

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

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

SEPTEMBER 2022

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ARTICLE 1 (ONE) - PREAMBLE

1. PREAMBLE

- 1.1. The Mining Companies (hereinafter referred to as the "**Companies**") that are party to this agreement recognise the United Mine Workers' Union of Sierra Leone (hereinafter referred to as the "**Union**") as the holder of the Collective Bargaining Certificate (Bargaining Certificate No.1) issued by the Ministry of Labour and Social Security under the Regulation of the Wages and Industrial Relations Act 1971; as the sole negotiating body representing **employees below supervisory level** (hereinafter referred to as the "**Employee**" or "**Employees**") in the Mining Companies.
- 1.2. The Union recognises the rights of the Companies to manage and operate their businesses in accordance with the decisions of their Board of Directors, their individual Company policies and the relevant Sierra Leone Laws and Regulations.
- 1.3. The purpose of this agreement is to maintain a harmonious and beneficial relationship between the Companies and the Union representing Employees below supervisory level (as defined in Article 1.10).
- 1.4. This agreement shall be known as a "**Collective Bargaining Agreement**" (hereinafter referred to as the "**CBA**" or "**Agreement**") between the Companies and the Union hereinafter separately referred as Party and collectively as the Parties.
- 1.5. This CBA contains terms and conditions of employment that govern Employees as defined below and shall be incorporated in the Company's employment handbook as terms and conditions of service and shall be issued to every Employee at the expense of the Company.
- 1.6. The Parties to this Agreement share a desire to improve the quality and safety of Employees and to promote the wellbeing and increase efficiency and efficacy of the same.
- 1.7. The Union recognises the right of the Companies to manage and run their operations in such a manner that will enable them to uphold and maintain law and order; promote health and safety and operate in an economically effective and efficient, prudent and viable manner.
- 1.8. The Union recognises and agrees that membership of the Union is and shall be voluntary with no intimidation from Union on Employees.
- 1.9. This Agreement is established within the framework provided by The Regulation of Wages and Industrial Relations Act, 1971 and as will be amended from time to time.
- 1.10. This Agreement shall apply to Employees below supervisory level in mining Companies that are Party to this Agreement.

ARTICLE 2 (TWO) - DURATION OF THE AGREEMENT

2. DURATION OF THE AGREEMENT

- 2.1. This Agreement shall be effective from the 1st of October 2022 and shall remain in force for a period of three (3) years or until a new Collective Bargaining Agreement is signed.
- 2.2. The Trade Group Council shall meet in the first week in September 2025 to negotiate terms and conditions for a new Collective Bargaining Agreement which shall come into force immediately on the expiry of the current Agreement on the 30th September 2025 or on any other date as agreed by the Parties to the agreement.

ARTICLE 3 (THREE) - BETTER TERMS AND CONDITIONS OF EMPLOYMENT

3. BETTER TERMS AND CONDITIONS OF EMPLOYMENT

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

ARTICLE 4 (FOUR) - INTERPRETATION AND DEFINITIONS

4. INTERPRETATION AND DEFINITIONS

In this CBA unless the context otherwise requires:

“Companies” means mining companies that have been granted a mining related licence from the Government of Sierra Leone and/or any of their agencies.

“United Mineworkers Union of Sierra Leone” means the legal representative body of the Employees.

“Employee(s)” means an employed person below supervisory level who does not have authority on behalf of the Company to hire, transfer, suspend, lay-off, recall, promote, discharge, reward or discipline other Employees or the responsibility to address their grievances.

“Shop steward (s)” means appointed/elected employees of the union who shall assist the branch officers with the daily functions of the Union.

“Supervisor” means an employed person having authority in the interest of the employer to recommend, hire, transfer, suspension, lay-off, recall, promotion, discharge, reward or discipline of other Employees and having the responsibility to address their grievances; or

effectively recommend such action if the exercise of such authority is not of merely routine nature but who is not covered under this Agreement.

“Year of Service” means the anniversary of the engagement or re-classification of a particular Employee.

“Member(s)” employees who are members of the Union.

“Mining Operations” means operations as defined in the Mines and Minerals Development Act, 2022.

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

- 4.1. Union activities means meetings, engagements and all such sanctioned by the Union
- 4.2. Throughout this Agreement “he” may be read as “she” and “his” as “her”.

ARTICLE 5 (FIVE) - RIGHTS AND RESPONSIBILITIES OF THE COMPANY

5. RIGHTS AND RESPONSIBILITIES OF THE COMPANY

- 5.1. The Union also recognises the right of the Companies to operate and manage their business in all respects, maintain order and efficiency. Without restricting the generality of the foregoing, the following are examples of the sole and exclusive rights of the Companies:
 - a. to determine the number, location and types of its mining operations;
 - b. to determine the schedule of its mining operations;
 - c. to determine the methods used;
 - d. to determine the processes;
 - e. to determine their sources;
 - f. to determine employment procedure in mining operations and;
 - g. to determine salary and grading structure.
- 5.2. The Companies also have the right to determine and alter from time to time rules and regulations observed by its Employees, provided that such rules and regulations do not conflict with this Agreement, or any employment laws and regulations.
- 5.3. At the request of the Union, Companies shall accord, certain facilities for the normal operations of the Union and for the protection of its members’ interests in matters concerning their remuneration, terms and conditions of employment, and in the presentation and representation of grievances at the appropriate stage.
- 5.4. The Companies favor participation by Employees in Trade Union Education Programmes, which are likely to contribute to the maintenance of harmonious relations between the Companies and the Union.
- 5.5. The Companies operate the “check off” in accordance with the terms set out in the Regulation of Wages and Industrial Relations Act 1971, to enable Union members who

wish to do so, to pay Union subscriptions by means of monthly deductions from their wages/salaries and which are then remitted directly to the bank account of the Union.

- 5.6. The deduction of monthly contributions will be dependent on the Employees voluntarily signing a check-off form previously agreed upon between the Companies and the Union.
- 5.7. Whenever there is an increase in the Union dues it shall not be necessary for the Employees who are still members of the Union to complete a new Check off Authorisation. A letter from the Union shall suffice. Employees reserve a right to withdraw their Union membership at any time, which notification to be issued to the Union in writing.

ARTICLE 6 (SIX) - RIGHTS AND RESPONSIBILITIES OF THE UNION

6. RIGHTS AND RESPONSIBILITIES OF THE UNION

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

- 6.1. Represent Union members within the established bargaining unit;
- 6.2. Negotiate and hold consultative discussions as established by the Mining Trade Group Negotiating Council;
- 6.3. Make representation on questions of interpretation of this CBA, Companies /Union Side Agreements and Regulation of Wages and the Industrial Relations Act 1971;
- 6.4. Assist with the implementation of the CBA and to represent the Employees covered under this CBA within the established bargaining unit, and the smooth running of the workforce in the Company;
- 6.5. Earnestly assist with implementation of this CBA and Regulations of Wages and the Industrial Relations Act 1971 published from time to time in the interest of safety of life and property;
- 6.6. Endeavour to contribute towards the assurance of continuous progress in operations, constant service and to make effort to educate the Employees to accept industrial and collective responsibility;
- 6.7. Endeavour to explore avenues to promote the welfare of its members and to improve their standard of living;
- 6.8. It is agreed that neither the shop stewards of the Union or Company Employees shall engage in any Union activity in Company's time or at places of work without prior forty-eight (48) hours' written notification for approval of the Company but such approval shall not be unreasonably withheld.

- 6.9. The Union shall represent the interest of its members to the Companies when hardship or other adverse circumstances affecting members are foreseen.
- 6.10. The Union shall recognise Employees as voluntary members of the Union, subject to provisions of this agreement and the Regulation of Wages and Industrial Relations Act of 1971.
- 6.11. The Union shall liaise with the Human Resource Department of the various Companies on any issue that may directly affect the Company and or the Union branch officials.
- 6.12. It is agreed that workers who are non-members but enjoy the benefits of the Mining Trade Group Negotiating Council Agreement, shall pay a Service Charge to the Union. The mode of payment shall be agreed between the Union and the Employee and Management shall be duly informed.

