

## **FIFTH SCHEDULE**

### **1. JOINT INDUSTRIAL COUNCIL AGREEMENT FOR ARTISANS AND GENERAL WORKERS**

#### **CONDITIONS OF EMPLOYMENT**

##### **Hours of Work**

1. Except as otherwise hereinafter provided in this Agreement the normal hours of work of Artisan and General Workers shall not exceed forty-two hours a week of eight hours per day (Monday to Thursday), and five hours per day on (Friday and Saturday):

Provided that in the case of hospitals' laundresses and orderlies, the maximum hours of work shall be forty-four hours per week respectively, and in the case of watchmen generally the working day or night shall consist of a maximum of twelve hours, inclusive of Saturday and Sunday.

##### **Guaranteed day**

2. Every employer shall, in respect of everyday pay to every employee in his employment to whom this Agreement applies sum which is not less than the daily wage normally payable to the worker, provided that during the whole of the working hours of day, the employee is,

- (a) capable of and available for work;
- (b) willing to perform any service outside his or her usual occupation which in the circumstance he can reasonably be asked to perform during any period when work is not available for him or her in his or her usual occupation.

Notwithstanding the above provision an employer shall not except as provided, be obliged to pay wage to any worker who does not present himself for work on any day.

For the purpose of this part, the expression "normal working hours" means the number of hours exclusive of overtime ordinarily worked by the employee concerned and the expression "daily wage" means the rate payable to the employee in accordance with his or her normal working hours exclusive of overtime.

**JOINT INDUSTRIAL COUNCIL AGREEMENT FOR COMMERCE**

**CONDITIONS OF EMPLOYMENT**

**Hours of Work**

3. The normal working week shall consist of forty-eight hours spread over six days from (Monday to Saturday) to provide for a maximum of eight hours on a longer working day and not more than five hours on a shorter working day:

Provided that the maximum hours of work per week for worker in the petroleum industry connected with the supply of fuel to Airport shall be forty-four hours with a maximum of not more than eight hours in any normal working day and not more than five hours in a shorter working day:

Provided further, also that the working week spread over six days for all employees employed in hotels, catering establishments, bakeries, oil mill and factories shall consist of a maximum of forty- eight hours with not more than eight hours each day.

In the case of watchmen generally, the working day or night shall consist of a maximum of twelve hours inclusive of Saturdays and Sundays.

**Guaranteed Day**

4. Every employer shall, in respect of every day, pay to every employee in his or her , or its employment to whom this Agreement applies, a sum which is not less than the daily wage normally payable to the employee, provided that during the whole of the normal working hours of that day, the employee is-

(a) capable of and available for work, and

(b) willing to perform any service outside his or her usual occupation which in the circumstances he or she can reasonably be asked to perform during any period when work is not available for his in his usual occupation.

Notwithstanding the above provision, an employer shall not, except as provided for under normal leave or sick leave or sick leave with pay, be obliged to pay any employee who performs no work whatsoever on any day. For the purpose of this paragraph the expression “normal working hours”- means the number of hours prescribed by this Council excluding overtime ordinarily worked by the worker concerned, and the expression “daily wage” means the rate payable to a worker in accordance with this Part.

### **Overtime**

(1) Overtime rates shall be payable as follows in respect of time worked on any day in excess of the normal number of hours;

- (a) on any day other than Sundays and Statutory Public Holidays - Time and a half.
- (b) on any Sunday (being a normal rest day) - Double time.
- (c) on Statutory Public Holidays – “Double time” is the worker’s normal rate of pay divided by the number for purposes of this Part, “Time” means the worker’s normal hours of work per day.

provided that watchmen shall receive an extra day’s pay for any public holiday worked but not for a Sunday.

(2) For the purpose of calculating the overtime payable, the time rate of any employed person shall be calculated as an hourly rate and shall be equal to:

$$\frac{A \times B}{C}$$

Where ‘A’ is the number of working days in a week, ‘B’ is the daily rate of wages of the employed person and ‘C’ is the maximum hours of work prescribed in this Agreement:

Provided that the overtime payment to a watchman and gate man shall be maximum weekly hours of work calculated at a minimum hourly rate of ..... such that;

- (a) The time and a half overtime on a day, including Sundays shall not be less than, and .....
- (b) Double time payment on public holidays not less than,.....
- (c) On any occasion when it is necessary to reduce a monthly rate to a daily rate for the purpose of calculating overtime payment, the daily rate shall be calculated as one twenty- sixth (1/26) of the corresponding monthly rate.

