLOYMENT CENTRES AND BASIC RECRUITMENT PROCESSES**

**Employment Centres 117** There shall be established employment centres within the Ministry or in such places as may be convenient at which jobseekers and workers may visit to register and make application for employment-

1. Issue labour cards; and
2. Unemployment Certificates.

**Regulation of**

**Private Employment**

**Agencies.** **118.** For the purposes of this section, the Minister may, after consultation with the Joint Consultative Committee, make rules and regulations for private employment agencies operating in Sierra Leone.

**Recruitment by**

**employers 119.**An employer may employ or recruit any person either through the employment centres or private employment agencies or by interview arising from advert or application received and if it is done through private employment agencies or otherwise, such employment shall be properly communicated with the Ministry responsible for labour to ensure compliance with the provisions of this Act and any other regulation so provide.

**Reward not to**

**be demanded**

**or accepted. 120.** No person shall demand or accept directly or indirectly from any person seeking employment, or from any person on his behalf, any money. Gift, or other consideration whatever for providing him with employment other than any fee which may be authorized by law

**PART XIII – REGULATIONS, PENALTIES AND REPEALS**

**Regulations. 121. (1)** The Minister may, by statutory instrument, make regulations for giving effect to this Act.

**Criminal liabilities. 122. (1)** Nothing in this Act and no imposition of a disciplinary penalty for a breach of the disciplinary code shall exempt any person from being proceeded against, convicted or punished for a criminal offence.

**Penalties. 123. (1)** The Minister may, after consultation with the Joint Consultative Committee, by statutory regulation, vary the financial penalties for the commission of any offence under this Act.

(2) Any person or employer, organisation, institution or business establishment who commits an offence in contravention of this Act for which no penalty is expressly stated shall be liable to a fine not less than five months national minimum wage. In the case of a second or subsequent offence against the same provision of this Act, the offender shall be subject to a fine not less than ten months national minimum wage.

(3) Where a person or employer, organisation, institution or business establishment acts in contravention of any provisions of this Act not specifically designated as an offence, the Commissioner of Labour may caution him in writing against repeating or continuing such behaviour. If, having received such written warning, the employer repeats the infringement; he commits an offence and upon conviction shall be liable to a fine not less than five months national minimum wage. In the case of a second or subsequent offence against the same provision of this Act, such employer shall be subject to a fine not less than ten months national minimum wage.

**Repeals. 124. (1)** The following enactments are hereby repealed-

1. Employers and Employed (Amendment) Act Cap. 212 of 1962;
2. The Registration of Employees Act, 1947 Cap. 213;
3. African Labourers short title (Employment at Sea) Act, 1937, Cap. 214;
4. The Recruitment of Workers 1941 Cap. 216;
5. The Employers and Employed Act, 1935, Cap 212;
6. Section 8 (h) of the Chiefdom Councils Act Cap. 61.

(2) Notwithstanding subsection (1), any rules regulations, orders, notices, prescription and other instruments or directives issued under the repealed Acts and in existence immediately before the commencement of this Act, shall continue in operation until their expiration or until their express repeal or revocation or cancellation.

(3) All investigations, prosecutions and other legal proceedings instituted or commenced under the repealed Acts and which have not been concluded before the commencement of this Act, shall be continued and concluded in all respects as if that Act had not been repealed.

**SCHEDULE (SECTION 86)**

**CODE OF PRACTICE ON DISCIPLINE**

**Disciplinary rules 1. (1)** All organisations/institutions or business establishments should have disciplinary rules, although the form and content of such rules may vary according to the size and nature of the organisation.

(2) Disciplinary rules should be in writing and be expressed in a manner and in a language which Workers may reasonably be expected to understand. They should be made available to every Worker and should be permanently and prominently displayed where they can be read by all Workers.

(3) Disciplinary rules should be non-discriminatory and applied irrespective of race, colour, national extraction or ethnic origin, social origin, religion, creed or political opinion, sex, marital status, family responsibilities, or disability.

(4) No disciplinary penalty or termination or dismissal should be imposed on a worker for taking part in the formation of any union or federation, being a member of any union, taking part in their lawful activities, holding office in such union or Federation, taking part in the election, being elected or being a candidate or acting in the capacity of such union or federation, or exercising any right conferred or recognized by this Act, or assisting any workeror representative to exercise such rights.

(5) No disciplinary penalty or termination should be imposed on any workerfor organising or participating in any strike that is lawful. Where a penalty or termination is imposed in respect of a strike or other industrial action which is unlawful, the employer should act consistently as between two or more Workers who organise or participate in the strike or other industrial action.

(6) No disciplinary penalty should be imposed on any workerwho refuses to do any work normally done by a worker or workers who are on a lawful strike, unless such work must be done to prevent actual danger to life, health, or personal safety.

(7) Where there is a union recognized as bargaining agent, the employer should observe the terms of any collective agreement relating to discipline or termination, or, in the absence of such an agreement, should consult with the Commissioner of Labour or any authorised Labour Officer before imposing any disciplinary penalty or termination on a worker.

(8) Employers should keep records specifying the nature of any disciplinary offences, the actions taken and the reasons for such actions, the lodging of an appeal, and any further developments.

(9) Disciplinary rules should clearly indicate-

1. the Workers to whom they apply;
2. the circumstances in which the rules will apply;
3. the content of the rules;
4. the penalties for infringement of the rules, and the consequences of future infringements of the rules.

(10) Disciplinary rules should inform workers of their rights when accused of infringements and of the procedures that will be followed in investigating and dealing with complaints. In particular, they should ensure that a worker faced with disciplinary action is-

1. fully aware of any complaints made against him and of the nature and consequences of any proceedings taken against him;
2. fully aware of the form which the disciplinary proceedings will take, including the possibility of appeals and the penalties which may be imposed if the allegations are found to be well founded;
3. given a reasonable length of time in which to prepare any representations he may wish to make in answer to the allegations, or in explanation of his behaviour;
4. given a reasonable opportunity to state his case, either personally or through a workers’ Committee representative, an official of the recognized union or a fellow worker.

(11) In workplaces where there are a number of levels of supervision and management, disciplinary rules should make clear what level of management is authorised to initiate and implement particular disciplinary action or termination/dismissal.

**Disciplinary**

**procedures. 2 (1)** Disciplinary procedures should be implemented without unnecessary delay, as soon as the Employer has decided, after proper investigation, that they are warranted in the circumstances of the case.

(2) When a decision to implement a disciplinary procedure is taken, an Employer should, at the first opportunity-

1. inform in writing, the Worker of what is happening, in a form and a language which he can reasonably be expected to understand;
2. remind the Worker of his rights to prepare and state his case and appeal against any decision

(3) For a first infringement (for example late arrival for work, unauthorised absence from work, or failure to apply himself or herself properly to his duties), a worker against whom it is decided to take disciplinary actions should receive a written warning after a written query.

(4) Where a decision to terminate is taken, such termination should generally be with notice or Wages in lieu of notice. Termination without notice should be reserved only for gross misconduct.