ARTICLE 7 (SEVEN) - UNION MEETINGS

7. UNION MEETINGS

- 7.1. When the Union wishes to hold meetings of its members within Company premises, the Union shall give management of the Company forty-eight (48) hours' prior written notice of its intention to visit the Company's premises on each session and will require the consent of the Company on each and every occasion in writing.
- 7.2. Meetings shall be held outside the Company's working hours or shift working hours and any such meetings shall not interfere with the working hours of the Employees (including employees subject to this Agreement).
- 7.3. When the Union finds it necessary for certain Trade Union Officials or Delegates to attend Executive Council meetings and delegates conferences, the Secretary General shall request the Company's management to release the elected members of the Union to be absent from duty with full pay in writing forty-eight (48) hours prior the event and obtain a written consent of the Company.
- 7.4. Where the Union wishes to convene an Executive meeting during working hours, forty-eight (48) hours prior permission from the Company must be sought in writing and duly obtained so that the executive members concerned shall be released for that purpose.
- 7.5. Subject to Article 7.4, the Company may, after consultation with the Union, refuse to release Employees to attend Union meetings on grounds of operational requirements.

ARTICLE 8 (EIGHT) - CATEGORIES OF EMPLOYEES

8. CATEGORIES OF EMPLOYEES

- 8.1. An Employee for the purpose of this CBA is an employee below supervisory level engaged by the Company.

- 8.2. A Casual worker is an individual engaged by the Company through temporal contract with continuous uninterrupted duration not exceeding three (3) calendar months. If the duration of the job or work exceeds a continuous period of six (6) months, such casual worker shall be entitled to permanent employment. Facilities such as a daily lunch meal (or equivalent lunch meal allowance) and onsite medical shall be provided to Casual workers if they have reported to work and there is a medical emergency or issue resulting to inability to perform their duties. The Union may conclude side agreements with individual Companies for other allowances due to Casual workers.
- 8.3. A Fixed-term Employee is an individual engaged by the Company by a contract on a temporal with continuous uninterrupted duration not exceeding twenty-four (24) months.

ARTICLE 9 (NINE) - DISCRIMINATION

9. DISCRIMINATION

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

ARTICLE 10 (TEN) - CONDITIONS OF ENGAGEMENT

10. CONDITIONS OF ENGAGEMENT

- 10.1. New Engagements:
- a. all permanent employees below supervisory level employed by the Company, shall be engaged in accordance with the terms of this CBA and the Labour Laws of Sierra Leone;
 - b. employment with the Companies is subject to the applicant completing interviews or aptitude tests or any other acceptable methodology (oral, written tests, psychological etc.) used by the Company to determine the applicant's suitability;
 - c. in addition to the foregoing, the employment of vehicle or earthmoving drivers or operators are subject to the passing of the Companies' driving test and must be in possession of the correct classified driver's license issued by the Sierra Leone Road Safety Authority, or any other statutory body having power to issue such licenses;
 - d. in addition, any applicant for employment such as drivers or operators of specialized machinery or equipment must also pass the Company's test on the appropriate equipment or machinery, including, at the Company's discretion an operating test on such equipment;

- e. all prospective Employees will be required to pass the Company's medical examination conducted by the Company's approved medical practitioner before engagement;
- f. all prospective Employees are required to submit to the Company information and personal details required for employment and record purposes;
- g. during employment the Employee is obligated to advise the Human Resource Department of the Company of any changes in his personal circumstances;
- h. during the course of his employment, the Employee shall devote his time and ability to the service of the Company;
- i. the Employee is required to furnish the Company with details of his National Social Security and Insurance Trust number if he is a registered member and any such personal details reasonably required for the Company to comply with statutory requirements.

10.2. Probationary Period (for all Employees except Casual workers)

- a. Subject to Article 10.2 (e), all Employees covered under this Agreement shall serve a probationary period of three (3) calendar months. This probation may be extended in writing for a further three (3) calendar months where required in consultation with the Union;
- b. On completion of the probationary period, the Employee and the Company will fill out a probationary performance document advising the Employee of their status.
- c. If an Employee completes the period of probation to the Company's satisfaction, the Company shall confirm the employment of the Employee in writing;
- d. Subject to Article 10.2 (c) above, Employees engaged as apprentice or trainees for whom the probation period is longer than the normal three (3) months shall remain on probation to the end of the training period and be subjected to the same terms as provided for under Article 10.2 (c) above;
- e. Either party (Employee and/or Company) during the probationary period and/or training (including learner ship periods) will terminate employment agreement by giving the following notice periods or payment in lieu thereof, based on the duration of served probationary period:
 - i. Zero (0) to three (3) months: one (1) weeks' notice or payment in lieu of such notice;
 - ii. Three (3) to six (6) months: three (3) weeks' notice or payment in lieu of such notice.
 - iii. Above six (6) months, the provisions in Article 24.1 shall apply.

10.3. At the the satisfactory completion of the probationary period the Company shall in writing confirm the employment of the employee.

10.4. Transfer

- a. Where the Company decides to transfer an Employee from one mine to another mine or administrative site, transfer notice shall be issued to the Employee in writing and a relocation allowance of NLe 2,000 (Two Thousand New Leones) shall be given to the Employee, if the transfer is in a radius greater than ninety (90) km from the Company's main operations area;
- b. If an Employee is transferred from one section to another within the Company, the affected Employee shall not be entitled to any allowance.

10.5. Promotions

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

10.6. Underground Mining

Those employers who are operating a side agreement for underground mining shall continue to discuss with the Union in conjunction with the state authorities and the employers to review their underground operational activities.

ARTICLE 11 (ELEVEN) - WORKING HOURS

11. WORKING HOURS

11.1. Hours of work

- a. Except for Employees working on shift, Employees working on special schedules, permanent directly employed security personnel and watchmen, the hours of work for Employee shall be forty-four (44) hours a week and shall be as follows:

Monday to Friday	8 Hours
Saturday	4 Hours

If for operational demands Employees are requested to work on Saturday in excess of four (4) hours, it shall be one and a half timing for each hour worked as overtime.

If for operational demands Employees are requested to work on Sunday and/or Public Holiday, it shall be double timing for each hour worked as overtime.

11.2. Shift Hours

- a. Shifts may be worked in variety of schedules. Shift work patterns will be agreed between the Company and Union on an individual site basis;
- b. At changes of shift, duties shall be handed over at the workplace and a shift Employee shall not leave his job and place of work at the end of the shift until he is properly relieved, or until authorized by his Supervisor to do so;

- c. Permanent directly employed security personnel and watchmen shall work officially for twelve (12) hours six (6) days a week and any additional hours worked shall be paid as normal overtime.
- d. When or where the operational requirements of the Company require changes in hours of work, the Company will inform the Union before such changes are implemented so that the Union will have the opportunity of making representation in the interest of its members.

ARTICLE 12 (TWELVE) - UNAUTHORISED ABSENCE FROM WORK

12. UNAUTHORISED ABSENCE FROM WORK

- 12.1. An Employee should not absent himself from work without authorization unless a medical certificate is submitted from a Company approved medical practitioner.
- 12.2. Failure to submit a medical certificate may result in a disciplinary action for Employee.
- 12.3. If the outcome of the disciplinary procedures determines that the Employee has a valid reason for his absence, the reason will be presented to Company Management for consideration.
- 12.4. The Employee shall not receive any pay for the days he is absent without permission or reasonable excuse. If the Employee is absent without reasonable excuse for continuous ten (10) days, the Employee shall be subject to disciplinary measures which may lead to termination from the Company effective from eleventh (11th) day of continuous absence and the days absent shall be unpaid.

ARTICLE 13 (THIRTEEN) - OVERTIME

13. OVERTIME

- 13.1. Both the Company and the Union recognize the need to keep overtime to a minimum.
- 13.2. An Employee shall not refuse to work overtime when a breakdown or essential repair work, accident or emergency necessitates overtime.
- 13.3. Overtime shall be paid to Employee for work in excess of normal working hours.
- 13.4. Authorized overtime is payable to Employees, except those on rotational shift and except directly employed permanent security personnel and watchmen, as follows:

Monday to Friday - for work in excess of 8 hours per day	Hourly rate x 1.5
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Saturday - for work in excess of 4 hours	Hourly rate x 1.5
Sunday, Public Holidays	Hourly rate x 2

13.5. Authorized overtime is payable to directly employed permanent security personnel and watchmen as follows:

For work in excess of 12 hours per day on Rostered Work days	Hourly rate x 1.5
For work done on Rest Days	Hourly rate x 2
Paid Public Holidays	Hourly rate x 2

13.6. Authorized overtime is payable to those Employees on rotational shift as follows:

For work in excess of shift hours on Rostered Work Days	Hourly rate x 1.5
For work done on Rest Days	Hourly rate x 2
Public Holidays	Hourly rate x 2

13.7. Payment of overtime worked shall not affect the payment of shift allowance incurred.

13.8. Overtime is payable only to Employees and is calculated on an hourly basis, the daily rate for the job being divided by eight (8) and for security personnel by twelve (12).

