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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2165/22 – 2020 මාර්තු මස 03 වැනි අඟහරුවාදා – 2020.03.03

No. 2165/22 – TUESDAY, MARCH 03, 2020

(Published by Authority)

## PART I: SECTION (I) – GENERAL

### Government Notifications

My No.: CI/1813.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between **De La Rue Lanka Currency & Security Print (Pvt) Limited, Export Processing Zone, Biyagama, Malwana** of the one part and the **Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama** of the other part on **14th December, 2018** is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
14th day of February, 2020.

#### Collective Agreement No. 10 of 2019

##### COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT made on this 14th day of December, 2018, pursuant to the Industrial Disputes Act, between **De La Rue Lanka Currency & Security Print (Pvt) Limited**, a Company incorporated under the laws of Sri Lanka, having its



principal place of business at Export Processing Zone, Biyagama, Malwana of One Part (hereinafter referred to as "the Employer") and the Inter Company Employees Union, a Trade Union registered under the laws of Sri Lanka, having its registered office at 259/9, Sethsiri Mawatha, Koswatta, Battaramulla, of the Other Part, (hereinafter referred to as "the Union") witnesseth and it is hereby agreed between the parties as follows:

1. **Parties to be covered and bound.**— This Agreement shall cover and bind De La Rue Lanka Currency & Security Print (Pvt) Limited, the Inter Company Employees Union and employees of the Employer in manual grades on permanent monthly contracts of employment (hereinafter referred to as "Employees").

2. **Date of Operation and Duration.**— This Agreement shall be effective for a period of 12 months from the 1st day of July 2018 and shall be in force till 30th of June 2019 and shall thereafter continue to be in force unless it is repudiated by either party giving one month's notice in writing to the other, provided however, that neither party hereto shall give such notice to the other before the 30th day of June 2019.

All parties agreed to put forward their, proposals for renewal of the Collective Agreement, in writing, at least 6 months prior to expiry of the Agreement.

3. **Revision of basic salaries.**—

- (i) Salaries drawn by employees covered and bound by this Agreement shall be revised in the following manner:
  - a) 01st July 2018 - 10%
- (ii) De La Rue believes in recognizing and rewarding the best performers, hence the Company at its discretion may grant additional rewards to best performers, depending on the availability of budgetary allowances.

4. **Bonus.**— Without prejudice to the claim of the Employer that bonus payments are ex-gratia, the Employer shall continue to pay two month's salary as annual bonus.

The hitherto practice with regard to the time of payment and deductions based on attendance, penalties made after a domestic inquiry, unauthorized absence shall continue. New employees shall enjoy the benefit of the bonus proportionately. The current practice of 25% forfeiture of annual bonus disciplinary written warnings will continue.

5. **Production Bonus.**—

- (i) The Employer shall continue to make payment of a production bonus equivalent to one month's salary of an employee subject to the achievement of the conditions of SSQCDP which, will be published at the beginning of the financial year.
- (ii) However, it is also agreed by the Employer to make payment on pro-rata basis of the production bonus in the event each of the said criteria is achieved based on the weights in percentages are mentioned against each criterion.
- (iii) Parties agree that the Employer reserves its right to 10% of forfeiture on production bonus payable on account of written warnings issued after a proper investigation.
- (iv) In addition to the above, the deduction from the production bonus shall also be made on account of absence and shall be pro-rated on a weekly basis. This condition shall be applicable for any period of absence over and above the stipulated leave entitlement. E.g. Deduction of 1/52 of production bonus for every 5 days absence.

6. **Shift Allowances.**— Subject to the present criteria of payment it is agreed by parties that the shift allowances will be as follows for the duration of the Agreement:

1st shift (6.00 a.m. to 2.00 p.m.)	-	Rs. 100.00
2nd shift (2.00 p.m. to 10.00 p.m.)	-	Rs. 130.00
3rd shift (Night shift)	-	Rs. 800.00

7. **Medical Benefits.**—

- (i) **OPD** - With effect from 01st April 2019, the Employer shall reimburse expenses incurred by employees in respect of OPD treatment to a maximum of Rs. 30,000/- per year and such amount shall be offered to each confirmed employee as a family unit.
- (ii) **Hospitalization Insurance** - With effect from 01st April 2019, the Employer shall pay the premium for Hospitalization Insurance as a family unit, in respect of hospitalization up to a maximum of Rs. 130,000/- per employee per annum.