The Statutory Public Holidays are those declared under the Public Holidays Act and such holidays that the Government any from time to time declare to be public holidays.

The overtime rates of watchmen shall be as follows:-

- (i) on any day including Sunday-time and a Half
- (ii) on Public Holidays-Double time.

Annual Leave entitlement with the same employer shall be as follows:

1-3 years service- 14 working days.

Over 3-7 years service- 21 working days.

Over 7 years – 30 working days.

Provided that in the case of a worker whose service is terminated through no fault of his or her own before the expiry of twelve months qualifying service and provided he or she has completed at least six months he or she shall be entitled of proportionate leave with full pay in respect of the service he has completed.

Further, where, owing to the exigencies of an establishment or with the approval of an employer, an employee's leave is deferred, he or she shall be granted proportionate leave for period during which his leave is so deferred.

In the case of a monthly paid worker who absents himself or herself from work on more than ten days annually without permission or, in the case of absence due to sickness without producing a medical certificate of incapacity, shall forfeit one day of the annual leave with pay for each day on which he or she is so absent from work.

#### **Allowance of Travelling Time to Workers Proceeding and Returning from Vacation Leave**

An employee stationed away from his home will be allowed reasonable time up to a maximum of two days each way from the journey to and from his home in addition to his leave. If he does not spend his leave at his home any time spent in travelling will be counted as part of his leave.

Provided that where an employer is satisfied that an employee who is serving in Banjul or Kombo Saint Mary or in the Provinces was born in the Provinces or in Banjul or Kombo Saint Mary and his family and relatives are still residing in the Provinces or in Banjul or Kombo Saint Mary as the case may be, he may be regarded as being stationed away from his home.

Where an employee who has travelled from his home town to another area simply with the object of finding work and has not been in that area long enough to be regarded as permanently settled there he would be eligible for such travelling time to his or her home town.

If it is established that an employee was at the time of his or her appointment resident in the area in which he was employed other than temporarily for the purpose of education or finding employment he or she shall not receive such additional travel leave.

Permanent settlement in a particular area shall be construed to mean three years residential qualification.

### **Sick Leave with Pay**

Each worker to whom this Agreement applies shall, after qualifying period of twelve months' service, be allowed sick leave with pay in any period of twelve months, as follows:-

- (i) one year and over continuous but less than three years service - fourteen working days leave on a full pay,
- (ii) three years' continuous service but not less than five years service- twenty-eight working days' leave on full pay,
- (iii) five years' continuous service but not less than ten years service- forty-two working days leave on full pay,
- (iv) ten years' service or more sixty-three working days' leave on full pay.

In every case the claim for sick leave with pay must be supported by a medical certificate issued by a qualified Medical Doctor, or, in places where there is no qualified Medical Doctor, by certificate issued by a State Registered Nurse, Qualified Dresser/Dispenser, or a Qualified Nurse/Midwife.

The rate of wages and conditions of employment set out in the Agreement are minimum and do not prevent the payment of higher rates of wages or the operation of better conditions of employment provided that:

- (i) nothing in this Agreement shall be taken to prejudice any employee who may, at the date of operation thereof, be receiving higher wage or working under more favourable conditions;
- (ii) in this and any subsequent agreement any improved conditions or differential in wage rates negotiated by this Council shall be made applicable to all workers over and above the basic terms and conditions they already enjoy.

### **Change of Trade or Occupation**

9. No worker who holds a test certificate shall be engaged in or transferred to any other trade specified by this Council at lower rate of wages; than the rate to which such certificate entitled him unless the employer shall have first consulted the Chairman or Secretary of his Council who would in turn consult the appropriate trade union representative. Where a trade test certificate holder decides to accept an occupation

which carries a lower remuneration, he or she shall be permitted to do so provided the Labour Department is so informed.