13.9. The salaries for monthly rate Employees are calculated to include an element for overtime work in excess of the normal working week of forty-four (44) hours. Overtime is paid to monthly rated Employees at a rate as per paragraph 13.4 above of their basic salary.

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

ARTICLE 14 (FOURTEEN) - ALLOWANCE AND SUNDRY PAYMENTS

14. ALLOWANCE AND SUNDRY PAYMENTS

14.1. Shift Allowance

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

14.2. Overnight / Out of Station Allowance

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

14.3. Other Allowances

Allowances shall be paid to each Employee a total amount of NLe 750 (Seven Hundred and Fifty New Leones) by the mining Companies.

14.4. End of Year Bonus

The decision on end of year bonus remains at the sole discretion of the Company based on the current economic environment, the Company's financial performance and individual performance.

ARTICLE 15 (FIFTEEN) - LEAVE

15. LEAVE

15.1. Save for casual and fixed term Employees, Employees covered by this agreement shall be entitled to annual leave with corresponding leave allowances on completion of twelve (12) months continuous service with the same Company and shall thereafter be entitled to such annual leave once each year.

15.2. The leave rate for Employees are as follows:

Years of Service	No. of Working Days per Year
1-3 years	21 days
Over 3 - 6 years	26 days
Over 6 - 10 years	31 days
Over 10 - 15 years	36 days
16 +	38 days

15.3. Any gazetted public holiday falling on normal working day during the leave period shall be an additional day's leave with full pay.

15.4. An Employee shall be granted travelling time of two (2) days. Travelling time shall not be included in the computation of leave entitlement.

15.5. Notwithstanding the foregoing, Companies reserve the right to recall any Employee from leave. If recalled, the Employee shall be entitled to use the unused portion of the leave subsequently during the course of the year. Employee should indicate a contact address during leave. Company shall bear transport cost to and from for the Employee recalled to work at a government bus rate for a particular destination.

15.6. The Company reserves the right to send Employees on leave, where leave has been accumulated and unutilized.

15.7. Leave Allowance

- a. All leave must be taken during the calendar year. No leave shall be carried forward to the next calendar year except due to work exigencies and operational requirements, in which event the Company shall arrange for an Employee to take the unutilised leave days.

- b. It is agreed that leave allowance equivalent to ten percent (10%) of an Employee's annual basic salary shall be paid to Employees before proceeding on annual leave.

15.8. Maternity and Paternity Leave

- a. Where a female Employee becomes pregnant after completing one calendar year of service with the Company and applies for maternity leave, she shall be granted three (3) months maternity leave. In the event further maternity leave is required the extension will be agreed between the Employee and Company's management. The Employee shall be required to produce a medical certificate signed by an approved medical practitioner stating the appropriate date of confinement and shall further be subject to medical examination by the Company's approved medical practitioner.
- b. Where the registered spouse of a male Employee becomes pregnant, he may be entitled to two (2) weeks paid paternity leave upon the birth of his child.
- c. Upon the birth of his child, a male Employee shall give one-week written notice to his employer of his intention to proceed on paternity leave
- d. Notwithstanding the provisions in Article 15c and 15d, a male Employee shall not be entitled to more than one (1) paternity leave per year
- e. How maternity leave is taken is subject to an Agreement between the Company and the Employee. The granting of Maternity Leave to Employees who have not completed a year's service is at the sole discretion of the Company.

15.9. Urgent Personal Affair ("UPA")

- a. UPA leave shall be granted to Employee to attend to personal affairs of an urgent and serious nature.
- b. UPA leave is offset against any accrued annual leave due to the Employee.

15.10. Compassionate Leave

During period of service in the Company, and in the event of the death of a spouse or a child, father or mother registered with the Company, an Employee will be granted a maximum of seven (7) days off compassionate leave with pay and any additional days, if granted shall be without pay. Compassionate leave should not be deducted from annual leave.

15.11. Sick Leave

- a. The Company recognises that from time to time Employees will fall sick. Therefore, the Company has an allowance of fourteen (14) working days throughout the year for sick leave with pay.
- b. Any excess days taken as sick leave after using up the allowed sick days shall be deducted from the Employee's annual leave entitlement.

- c. If the Employee is unable to report for work, the Employee shall inform the Company within twenty-four (24) hours that he is sick. Sick leave with pay will be granted if supported by a medical certificate from the Company's approved medical doctor.
- d. For prolonged illness, Articles 16.1a and 16.1b shall apply upon the recommendation of an approved medical practitioner.

ARTICLE 16 (SIXTEEN) – WORK RELATED ACCIDENTS AND INJURIES

16. WORK RELATED ACCIDENTS AND INJURIES

16.1. Where safety and security rules have been complied with and an Employee is involved in an accident on duty with injury as authenticated and approved by the Company's approved doctor, resulting to the Employee being absent from work, he shall be paid as follows:

Excused duty:

- a. For the first six (6) months – full pay and all allowances due as well as full medical treatment.
- b. After the expiration of the first six (6) months, the Company shall instruct its approved medical doctor or any qualified medical practitioner recommended by the Company in consultation with the Union, to assess the Employee's state of health and ascertain whether the Employee will be fit to return to work.
- c. In the event an Employee cannot return to work at the same position however an Employee can perform a lighter work, having been certified by the Company's approved medical practitioner or an independent medical practitioner approved by the Company, that he or she is unfit to return to work, company may propose to the Employee such vacancy if any. Otherwise Company shall terminate employment contract with Employee and pay off all benefit due to Employee.
- d. In the event an Employee cannot return to work, having been certified by the Company's approved medical practitioner or an independent medical practitioner approved by the Company, that the Employee is declared to be completely unable to work he will be invalidated out of employment and his employment contract will be terminated on the grounds of ill health and company will provide transportation allowance to cover Employee's self.
- e. All benefits owned to the Employee will be paid up to date of invalidation.
- f. All medical treatment costs including operations will be paid for by the Company covering a period of one year after Employee has been invalidated subject of approval of Company's approved medical practitioner.
- g. The Employer shall create an enabling work environment for Employees with disabilities.

ARTICLE 17 (SEVENTEEN) - PAID PUBLIC HOLIDAYS

17. PAID PUBLIC HOLIDAYS

- 17.1. The Companies recognise all holidays officially declared or gazetted by the Government of the Republic of Sierra Leone as paid public holidays.
- 17.2. Double overtime would be paid to Employees who work on public holidays.

ARTICLE 18 (EIGHTEEN) - OPERATION OF WAGES AND SALARY STRUCTURE

18. OPERATION OF WAGES AND SALARY STRUCTURE

- 18.1. Salary increase of thirty percent (30%) on all current basic salary payable in instalments over a period of three (3) calendar years as follows:
- 20% increase on or before 1st January 2023
 - 7% increase on or before 1st January 2024
 - 3% increase on or before 1st January 2025
- 18.2. Pay Day for Employees shall be the last working day of the month.
- 18.3. The Parties, may after thirteen (13) months of this CBA coming into force, give two (2) months' notice in writing for the review of wages/salaries only of employees. Any award agreed between the Parties shall be effective on the date agreed by the Parties.

ARTICLE 19 (NINETEEN) - ESSENTIAL SERVICES

19. ESSENTIAL SERVICES

- 19.1. The under mentioned classes of Employees are considered to be essential service Employees:
- a. members of the security force or watchmen;
 - b. health and emergency personnel;
 - c. powerhouse personnel;
 - d. pump and hoisting operating personnel;
 - e. fuel pump operators;
 - f. kitchen staff; and
 - g. port operations personnel.
- 19.2. If an Employee listed as essential services participates in a strike, this action is considered as a serious breach of the current CBA and the Employee shall be subjected to disciplinary action.