8. **Compassionate Leave - leave for funerals.**— The Company agrees to increase the leave for funerals from 2 to 3 days and in the event the funeral precedes a weekend or 'days off' the leave will be considered from the following working day, but it must be within 7 days of the death of the relevant family member. The family under consideration for the intents and purposes of the leave are as follows;

- \* Parents
- \* Spouse
- \* Children
- \* Own siblings (brothers and sisters)
- \* Own maternal or paternal grand parents
- \* Mother in Law/Father in Law

9. **Shift handover/take over time.**— The shift handover/take over time to remain as ten (10) minutes in order to ensure smooth continuation of work between shifts. Effective shift times will be as follows:

1st shift	-	5.55 a.m. to 2.05 p.m.
2nd shift	-	1.55 p.m. to 10.05 p.m.
3rd shift	-	9.55 p.m. to 6.05 a.m.

10. **Trade Union Action.**— The Union and the Employees jointly and severally agree that they shall not, during the operation of this Agreement, take or resort to any form of Trade Union action in respect of any matter covered by this Agreement.

Further, the Union agrees that in the event of any form of trade union action the uniformed security personnel will not put the site at risk by taking part in the trade union action. The uniformed security will **at all times** agree to follow the sites security procedures including instructions and guidance provided by the site's Security Manager and the Plant Manager or in absence of the Plant Manager the Acting Plant Manager with 100% compliance to ensure that the site is not at risk under any circumstance.

The uniformed security personnel agree to continue to report for duty and carry out their routine work responsibilities in full despite any form of collective action by the trade union. Additionally, the Security personnel agree to carry out and complete work/tasks that they are engaged in at the time of the industrial action both inside and outside the site until it is completed in line with normal or enhanced security procedures in full, e.g: inspecting loading operations, guarding or escorting duties will be carried out despite any trade union action, however, it is noted that new tasks of escorting and loading will not be undertaken during collective action. Utmost priority will be given to ensure the site's security is maintained during any form of collective action.

**11. *Dispute Settlement Procedure.***

- (a) The Union and the Employees jointly and severally agree that any dispute/problem/issue that may arise between the parties, in respect of any matter not covered by this Agreement, to resolve such dispute/problem/issue in the manner provided in clauses (b) to (e) below.
- (b) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's Branch Committee to the Employer, and at 14 days given for the Employer to resolve the dispute. This letter should be date stamped by the HR and handed back into the Union Representative.
- (c) If no satisfactory solution is found, the matter should be referred to the Parent Union and to The Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (d) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the Parent Union, the conciliatory proceedings under the Industrial Disputes Act should be followed.
- (e) If after conciliation has failed in the Labour Department, the Union wishes to take Trade Union action, written notice should be given of not less than fourteen days (14) to the Employer and the EFC regarding such Trade Union action. For the avoidance of doubt, this is addition to the 14 days above in (b).

It is reaffirmed by parties to adhere to the dispute resolution procedure stated above in resolving any disputes.

**12. *Co - operation between the Parties.***

- (i) The Employer agrees to continue with the facility of remitting check off directly to the Union.
- (ii) The Employer will continue to grant the facility of permitting the President and the Secretary of the branch to attend monthly meetings of the Union. The Employer also agrees to release not more than two employees to attend to Training Programmes/Seminars conducted by the Union, not more than twice in each calendar year provided, however, that the Union requests in writing for this facility with sufficient notice to the Employer.
- (iii) Employees agree to continue to extend their fullest co - operation in respect of enhancing productivity at the work place, which include the following:
  - (a) Employees will extend their fullest co - operation in respect of any change in work arrangements and shift operations to facilitate production requirements. The Employer agrees to discuss with the Union and the employees, proposed changes in work arrangements in advance.
  - (b) Changes in relation to work arrangements and shift operations as currently practiced at the work place. In this regard it is agreed by the Employer to discuss in advance with the Union and the employees, of any changes it proposes to implement in relation to work arrangements.