### **Notice of Termination of Employment**

10. A contract of service wherein no agreement is expressed respecting its duration not being a contract to perform some specific work without reference to time, shall be terminable by either party-

- (a) when the worker is engaged at a monthly wage, at the expiration of one month's notice which may be given at any time;
- (b) when the worker is engaged at a weekly or fortnightly wage, at the expiration of a week's or fortnight's notice respectively, which may be given at any time;
- (c) when a worker is engaged on daily wage whether daily paid or at the expiration of the following notices:
  - (i) under one month's continuous service-one days' notice;
  - (ii) over one month and under one year's continuous service-seven days notice;
  - (iii) over one year and under three year's continuous service- ten days ' notice;
  - (iv) over three years' and under five years' continuous service- twenty-one days' notice;

Over five years' continuous service –twenty-eight days' notice.

Notice of termination to a casual worker employed for one day shall be presumed to commence at the time of engagement and an employer can terminate the engagement of the worker at the close of the day or at any time during the day.

## **JOINT INDUSTRIAL COUNCIL FOR TRANSPORT**

### **CONDITIONS OF EMPLOYMENT**

#### **Hours of Work**

11. Except as otherwise hereafter provided, the maximum hours of work per week of six normal working days shall be forty- two hours for transport workers in general.

Provided that there shall be no fixed hours of work for workers employed in cutters, lighters and tugs whose operation is conditioned by the influence of wind and tide. Other types of floating staff, that is workers employed in machine driven vessels, shall be conditioned to a maximum of forty-eight hours a week.

Provided further that transit drivers shall work a maximum of forty- eight hours a week and not more than ten hours a day.

And provided further that the provisions of this PART should not apply to a taxi driver.

In the case of watchmen generally, the working day or night shall consist of a maximum of twelve hours, inclusive of Saturday and Sunday.

### **Guaranteed Day**

Every employer shall, in respect of every day, pay to every worker in his employment to whom this agreement applies, a sum which is not less than daily wage normally payable to the worker, provided that during the whole of the normal working hours of that day, the worker is:

- (a) capable of and available for work and,
- (b) willing to perform any service outside his or her normal occupation which in the circumstances he or she can reasonably be asked to perform during any period when work is not available for him or her in his or her usual occupation.

Notwithstanding the above provision, an employer shall not, except as provided for under normal leave or sick leave with pay, be obliged to pay wages to any worker who performs no work whatsoever on any day. For the purpose of this paragraph the expression “normal working hours” means the number of hours prescribed by this council excluding overtime ordinarily worked by the worker concerned, and the expression “daily wage” means the rate payable to a worker.

### **13. Gratuity**

<b>Length of Service Number of years</b>	<b>Month</b>	<b>Days</b>	
5-7	2	-	salary
8	2	4	Salary
9	2	8	Salary
10	2	13	Salary
11	3	0	Salary
12	3	13	Salary
13	4	0	Salary
14	4	13	Salary
15	5	0	Salary
16	5	13	Salary
17	6	0	Salary
18	6	13	Salary
19	7	0	Salary
20	7	13	Salary

21	8	0	Salary
22	8	13	Salary
23	9	0	Salary
24	9	13	Salary
25	10	0	Salary
26	10	13	Salary
27	11	0	Salary
28	11	13	Salary
29	12	0	Salary
30	12	13	Salary
31	13	0	Salary
32	13	13	Salary
33	14	0	Salary
34	14	13	Salary
35	15	0	Salary
36	15	13	Salary
37	16	0	salary

that-

1. Such gratuity is payable only to permanent no- pensionable employee whose service is terminated by the employer of to him who leaves on his own accord.
  - (a) having attained the age of fifty-five years, or
  - (b) having attained the of fifty years and having completed twenty years” service
2. The term service excludes all services rendered when the employee was under eighteen years of age.
3. If an employee’s service is terminated as a result of a court conviction for a criminal offence of a breach of the employer’s recognized terms of services, no gratuity will be paid.
4. No contribution is required by the employee towards the scheme.
5. If an employee ‘s service is terminated by death, the gratuity which might have been payable to him will be payable to his legally appointed representative. No payment shall be made except as a result of a Court if there is no will and there is no legally appointed representative.
6. In the calculation of gratuities, a months’ pay will be taken as the employee’s current daily rate of pay multiplied by 26. In the case of a monthly paid worker, it will be taken as the monthly rate of pay.
7. A complete half years’ service and over will be taken as a complete year. There will be



no fractionating otherwise.

8. The agreement will not abrogate any other Agreement or Terms of Service, already in existence, which provides for higher or better rate of gratuity.

9. "Salary" refers to basic salary and does not include cost of living allowance or any other allowance.