ARTICLE 20 (TWENTY) - INDUSTRIAL DISPUTE

20. INDUSTRIAL DISPUTE

- 20.1. It is agreed by the Company and the Union that the maintenance of a courteous and civil atmosphere with mutual respect is essential during all discussions or negotiations between the parties accordingly.
- 20.2. No negotiations shall take place between the Company and the Union while Employees are on an illegal strike.
- 20.3. The Company will endeavour to avoid situations likely to bring about industrial action.
- 20.4. The Company and the Union agree that there will be no illegal strike, stoppage "go-slow" or "slowdown", "refusal" to perform work" or other interference with work and operations, no picketing or refusal to enter upon the Company premises, for any account, in connection with grievance or dispute.
- 20.5. The Union undertakes that it will take all necessary measures within its power to prevent strike, walkout, stoppages, or slowdowns of work or any interference by its members with the Company's operations within the terms and conditions of this agreement. If such strikes, walkouts, stoppages or slowdown or other interference with the Company's operation take place, the Union will take immediate steps to bring about a resumption of normal work. Participation by any Employee in any of the prohibited activities will be just cause for disciplinary action, including termination of employment.
- 20.6. Should the Union, however, support a desire to strike, the Union undertakes and agrees to make effort in good faith to cooperate with the Company in preventing loss or damage to or destruction of the Company's plant, equipment, property or works in progress. The effort in good faith and cooperation of the Union as used in this provision shall be deemed to mean total compliance with the law and terms and conditions of this agreement.
- 20.7. Official strike notice should be issued, to the relevant authorities as determined by the Regulation of Wages and Industrial Relations Act of 1971, twenty-one working (21) days prior to strike actions in writing by the Secretary General of the Union. However, resort to strike action should be in exceptional circumstances, when all negotiations have failed.

ARTICLE 21 (TWENTY-ONE) - HEALTH AND SAFETY

21. HEALTH AND SAFETY

- 21.1. Such safety devices and equipment which are necessary to protect Employees shall be made available by the Company.
- 21.2. The Company agrees to provide Personal Protective Equipment (PPE) to each Employee of the Company. The Employee will have to wear at work the latest or up-to-date safety issue in safety equipment.

- 21.3. PPE is a tool of the trade and remains the property of the Company. PPE shall be issued to new starters based on their job requirements and replaced when damaged. The issuing of PPE will be monitored by the Union as per Article 6.5.
- 21.4. It is a requirement that the appropriate PPE must be worn at all times in the workplace. Damaged PPE shall be replaced by the Company after reported by the Employee. The Company shall dispose of and/or destroy all damaged PPE recovered.
- 21.5. Employees are personally accountable for all PPE, safety equipment, protective equipment, and clothing, tools or other items which are issued to them by the Company.
- 21.6. No Employee shall improperly remove, tamper, damage or alter any Company property and/or device intended for the safety from any premises or place of operation without the authorization from the Company.
- 21.7. The Company and the Union will cooperate in attaining and maintaining the best practicable safety and sanitary conditions in the plant and at the shafts.
- 21.8. The Company seeks and will give due consideration to safety suggestions submitted by Employees and union representatives with the object of cooperation in the reduction of hazards to safety and the prevention of accidents.
- 21.9. The Company agrees to involve the Union in safety inspections and safety meetings at the shift and work levels.
- 21.10. An Employee shall use his personal experience, skill and judgement in the course of work to prevent and/or reduce the incidence of accident either to him or others.
- 21.11. An Employee shall report any unsafe conditions to the Supervisor of the operating area or to any Supervisor or the officer responsible for safety.
- 21.12. An Employee shall be responsible for learning and knowing about the hazards to safety in his work and work area and for knowing in particular the safety rules and regulations which apply to his area, as well as those for the plant in general.
- 21.13. An Employee who fails to obey safety instructions, rules and regulations or fails to use safety devices or equipment as instructed shall be appropriately disciplined.
- 21.14. Employees who fail to present their old or damaged supplies at the time of renewal will be charged the full cost when new supplies are issued to them.
- 21.15. Employees must return all PPEs when leaving the Company.
- 21.16. The safe keeping of Company's safety equipment issued to the Employee for his own safety in the workplace is the sole responsibility of the Employee.
- 21.17. The Company will provide the services of specialist medical practitioners on regular intervals for medical screening and health checks for issues of radiation, exposure to

toxic materials, fumes, etc. in line with applicable occupational health and safety regulations and best practice.

ARTICLE 22 (TWENTY-TWO) - MEDICAL FACILITIES

22. MEDICAL FACILITIES

- 22.1. The Company will provide medical facilities to its Employees, to include one spouse plus four children below the age of 18 for non-industrial medical cases. Proof of marriage certificate shall be required as well as birth certificates of the children in question.
- 22.2. Where an Employee refuses or fails to follow the prescribed treatment or choose to undergo any treatment other than that prescribed by the Company's Doctor, without any reasonable justification, any claim for disability or protracted illness shall not be entertained.
- 22.3. Company's clinic shall be reserved for industrial accidents or disease. Company reserves the right to use its clinic for other purposes. Use of the clinic and benefit from medical insurance shall in no case be duplicated.
- 22.4. Free eye and dental treatments shall be offered by the Company, which shall include the supply of glasses or spectacles, if recommended by the Company's approved medical doctor.
- 22.5. An ambulance or other transport will only be made available in cases of emergency where an Employee is incapacitated or too ill to go to the Company's Clinic unassisted.
- 22.6. HIV/AIDS
 - a. The Company and Union agree that there should be no discrimination against affected Employees. The Company will work with the Union to support affected Employees to seek proper medical treatment from the Ministry of Health, the National Aids Secretariat and other agencies established by the Government.
 - b. The Company in collaboration with the Union and the National Aids Secretariat will organize awareness and sensitization meetings, workshops, seminars for Employees of the Company and communities on HIV/AIDS and the workplace policy on HIV/AIDS developed by the National Aids Secretariat.
- 22.7. The minimum threshold for medical insurance shall be NLE 6,000 (Six Thousand New Leones) per annum for Employee and Dependants.

ARTICLE 23 (TWENTY-THREE) - DISCIPLINARY PROCEDURE

23. DISCIPLINARY PROCEDURE

- 23.1. Disciplinary procedure will be applied for Employees who fail to conform or adhere to the Company's stipulated policies and procedures. All disciplinary proceedings shall be dealt with by the Human Resources department, with the involvement of the Union.
- 23.2. The Companies and Union agree to the following standard schedule of offences and penalties attached hereto as Annexure A, which may be supplemented based on operational needs.
- 23.3. Offences shall be proven by the evidences collected by the Company and does not require a conviction by a criminal tribunal or police investigation.
- 23.4. In case an Employee is summarily dismissed he loses the right to be rehired.
- 23.5. The Company reserves the right to summarily dismiss an Employee (without notice) if found guilty of committing a serious breach of offences provided for in Annexure A. Employees dismissed on such grounds will not be entitled to End of Service Benefits. However, the Company shall be liable for Severance Pay which may include salaries and allowances for days worked as well as annual leave and leave allowance accrued (pro-rata).

ARTICLE 24 (TWENTY-FOUR) - TERMINATION/NOTICE

24. TERMINATION/NOTICE

- 24.1. In the case of termination, the Company shall give one (1) months' notice in writing or payment in lieu of such notice in addition to terminal benefits. In case of termination of employment by the Employee (resignation), the Employee shall give the Company one month's notice in writing or forfeit one (1) month's pay in lieu of such notice, which will be subtracted from his terminal benefits.