As such, the Union is agreeing that during periods where there is no work to run machines/ packing, the crew/s will remain at home unless otherwise the Company has work in other departments in Production to deploy them. A prior communication will be done to the Union and the employees in this regard.

- (c) Flexibility to move within currently practiced shift patterns to facilitate training and multi - skilling, manning of new machinery and production requirements will be continued and carried out to ensure

optimization of human capital, I.e., it is the prerogative of the management to move shifts around to ensure that the product/site security concerns are addressed.

- (d) The Union has agreed that Uniformed Security Personnel vacancies which arise due to retirements/resignations will not be backfilled by permanent cadres. Ten (10) vacancies will be backfilled by 3<sup>rd</sup> party security will be engaged to over the period. This is in order to comply with the ISO14298 standards observations and non - conformances.
- (e) All vacancies arising on site will be recruited as per Group's Recruitment Policy. I. e. failing to source for the right candidate internally will result in the Company sourcing the suitable candidate externally. In the interest of development of internal candidate the applicants should be given feedback as to what/where they need to improve.
- (f) All activities connected to the management of quality, environment, health and safety, implementation of international standards, continuous improvement and training activities.
- (g) All necessary measures in relation to handing over of work between shifts. In view of this undertaking, the Employer will continue to implement the present practice of granting a grace period of five minutes in the event the employee reports late.
- (h) Taking all necessary measures by employees in the Maintenance Division in respect of breakdowns in order to minimize the impact on production including flexibility to work during factory shut-downs (New year, Wesak, Christmas and 4 other days, which will be agreed by both parties in November for the following calendar year) if required for annual maintenance and other maintenance matters.


In case of a dispute arising  
original shall prevail.

In witness whereof the parties  
day of December Two Thousand

  
For and on behalf of:  
De La Rue Lanka Currency  
Print (Private) Limited

Name : Andrew Hydes  
Designation: Director/Head

Witnesses 1:

  
Maduka de Silva  
Human Resources Manager  
De La Rue Lanka Currency  
Print (Pvt) Limited.

Witnesses 2:

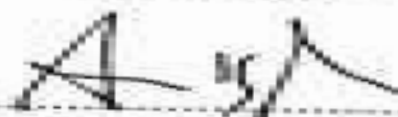
  
Prasad de Silva  
Asst. Director-General  
The Employers' Federation

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GOVERNMENT OF SRI LANKA  
AND DE LA RIVA**

Based on the negotiations between the Government of Sri Lanka and De La Riva, the following Memorandum of Understanding has been agreed to the following:

1. The Union has agreed to provide security for the number of the Union.
2. The above is:
  - a. The first of the Union.
  - b. Although the Union is not a member of the [FTC] time.
  - c. The first of the Union.
  - d. FTC is not a member of the Union.
  - e. How the Union is operating.
  - f. In the Union, the number of the Union is not the same as the number of the Union.

In witness whereof the Government of Sri Lanka and De La Riva have signed this Memorandum of Understanding on the 2nd of December Two Thousand and Twenty.




For and on behalf of De La Riva  
Lanka Currency & Security  
Print (Pvt) Limited


Name : Andrew Hyde  
Designation: Director /

## Witnesses 1:

Maduka de Silva  
Human Resources Manager

  
Maduka de Silva  
Human Resources Manager  
De La Rue Lanka Current  
Print (Pvt) Limited.

## Witnesses 2:

  
Prasad de Silva  
Senior Industrial Relation  
The Employers' Federation

03-736

My No.: CI/1871.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between South Asia Gateway Terminals Private Limited, No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 15th October, 2019 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
14th day of February, 2020.



## Collective Agreement No. 17 of 2019

### COLLECTIVE AGREEMENT 2019 BETWEEN SOUTH ASIA GATEWAY TERMINALS (PVT) LTD., AND INTER COMPANY EMPLOYEES UNION

THE Collective Agreement made and entered into on this 15th day of October, Two Thousand and Nineteen between **SOUTH ASIA GATEWAY TERMINALS (PVT) LTD.**, having its Registered Office at No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 and bearing Company Registered No. PV 326 (hereinafter referred to as the '**Employer**') of the one part and **INTER COMPANY EMPLOYEES UNION**, a trade union duly registered under the Trade Unions Ordinance and having its registered office at No. 259/9, Sethsiri Mawatha, Koswatta, Talangama (hereinafter referred to as the union), of the other part, witnesseth:

Whereas the Union has shown to the satisfaction of the Employer that it represents a majority of the Operative Grade Employees employed by the Employer **AND WHEREAS** it is the desire of the Union and the Employer to enter into an Agreement, which would ensure the peaceful adjustment and settlement of all disputes, which may arise between the Employer and its Employees and/or the Union and the promotion of industrial peace, productivity, quality and attendance.

Now Therefore for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer agree as follows:

1. **Title.**— This Agreement shall be known and referred to as "**The South Asia Gateway Terminals (Pvt) Ltd collective Agreement 2019**"

2. **Date of Operation and Duration.**— This Collective Agreement shall be effective from the First day of April Two Thousand Nineteen and may be terminated by either party with one (01) month's written notice to the other, provided however, that neither party shall give such notice prior to the Thirty First day of March Two Thousand Twenty - Two. Any notice of termination of this Agreement given by either party, prior to the Thirty First day of March Two Thousand Twenty-Two, shall not be regarded as valid notice and shall be of no avail.

It is the intention of both Employer and the Union to renew the agreement on the first day of April Two Thousand Twenty - Two and therefore negotiations for same may commence by the first of January Two Thousand Twenty-Two.

3. **Persons Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and all the Quay Gantry Crane Operators, Rubber Tired Gantry (RTG) Crane Operators, Controllers Deck/Wharf, Controllers Yard, Reach Stacker/ Fork Lift Operators, Planning Assistants, Operations Assistants, ITT Coordinators, Receival Delivery Officers, Assistant Receival Delivery Officers, Foremen Electrical/Mechanical/Cargo Care, Terminal Engineering Assistants Electrical/Mechanical, Cargo Care Officers, Stores Officers, Assistant Stores Officers only who are employed on permanent contracts of employment by the Employer at its work places in Colombo and who are members of the Union.

#### 4. **Declaration of Principle.**—

- (a) Both Employer and the Union accept the principle that the special consideration affecting the Employer is such that the wage and salary rates are a proper subject for collective bargaining between the Employer and the Union, and that the actions of other employers including Government Corporations and the Government of Sri Lanka in their capacity as employers of labour, regarding the amount and timing of wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.
- (b) In cases in which Government does provide by legislation for benefits including increases in wages, gratuity, bonus etc., the following shall apply:

- (i) When such benefits are more favourable than the benefits stipulated, only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein,
- (ii) When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein,
- (c) The stipulations contained in Paragraph (b) above are without prejudice to the principle contained in Paragraph (a) above.

**5. *Rights and Responsibilities of Employer.***— Selection, placement, distribution, transfer and promotion of personnel, laying down of working hours and working programmes, planning and control of Terminal operations, introduction of new machinery or improved operational methods, expansion of operation facilities, establishment of quality and operations standards, maintenance of efficiency, the consequence thereof, maintenance of discipline in the Terminal and for that purpose taking necessary disciplinary action against workmen within the framework of the existing law, regulations and standing orders, are exclusively the rights and responsibilities of the Employer. Recruitment, selection and placement of employees will depend on Employer's requirement, which will not be based purely on the machinery plan. However, the Management acknowledges that the Union may raise with the Employer any grievance or dispute in the opinion of the Union that may have occurred to any of its members.