ARTICLE 25 (TWENTY-FIVE) - END OF SERVICE BENEFITS

25. END OF SERVICE BENEFITS

- 25.1. When an Employee other than a fixed term Employee, having served continuously with the Company for a period of one year and has his employment terminated, declared redundant, or has resigned his appointment, or dies in active service he shall be entitled to End of Service Benefits in accordance with the following schedules:

Years of Service	End of Service Benefits Rate of Pay for each completed Years of Service
1 - 2 years	24 working days
Over 2 - 4 years	30 working days
Over 4 - 6 years	35 working days
Over 6 - 8 years	42 working days
Over 8+ years	50 working days

- 25.2. All service in excess of a completed year shall be pro-rated.
- 25.3. Receipt of End of Service Benefit payment shall remove any obligation of the Company to provide future employment, however the Company may consider such a person for future vacancies.
- 25.4. If the Employee is re-employed as in Article 26.3 above, he shall be seen to be a new Employee, whose service for purpose of seniority etc., shall run as from the date of re-engagement.
- 25.5. The formula for calculating End of Service Benefits is as follows:

Basic Salary multiplied by Number of Year worked multiplied by Number of Days
for each Year of Service Divided by Twenty-Two

Example: Le. 1,100 x 2 years x 24 days
22

ARTICLE 26 (TWENTY-SIX) - GRIEVANCE PROCEDURE

26 GRIEVANCE PROCEDURE

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

- 26.1 Attempt shall be made by the Employee together with the shop steward to discuss the grievance verbally with his immediate Supervisor. This should be done as soon as possible after the cause for the grievance has been established. Should the immediate Supervisor be unable to settle the grievance satisfactorily, then the shop steward shall discuss the grievance with the departmental head within the shortest possible time.
- 26.2 The departmental head with the head shop steward shall attempt to amicably settle the grievance. If they are unable to do so satisfactorily within three (3) working days, the matter shall be formally reported in writing to the Human Resources Department.
- 26.3 Human Resource Manager and the Employee together with the shop steward shall commence a formal grievance hearing and attempt to amicably settle the grievance. Nevertheless, as soon as a grievance is brought up at this level in respect of Union members, the shop steward shall notify the Union thereof.
- 26.4 Should the grievance not be settled satisfactorily by Human Resources Manager within five (5) working days from the date such grievance is received, the matter shall be

referred to the General Manager or the Chief Executive Officer, who shall schedule a hearing to be conducted within five (5) working days from the date the grievance is received by him/her.

- 26.5 Notwithstanding the above, grievance of a very serious nature could be taken up by the Union Secretary General directly with Management and vice versa. The existence of this grievance procedure shall not prevent either Party to the Agreement from initiating formal exchange of views between Company and Union on matters of mutual interest whether or not these matters are covered by the provisions of this Agreement.
- 26.6 In the event of failure to resolve the matter as per Article 27.4, either Party may request the Commissioner of Labour to act as Conciliator in the dispute.
- 26.7 If after such conciliation by the Ministry of Labour and Social Security the Parties still cannot agree, the issue shall be dealt with in accordance with Section 7 of the Regulations of Wages and Industrial Relations Act of 1971).

ARTICLE 27 (TWENTY-SEVEN) - REDUNDANCY

27 REDUNDANCY

27.1. Definition: The involuntary loss of employment through no fault of the Employee by reason that:

- a. the Company ceased or intends to cease their business or any parts thereof in the place where the Employee was employed;
- b. the non-renewal of any business or operation license from the Government of the Republic of Sierra Leone;
- c. the requirements of the business for Employees to carry out work of a particular kind in the place where they were employed, have ceased or diminished or are expected to cease or diminish;
- d. a change in the method of operation or administration of the Company or any parts thereof, resulting in a reduction of the workforce requirements or a change in the type of skill, qualification or experience which an Employee must possess to perform the duties required of him;
- e. Any change implemented in order to ensure the economic viability of the Company or any parts thereof.

27.2. Procedures:

The following basic procedures will be followed:

- a. in the event that a decision is made by the Company for a reduction of the labour force, the Company shall inform the Secretary General of the Union and the Branch

Executive of the Union at least thirty (30) days in writing before the date that the Employee reduction takes effect;

- b. the Company will decide who shall be declared redundant and in cases where Employees' skills and abilities are equal, the principle of "last in first out" shall apply;
- c. A list with the names of affected Employees shall be submitted to the Union one (1) week before the redundancy takes effect. This will provide the Company and the Union time for discussion and/or other considerations.

27.3. Redundancy Pay:

- a. In the event that an Employee is made redundant, he shall receive sixty (60) days' notice or payment in lieu of such notice and with an end of service benefits as provided for in Article 25.1 above in addition to redundancy pay provided for below. The Employees will receive all entitlements including leave entitlements.
- b. Notwithstanding any conditions as reflected in Article 25 above; in the event that any legislation is introduced that provides statutory benefits of similar nature for redundancy pay, the Company scheme shall be adjusted to accommodate the statutory changes except where the statutory changes are less favourable than those contain herein.
- c. Receipt of redundancy payment shall remove any obligation of the Company to provide future employment; however, the Company may consider such a person for future vacancies.
- d. In the event that an Employee is made redundant he will receive redundancy pay in accordance with the following schedule:

Years of Service	Redundancy Benefits Rate of Pay for each completed Year of Service
1 - 2 years	25 working days
Over 2 - 4 years	31 working days
Over 4 - 6 years	36 working days
Over 6 - 8 years	43 working days
Over 8+ years	52 working days

27.4. The formula for calculating redundancy pay is as follows:

Basic Salary multiplied by number of years worked multiplied by number of days for each year of service divided by twenty-two

Example: Le. 1,100 x 2 years' x 25 days

- 27.5. The Company shall deduct two (2) months' Union dues from the sixty (60) days' notice or payment in lieu of such notice in Article 27.3(a).

ARTICLE 28 (TWENTY-EIGHT) RETIREMENT

28. RETIREMENT

- 28.1. Retirement from the Company's service is at the age of 60 years. The age of every Employee is taken as that stated and entered on his record of service at the time of engagement. In all cases where the age is not stated on the Employee's record and age is in dispute, the Employee's age as per National Social Security Insurance Trust (NASSIT) record shall be final.
- 28.2. Notwithstanding these conditions, the General Manager or the Chief Executive Officer, may in his discretion permit an Employee to remain in service up to the age of sixty-five (65) years, subject to the Company's approved medical practitioner confirming that the Employee is fit to continue his normal duties. Any extension is entirely at the discretion of the General Manager or the Chief Executive Officer of the Company.
- 28.3. In all cases of pending retirement on grounds of age, not less than six (6) months written notice is given to the Employee.
- 28.4. Employees who seem to be unfit for work and close to retirement age shall be referred to the Company's approved medical practitioner whose advice as to the Employee's continued employment shall be final.

ARTICLE 29 (TWENTY-NINE) DISABILITY, ACCIDENTS AND DEATH

29. DISABILITY, ACCIDENTS AND DEATH

- 29.1. When and where safety and security rules have been complied with and an Employee obtain an injury at workplace during working hours, Company shall act in accordance with Article 16 above.
- 29.2. Notwithstanding the above the provisions of the Workmen's Compensation Act (CAP 219 of the Laws of Sierra Leone 1960 (as amended) will apply if not provided for above.
- 29.3. The Company in consultation with the Union shall provide Group Life Insurance for Employees.

ARTICLE 30 (THIRTY) - RECREATIONAL ACTIVITIES

30. RECREATIONAL ACTIVITIES

- 30.1. The Company in consultation with the union agrees to provide facilities for Company approved and organised recreational activities such as football games and athletics.

ARTICLE 31 (THIRTY-ONE) - EMPLOYEES CANTEEN FACILITIES

31. EMPLOYEES CANTEEN FACILITIES

31.1. The Company shall establish and provide canteen facilities or services for its employees.

ARTICLE 32 (THIRTY-TWO) - FUNERAL CONTRIBUTION

32. FUNERAL CONTRIBUTION

32.1. The Company shall give the nominated next-of-kin (if not a minor) or any other close relative or family member nominated by the family of an Employee who dies in active service a one-off amount of NLe 10,000 (Ten Thousand new Leones) to assist with burial arrangements for the deceased Employee.

32.2. Transport will be provided for or arranged by the Company to convey the remains of the deceased Employee to his home of record in Sierra Leone.

ARTICLE 33 (THIRTY-THREE) - CERTIFICATE OF SERVICE

33. CERTIFICATE OF SERVICE

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

ARTICLE 34 (THIRTY-FOUR) - TOXIC AND DANGEROUS CHEMICALS

34. TOXIC AND DANGEROUS CHEMICALS

34.1. Employees required to handle dangerous chemicals, cement, sawdust etc. shall be medically examined once every six (6) months by the Company's approved medical practitioner at the Company's expense and treated (if necessary).

Examples – Acetylene liquid, Acid (except acetic, citric or tartaric), explosives of all kinds, naphthalene, sulphur.