**6. *General Terms and Conditions of Employment.***— The terms and conditions of this Agreement shall, as from the date hereof, and during the continuance in force of this Agreement be deemed to be include in all the contracts of employment between the Employer and the Employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, the terms and conditions of this Agreement shall prevail.

**7. *Variation of Terms and Conditions of Employment or Benefits.***—

- (a) The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not seek to vary or add to all or any of the practices, terms and conditions of employment presently applicable to any of the employees covered and bound by this agreement or all or any of the benefits Presently enjoyed by any of the workers covered and bound by this Agreement, other than by mutual agreement in writing.
- (b) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Union or incidental thereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.

**8. *Wages .-***

- (a) As from the First day of April 2019 the Employer will grant an increase in wages on the following basis:
  - (i) 13% on the consolidated wage applicable to each employees as at March 2019, and
  - (ii) An additional 1% wage increase on the consolidated wage applicable to each employee as at March 2019 will be granted subject to achieving two million TEUs in the Financial year ended 31st March 2019, and thereafter,
  - (iii) The wage for April 2019 shall be a consolidated wage.

- (b) As from the First Day of April 2020, the Employer will grant an increase in wages of 10% calculated on the consolidated rates as at March 2020 and an additional 1% wage increase will be granted on the consolidated rates as at March 2020 subject to achieving 2 million TEUs in the Financial year ended 31st March 2020 and the said wage for April 2020 shall be a consolidated wage.
- (c) As from the First Day of April 2021 the Employer will grant an increase in wages of 10% calculated on the consolidated rates as at March 2021 and an additional 1% wage increase will be granted on the consolidated rates as at March 2021 subject to achieving 2 million TEUs in the Financial year ended 31st March 2021 and the said wage for April 2021 shall be a consolidated wage.

9. **Adjustment of Salaries of Employees Receiving a Monthly Salary of Rs. 60,000/- or Less.**— The Employer agrees to adjust the salaries of permanent employees who receive a monthly salary of Rs. 60,000/= (Sixty Thousand) or less as at 31.03.2019 and who are in service as at the date of signing of this agreement in the following manner:

- (a) By adding Rs. 1000/- (One Thousand) to the April 2019 salary of such employees and thereafter the wage for April 2019 shall be a consolidated wage;
- (b) A further sum of Rs 1000/- (One Thousand) will be added to the April 2020 salary of such employees and thereafter the wage for April 2020 shall be a consolidated wage and
- (c) A further sum of Rs 1000/- (One Thousand) will be added to the April 2021 salary of such employees and thereafter the wage for April 2021 shall be a consolidated wage.
- (d) The Employer, Union and the Employees agree and accept the above salary adjustment as a full and final settlement of the salary anomaly issue of the employees as raised by the Union. The Union and the Employees agree to raise no further issues whatsoever based on a salary anomaly.
- (e) It is further agreed by the parties that this settlement shall not create a precedent for the future.

10. **Work Practices.**— Both the Employer and the unions agree that the work practices are as per the employment contract, existing policies, procedures, practices, job descriptions and the agreed work practices indicated in Schedule 1 of the Collective Agreement.

11. **Overtime and Work on Holidays.**— If required by the Employer, an Employee shall work reasonable overtime authorised by the Employer in excess of his normal working hours. Reasonable hours will be determined as per Laws applicable. Overtime work or work on holidays shall be remunerated at rates presently in force.