ARTICLE 35 (THIRTY-FIVE) - STUDY LEAVE

35. STUDY LEAVE

35.1. Employees who are desirous of gaining professional technical qualifications for jobs offered by their Company may on application be granted study leave with or without

pay upon presentation of the evidence of admission to a recognized institution in Sierra Leone or outside Sierra Leone.

35.2. After successful completion of studies, the Employee may continue his employment with the Company in a position befitting his qualification.

ARTICLE 36 (THIRTY-SIX) - PAY SLIP

36. PAY SLIP


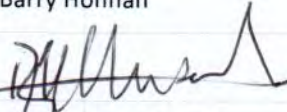
36.1. Companies agree to issue payslips to Employees on or before the last working day of the month showing their salaries with all deductions made on their income.

ARTICLE 37 (THIRTY-SEVEN) - SAFETY AND PRODUCTION BONUS

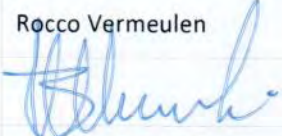
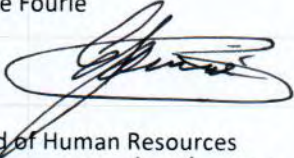
37. SAFETY AND PRODUCTION BONUS

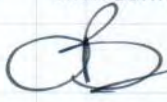
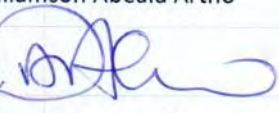
37.1. The decision on safety and production bonus remains at the sole discretion of the Company based on the current economic environment, the Company's financial performance and individual performance.

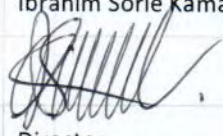

For and on behalf of the Companies:

For Sierra Rutile Limited (SRL):		Witnessed By:
Full name:	Maurice Cole	Barry Honnah
Signature:	 30/09/2022	
Position:	Chief Financial Officer	Human Resources Manager

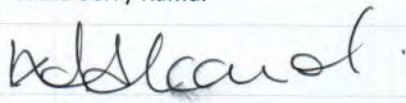
For Sierra Mineral Holdings Limited (SMHL) Vimetco:		Witnessed By:
Full name:	Abdul Bangura	Alusine Conteh
Signature:		
Position:	Chief Financial Officer	Human Resources Manager

For Koidu Limited (KL):		Witnessed By:
Full name:	Rocco Vermeulen	Eddie Fourie
Signature:		
Position:	General Manager 30/09/2022	Head of Human Resources 30/9/2022

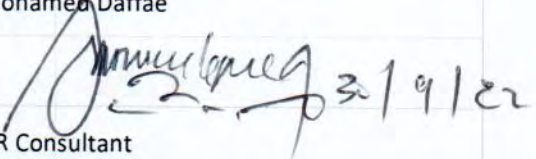
For Sierra Diamonds Limited (SDL):		Witnessed By:
Full name:	Charl Barnard	Williamson Abeala Artho
Signature:	 30/09/2022	 30/9/22
Position:	General Manager	Human Resources Manager

For Meya Mining Limited (MML):		Witnessed By:
Full name:	Ibrahim Sorie Kamara	Sangeetha Bala
Signature:	 30/9/2022	 30/09/2022
Position:	Director	Human Resources / Admin Manager

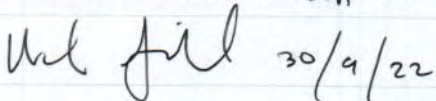
For Seawright Mining Company Limited (SWMC):		Witnessed By:
Full name:	Jabulani Mkoke	Mumbi Mulele
Signature:	 30/09/22	 30/09/2022
Position:	Chief Operating Officer	Head of Administration


For Marampa Mines Limited (MML):		Witnessed By:
Full name:	Wara Serry Kamal	
Signature:		
Position:	Director	


9/30th/2022

For Leone Rock Metal Group Limited (LRMG):		Witnessed By:
Full name:		Mohamed Daffae
Signature:		 31/9/22
Position:	Chief Executive Officer	HR Consultant

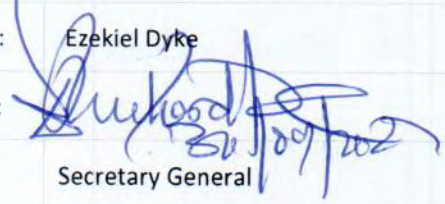
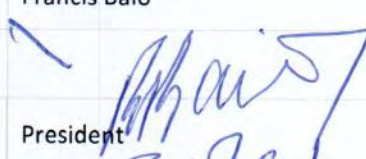
For China Railway Seventh Group (CRSG):		Witnessed By:
Full name:	Robert Kaitibie	
Signature:		
Position:	HR Advisor	

For FG Gold Limited		Witnessed By:
Full name:	Nanigopal Chakraborty NICOLA ASGILL	Nicole Asgill
Signature:	 30/9/22	
Position:	Executive Administrator CORPORATE FINANCE	Corporate Finance

For Wongor Investments and Mining Company Limited (WIMC):		Witnessed By:
Full name:	Murtada Tunis	Melvin Jackson
Signature:	 30/9/22	 30/9/22
Position:	Country Manager	Head of Human Resources

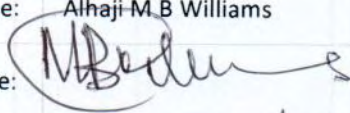
For PW Mining International Limited (PWMIL)		Witnessed By:
Full name:	Cecilia Musa	
Signature:	 30/09/2022	
Position:	Office Manager	

For and on behalf of the Union:

For United Mine Workers Union (UMU)		Witnessed By:
Full name:	Ezekiel Dyke	Francis Baio
Signature:		
Position:	Secretary General	President

30/9/2022

For and on behalf of the Mining Trade Group Negotiating Council

For Mining Trade Group Negotiating Council	
Full name:	Alhaji M.B Williams
Signature:	
Position:	Chairman

30/9/2022

1.1.2. Timekeeping						
Refers to the failure of an employee to comply with his/her obligations in terms of stipulated work hours.	Time keeping in that on the <u>(date)</u> you arrived late for work; or Timekeeping in that on the <u>(date)</u> you were late arriving back from lunch; OR Continuous poor time keeping in that on the <u>(various dates)</u> , you were late for work etc. Note 1: Refer to failure to follow company policy and procedure for possible additional charge	Poor time keeping, failure to adhere to stipulated starting and end times including but not limited to starting times and break periods, reporting late for work, leaving work early, taking excessive breaks or breaks that are longer than permitted, not proceeding to the workplace or workstation	VW/C	WW	WW	FWW
1.1.3. Desertion of post						
Absence from workstation without permission and or a valid reason with intention of not returning until the next allocated shift or workday. Refers to a longer period than merely absence from workstation	Desertion of post in that on the <u>(date)</u> , at approximately <u>(insert time)</u> you deserted your workstation without permission and or a valid reason.	An employee leaves his/her allocated post/workstation without permission	WW	WW	WW	T
1.1.4. Desertion and or the act of absconding from work						
Unauthorised absence from work without the <u>intention</u> to return. Normally refers to the absence for a period in excess of 10 days and the employee, despite being requested to do so, failed to	Absconding alternatively unauthorised absence from work, in that you have been absent from work from the <u>(date)</u> and despite being requested to do so have failed to make contact with the company to explain the reason for your absence or your whereabouts.	Factors that play a role in determining the intention of the employee are length of absence, communication or lack thereof with employee concerned and the employee's failure to	T			

inform the company of the reason for absence.		respond to requests to contact the company. In such cases, the employer should have taken reasonable steps to establish the whereabouts of the employee.					
1.2. WORK STANDARD OFFENCES							
1.2.1. Negligence							
Any failure by an employee to comply with a standard of care that the employee would reasonably be expected to provide in the completion and fulfilment of his/her duties and or tasks.	Negligence in that on (date) you failed, without proper cause to perform your duties with the proper care required in that you (describe the event). Note 1: Refer to damage to company property for possible additional charge Note 2: This applies to breach of safety standards.	<ul style="list-style-type: none"> • If the work done is of a poor quality and/or quantity without any reason being given. • Failure to exercise proper care and attention in regard to the manner in which a task should be performed to the extent that the task has to be repeated or that equipment is at risk of being damaged. • Failing to perform duties to the required standard without any acceptable reason. • Displaying unreliability, poor co-operation and a lack of interest in work. 	VW/C or WW	WW	FWW	T	
Gross negligence is distinguished from negligence in respect of the seriousness of the offence and quantum (value) of loss or damage							
Distinguished from dereliction of duty please refer to 1.2.3 in this regard							