**12. Bonus / Incentives.-****(a) Annual Scheme**

Volume (TEUs) achieved in the last financial year ended 31st March	Bonus (Salary Months)	Volume (TEUs)	Bonus (Salary Months)
Less than 1,200,000	1.00	1,800,000	4.70
1,200,000	2.90	1,850,000	4.85
1,250,000	3.05	1,900,000	5.00
1,300,000	3.20	1,950,000	5.15
1,350,000	3.35	2,000,000	5.30
1,400,000	3.50	2,050,000	5.75
1,450,000	3.65	2,100,000	5.90
1,500,000	3.80	2,150,000	6.05
1,550,000	3.95	2,200,000	6.20
1,600,000	4.10	2,250,000	6.35
1,650,000	4.25	2,300,000	6.50
1,700,000	4.40	2,350,000	6.65
1,750,000	4.55	2,400,000	6.80

Bonus deductions shall be based on the current procedure. Provided, however, any absence without pay imposed by way of a decision of the Employer either pending the conclusion of disciplinary inquiry or by way of punishment will not be considered when ascertaining the eligibility of the Employee for the bonus payment.

Subject to the above, other existing conditions and practices governing the payment of bonus shall remain unchanged.

**(b) Year end unutilised Leave Bonus:**

During any calendar year any employee who has an unavailed leave balance of 14 or more days of sick and casual leave, such employee will be granted a bonus equivalent to half a month's basic salary in the month of January in each year. However, any employee who has been placed on no pay leave even for half a day shall not qualify for this bonus payment.

Provided, however, any absence without pay imposed by way of a decision of the Employer either pending the conclusion of disciplinary inquiry or by way of punishment will not be considered when ascertaining the eligibility of the Employee for the bonus payment.

**(c) Leave Encashment**

Employees will be paid for their unutilised sick/casual and annual leave as per the current practice.

**(d) Attendance Incentive**

- (i) The Employer will pay a monthly attendance incentive to the Employees subject to the conditions set out herein.

- (ii) This incentive will be calculated monthly and paid once a month, based on the following criteria:
- (a) An Employees who reports for all rostered shifts in a calendar month will be paid Rs. 6,000/-.
  - (b) An Employee who avails half (1/2) a day's or one (1) day's leave during a calendar month will be paid Rs 4,000/-.
  - (c) An Employees who avails one and half (1 1/2) or two days' (2) leave during a calendar month will be paid Rs 1,500/-.
- (iii) Unauthorised absence or any form of no-pay leave for any period of time will result in the loss of the total incentive for that month.
- (iv) Annual leave will, for this purpose, be reckoned as days present.
- (v) Employees will not be eligible for this incentive once they have exhausted thier Sick/Casual Leave quota of that calendar year. However, any justifiable reason such as prolonged illness/accidents may be considered an exception, at the discretion of the Employer.
- (e) ***Travelling Allowance:***
- The Employer shall pay employees engaged in shift duties a daily transport allowance of Rs 300/- as per the existing practice.
- (f) ***Productivity Based Incentive Scheme (PBIS):***
- It is agreed by the Employer and the Unions that the Productivity Based Incentive Scheme (PBIS) shall be as per the scheme set out in Schedule 2 hereto.
- (g) A gift voucher of Rs. 15,000/- shall be granted to each employee as per the current practice in the month of December each year for the duration of this Agreement.
- (h) Other than what has been set out in (g) above, there shall be no other payment or gift to employees either in terms of cash or gift vouchers for the duration of this Agreement.
- (i) ***Government Action on Bonus:***
- If at any time during the continuance in force of this Agreement, the Government introduces by legislation for any scheme of bonus or payment under any attendance incentive or production scheme, the employees covered will not be entitled to the benefits of such scheme in addition to the bonus or bonuses provided for in this Agreement. In the event of such Governement legislation, the employees covered shall be entitled to the more favourable scheme of bonus or incentive or production payments.
- (j) ***Work During April New Year Holiday Period:***
- With effect from April 2020 employees who engage in work in all rostered shifts/days during April New Year Holiday period from 12th day of April to 16th day of April each year will be granted a payment of Rs. 3000/- per working shift following the current practice:

13. **Distress Loan.**— Employees who have a period of less than five-years of service in the permanent employment may apply for a distress loan amounting Rs. 50,000/- once a year (12 months) and employees who have completed five years of service or more in the permanent employment may apply for a distress loan amounting Rs. 100,000 once a year (12 months) for an emergency requirement acceptable to the Employer. The recovery period of such loan will be ten (10) months commencing from the date of granting the loan and the loan will be granted subject to the requirement of total deductions including the loan instalment not exceeding 60% of the salary of each month.