1.2.2. Gross Negligence				
<p>A serious failure by an employee to comply with a standard of care that the employee would reasonably be expected to provide in the completion and fulfillment of his/her duties and or tasks. Generally, has to result in incurring substantial (including financial) losses on the company</p>	<p>Gross negligence in that on (date) you failed, without proper cause to perform your duties with the proper care required in that you (describe the event).</p> <p>Note 1: Refer to damage to company property for possible additional charge</p> <p>Note 2: This may apply to breach of safety standards resulting in workplace injury.</p>	<ul style="list-style-type: none"> Please note that these are sample offences and may need to be adapted or varied according to the specific company requirements Any act or omission which has the potential to give rise to serious consequences and financial loss to the company or its clients. 	T/D	
1.2.3. Dereliction of Duty				
<p>Failure to comply with a duty to perform a task or job function in terms of allocated tasks and or your job description and or general and recurring duties assigned to the employee.</p>	<p>Dereliction of duty in that on (date) you failed to complete (describe task or function), a task assigned to you</p> <p>Note 1: Refer to insubordination for alternative charges.</p>	Failing to complete a task allocated to the employee	FWW	T
1.2.4. Loading/ Idleness				

Refers to standing or sitting about idly or saunter lazily or aimlessly and thereby neglecting one's work, failing to work when there is work to be completed	Loafing/ Idleness in that on the (date) you failed to devote all of your time to the furtherance of your duties in that you (describe the event)	Where an employee is found doing non work related acts instead of concentrating on his/her work.	VW/C	WW	WW	FWW	T
<p>NOTE: Attention must be paid to the differences between incapacity (cannot) and misconduct (will not). The disciplinary steps provided for in the policy should be applied for "will not". If the unsatisfactory work performance is due to incapacity (cannot), the following must be adhered to:</p> <ul style="list-style-type: none"> • A formal evaluation must be made of the employee's performance. • Substandard performance as well as ways to correct such performance must be discussed with the employee. The employee must also be informed as to the action that can be taken against him if his/her performance does not improve. • Time should be allowed for the employee to improve his/her performance. The company must assist the employee as far as possible and retrain if necessary. • The employee's performance must be re-evaluated. 							
1.3. CONDUCT RELATED OFFENCES							
1.3.1. Abusive Language							
Language that is inappropriate, abusive to an employee or groups of employees and may or may not be derogatory in nature.	Use of abusive language in that on the (date) you used abusive language while addressing (victims name)	Use of abusive language. Swearing at fellow employees.	VW/C or WW	WW	FWW	T	
1.3.2. Sexual harassment							
Sexual harassment is attention of a sexual nature that is offensive and unwanted. The unwanted attention distinguishes it from behaviour that is welcomed and mutual. It requires continuous action by the employee particularly after the other person	Sexual harassment in that on the (date) you (describe incident)	The sending of unsolicited email and or messages of a sexual nature. The making of comments and or suggestive remarks and or actions that have a sexual connotation or meaning.	D/SD				

has communicated disinterest or unwillingness.									
1.3.3. Threatening behaviour									
Behaviour that constitutes a threat of harm on another person and or property. Could be verbal or physical actions.	Threatening behaviour in that on <u>(date)</u> you threatened <u>(person threatened)</u> by <u>(describe incident)</u>	Threatening another employee verbally or by actions	T/D						
1.3.4. Bullying									
Behaviour that constitutes threat of harm, intimidation, embarrassment, pressure by force, taunt, or derision either in person or virtually.	Bullying in that on <u>(date)</u> you threatened/intimidated/embarrassment etc. (person bullied) by <u>(described incident)</u>	Bully can be either between or amongst employees of the same level or by an employee of a higher level. It may involve multiple people in collusion.	FWW	T/D					
1.3.5. Assault									
The physical harming of a work colleague through physical contact and or violence.	Assault in that on the <u>(date)</u> you assaulted <u>(victim)</u> by <u>(describe incident)</u>	The pushing of someone The act of striking a person in any way or form. The victim need not sustain visible injury.	D						
1.3.6. Intimidation and or incitement									

<p>A threat using words or conduct or a combination of both with the intention to influence a person or group of people to act in a certain way. This is aimed at actions that are detrimental to the company, its staff and or clients.</p>	<p>Intimidation in that on <u>(date)</u> and at <u>(venue)</u> you threatened other employees by <u>(describe incident or behaviour)</u>.</p> <p>Note 1: Refer to conduct detrimental to the maintenance of good order within the workplace as a possible additional charge</p> <p>Note 2: Refer to abusive language as a possible additional charge</p>	<p>To incite or intimidate other employees to:</p> <ul style="list-style-type: none"> i. Use violence; ii. Damage Company property; iii. Partake in unlawful industrial action, or indulge in any other disorderly behaviour 	<p>D</p>			
1.3.7. Conspiracy						
<p>Steps taken in agreement by two or more employees or an employee and non-employee to commit a workplace misconduct or act contrary to this Schedule of Offences and the Company's Code of Conduct</p>	<p>Conspiracy in that you together with (names or description of co-conspirators) on (date) took steps in agreement to (describe incident) in breach of (misconduct)</p>	<p>Where there is a joint enterprise and an employee may not be subject to the substantive allegation but had some role to play in the action. This includes conspiracy with non-employees.</p>	<p>T/D</p>			
1.3.8. Aiding and Abetting						
<p>Where an Employee conceals or assist the commission of a workplace misconduct or such action contrary to this Schedule of Offences and the Company's Code of Conduct</p>	<p>Aiding and abetting in that on (date) you aided the (describe misconduct) by (describe action)</p>	<p>To assist or facilitate the commission of an act contrary to this Scheduled of offence or to promote its accomplishment. This can occur during and after the event.</p>	<p>T/D</p>			
1.3.9. Sabotage						

<p>Any act by an employee to interfere with the normal operations of the Company by damaging machinery or equipment or by interrupting any supplies of power, fuel, materials or services necessary to the operations; and bomb threats, whether intended seriously or as a joke.</p>	<p>Sabotage in that on <u>(date)</u> you willfully damage property of the company by <u>(describe event)</u></p> <p>Note 1: Refer to damage to company property as a possible additional charge.</p>	<p>Incidents were employees deliberately sabotage company property.</p>	<p>D</p>			
<p>1.3.10. Unlawful strike action</p>						
<p>Refers to employees partaking in unlawful strike action</p>	<p>Participation in unprotected strike action in that on the <u>(date)</u>, you participated in strike action that was unlawful and unprotected.</p>	<p>Work stoppages that occur without following dispute resolution procedures.</p>	<p>T/D</p>			
<p>1.4. ALCOHOL AND OR DRUG RELATED OFFENCES</p>						
<p>1.4.1. Under the influence of alcohol and or narcotics</p>						
<p>Under the influence of alcohol and or any other mind altering substance including but not limited to any prohibited and or prescription drugs. Includes arriving at the workplace unfit to commence with duty due to alcohol consumption</p>	<p>Under the influence of alcohol and or narcotics in that on the <u>(date)</u> you <u>(describe incident)</u></p>	<p>Reporting for work in an unfit condition whilst under the influence of alcohol and/or drugs.</p>	<p>4weeks SWP &C</p>	<p>T/D</p>		
<p>1.4.2. Unauthorised consumption of alcohol and or narcotics</p>						

The consumption of alcohol, drugs or related substance whilst on duty	Unauthorised consumption of alcohol in that on the (date), you were seen consuming alcohol/drugs etc. whilst on duty.	Consumption of alcohol and or drugs whilst on duty.	4weeks SWP &C	T/D	
1.4.3.Unauthorised possession of alcohol or narcotics					
Refers to the possession of alcohol or drugs on the company premises	Unauthorised possession of alcohol and or narcotics in that on the (date), you were found in possession of (describe substance found)	Found in possession of alcohol and or drugs	4weeks SWP &C	T/D	
1.5. DISOBEDIENCE AND OFFENCES OF A DISRESPECTFUL NATURE					
1.5.1.Insolvency					
Action by an employee that constitutes and shows disrespect to his/her employer. A direct (verbal) or indirect (through actions) challenge to the authority of the employer and or his designated representative.	Insolvency in that on (date) you showed disrespect to your manager by (describe incident)	Being belligerent in the acceptance of an instruction. Accepting an instruction but then voicing dissatisfaction to colleagues. Openly refusing to accept an instruction from a superior	WW	FWW	T
1.5.2.Gross Insolvency					
A serious act of insolvency that has as its elements wilful contempt of the employer's authority. A challenge by an employee	Gross insolvency in that on (date) you showed disrespect to your manager by (describe incident)	Public refusal of an instruction. Swearing at a manager when refusing follow an instruction	T		
1.5.3.Insubordination					

<p>The intentional disobeying of a reasonable and lawful instruction given by management.</p> <p>Any act or conduct of disobedience that has the effect of challenging the authority</p>	<p>Insubordination in that on the <u>(date)</u> it is alleged that you engaged in gross misconduct by challenging the authority of the employer/superior and/or failing or refusing to obey a reasonable and lawful instruction relating to <u>(details of instruction/incident)</u></p>	<p>An employee directly or indirectly confronts his supervisor by e.g. refusing verbally and/or making no effort to carry out the work when instructed to do so.</p>	<p>WW</p>	<p>FWW</p>	<p>T</p>	
1.5.4. Gross insubordination						
<p>A serious act of refusing to comply with a reasonable and lawful instruction</p>	<p>Gross insubordination in that on the <u>(date)</u>, you refused to obey a reasonable and lawful instruction relating to <u>(details of instruction/incident)</u></p>	<p>When an employee is given an instruction and fails to carry out the instruction resulting in damage to the company.</p>	<p>FWW</p>	<p>T</p>		
1.5.5. Breach of company policy and procedure						
<p>A negligent or intentional failure to follow a company policy, procedure and standard operating procedures that has been implemented. The breach may be done to confer an advantage on the employee himself, a colleague or an outsider.</p>	<p>Breach of company <u>(name of policy)</u> policy and procedure in that on the <u>(date)</u> you failed to abide to the policy/procedure/standard of operation by <u>(describe event or conduct)</u></p>	<p>An instance where there is an implemented and/or communicated company policy, procedure or standard of operation and the employee fails and or refuses to follow it.</p>	<p>WW</p>	<p>FWW</p>	<p>T</p>	
1.6. DISHONESTY OFFENCES						
1.6.1. Making a false statement						

The intentional making of a statement either oral or written with the intent to deceive or conceal the truth	Dishonesty in that you on the <u>(date)</u> made a false statement by <u>(describe incident)</u>	An employee makes a false statement or submission to the company and includes statements made during disciplinary investigations and hearings.	VW/C or WW	FWW	T/D
1.6.2.Fraud					
The intentional making of a false statement either in writing or verbally with the intention to obtain some form of benefit and or unjustified enrichment	Gross dishonesty in that you committed fraud in that on the <u>(date)</u> you presented a false <u>(describe document and or conduct)</u>	The creation of a false document with the intent to mislead (defraud), resulting or calculated to result in some prejudice, harm or loss to another or undue benefit to the employee, e.g. altering a medical certificate, travel claim, accommodation claim, etc.	D		
1.7. OFFENCES DETRIMENTAL TO THE COMPANY					
1.7.1.Breach of confidentiality					
Refers the unauthorised disclosure of confidential information including but not limited to company's trade secrets, confidential documentation.	Gross dishonesty - in that on the <u>(date)</u> , you disclosed <u>(describe information disclosed)</u> being confidential information of the company without authorisation	Any disclosure of company information without permission and authorisation	D		
1.7.2.Bringing the company name into disrepute					

Any conduct that is detrimental to the image and or good standing of the company within the perception of the public thereby creating a negative image of the company	Bringing the company name into disrepute in that on the (date) you (describe incident) thereby bringing the company name into disrepute	A complaint received from a member of the public or a client	FWW	T		
1.7.3. Competing with the employer and or conflict of interest						
Acting contrary to the best interest of the employer in disclosing confidential information to a competitor of the company and or conducting business in competition to the company and or failing to disclose an interest in a competing business to the company. This includes an Employee engaging in or supporting illicit mining activities within the Company's mining concession.	Competing with the employer and or conflict of interest in that on (dates) you worked/made/conducted the business of/gave information concerning (describe content) to (competitors name) in competition with the company and in breach of your contract of employment/duty as an employee. Note 1: Refer to confidentiality obligations for further charge		T			
1.7.4. Conduct detrimental to the maintenance of good order within the workplace						

<p>Conduct that has the effect of being detrimental to the morale of the company and its employees. Normally associated with continuous behaviour of the kind that leads to disharmony within the workplace and behaviour that is aimed at challenging the authority of the company</p>	<p>Conduct detrimental to the maintenance of good order within the workplace in that on the <u>(date)</u>, you <u>(describe conduct)</u>.</p>	<p>Normally as a result of small acts of the employee that treated separately do not constitute a serious offence but treated together add up to a serious challenge to the authority of the company. This includes the unauthorized conduct of Union activities during working hours.</p>	FWW	T		
1.8. PROPERTY RELATED OFFENCES						
1.8.1. Wilful damage to company property						
<p>The intentional or reckless causing of harm/damage to company property or property of a co-employee.</p> <p>Note 1: Refer to negligence for possible additional charge</p> <p>Note 2: Company Property may be defined to include Property belonging to the Company's Contractors assigned to contractual obligations with the Company.</p>	<p>Damage to company property in that on <u>(date)</u> you caused damage to a <u>(describe the property damaged)</u>, being the property of the company or co-employee.</p>	<p>The breaking of a tool or machine of the company</p>	WW	FWW	T	
1.8.2.Theft						

<p>Being in the possession of company and or client and or a fellow colleagues property with the intention to permanently deprive the affected party of the item</p>	<p>Theft, in that on the <u>(date)</u>, you were found in possession of <u>(describe the item)</u> being the property of the company/client/colleague without authorisation and or permission</p> <p>Note 1: Company Property may be defined to include Property belonging to the Company's Contractors on site.</p>	<p>The unauthorized removal or taking of property other than the employee's own including fellow employees property</p>	<p>T/D/SD</p>			
1.8.3. Attempted theft						
<p>Refers to the attempted removal of property of the company and or client and or fellow employee without authorisation</p>	<p>Attempted theft/removal of property in that on the <u>(date)</u>, you were found in possession of <u>(describe the item)</u> being the property of the company/client/ colleague without authorisation and or permission</p> <p>Note 1: Company Property may be defined to include Property belonging to the Company's Contractors on site.</p>	<p>Incidents where an employee is caught by security being in possession of property not belonging to them prior to vacating the company premises</p>	<p>T/D/SD</p>			
1.8.4. Unauthorised possession of company property						

<p>Being in possession of company property without the necessary permission and or authority.</p>	<p>Unauthorised possession of company property in that on the <u>(date)</u> you were found in possession of <u>(describe item)</u> without authorisation</p> <p>Note 1: Refer to breach of company policy and procedure for a possible further charge</p> <p>Note 2: Company Property may be defined to include Property belonging to the Company's Contractors on site.</p>	<p>Incidents where an employee is found in possession of company property that although the intention to steal the item is not there, he/she has no authority to have the item in their possession</p>	<p>T/D/SD</p>		
Breach of Trust and Confidence					
<p>The Employer loses confidence in an Employee in such a way that the Employer no longer considers it appropriate for the Employee to render their services in the relevant capacity within the Company.</p>	<p>Loss of Trust and Confidence in that on (date) you (describe incident) which caused the Employer to lose confidence in your services</p>	<p>Where there is an incident involving the Employee which may not amount to other offences but bears serious elements of dishonesty or where the employee is found guilty of a criminal offence.</p>	<p>T</p>		

Note: The disciplinary actions contained within this schedule of offences shall be applied depending on the nature and severity of the offence committed, and the disciplinary actions may not necessarily follow the schedules as indicated. For example, a very severe offence, the disciplinary outcome may be a Final Written Warning (FWW) or dismissal (D)