14. **Death Mutual Benefit Scheme.**— The Employer shall grant a sum of Rs. 100,000/- to an Employee in the event of a death of his/her immediate family member (namely the spouse, children and parents of the employee) and in the event of a death of his/her father-in-law or mother-in-law as defined in the existing Death Mutual Benefit Scheme. The total employee contribution for such event shall be Rs. 100,000/- regulated in terms of Death Mutual Benefit Scheme.

15. **Employees Insurance Scheme.**— Employees will be covered with the following insurance schemes:

(a) Surgical and Hospitalisation Insurance Cover will be revised for the next 3 years as follows:

Indoor - Rs. 270,000/- per annum.

Outdoor - Rs. 32,000/- per annum.

(b) Group Life Insurance Cover

Rs. 2,500,000/-

(c) Personal Accident Insurance Cover

Rs. 1,000,000/-

(d) Workmen's Compensation Insurance Cover

As per the Workmen's Compensation Act

Payments will be made as per the agreement between the Employer and the Insurance Company.

16. **Check - Off :**

(a) This clause shall apply to the employer so long as the Union maintain a membership in the workplace of the employer of not less than forty percent (40%) of the employees covered and bound by this Agreement and so long as this Agreement subsists.

(b) The employer shall, on the written request of an employee, deduct from the wages due to such employee the current monthly union dues as are specified by the employee to be payable monthly by employees to the union and remit the amount so deducted to the union.

(c) Every employee who agrees to the deduction of union dues from his wages shall sign an "authorisation" and forward it to the employer.

(d) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect and forwarding it to the Employer.

17. **Employees' Grievances Procedure.**— In the event of an employee grievance, the following procedure shall be followed in resolving such grievance:

- (a) The Employee will, in the first instance discuss the grievance with the Departmental Executive;
- (b) If the grievance is not satisfactorily resolved, the employee may then discuss the matter with the Departmental Manager. The Departmental Manager will if necessary, in consultation with the Employer's Management endeavour to arrive at a satisfactory solution in respect of the grievance;
- (c) In the event of the grievance not being resolved at the level of the Departmental Manager, the issue in Grievance will then be discussed by the Employee with the Employment Practices Manager/Human Resource Manager of the Employer;
- (d) If no satisfactory solution is arrived at, then the issue in grievance will be discussed by the Branch Union and the Employer's Management. At such discussion, the number of representatives from each side shall not exceed four (4).

18. **Disputes Resolution Procedure.**— In the event of a dispute pertaining to a matter not covered by this Agreement, both parties agree that they shall settle such dispute by strictly adhering to the procedure set out below:

- (a) Whenever, there is a dispute, a written statement of the dispute shall be forwarded by the branch union to the Employer, and at least two week's time given for the employer to resolve the dispute.
- (b) If no satisfactory solution is found, the matter shall be referred to the parent union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of EFC and the parent union, the conciliatory proceedings under the Industrial Dispute Act shall be followed.
- (d) If after conciliation has failed in the Labour Department, the Union wishes to take trade union action, written notice of not less than 14 days shall be given to the Employer, the EFC and the Commissioner General of Labour prior to initiating such action.

19. **Disciplinary Inquiry Procedure.**—

- (a) Within Five (5) working days of the date of the Show Cause Notice, the employee shall furnish in writing to the Employer the answer or explanation to the charge or charges preferred against such Employee.
- (b) The Employer shall allow a member of the Union in employment of the Employer to be present as an observer at the inquiry.

20. **Trade Union Action.**— The Union and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any form of trade Union action in respect of any Dispute covered or related to this Agreement.

21. **Consequences of Termination of Agreement.**— On the termination of this Agreement all terms, conditions, facilities and concessions enjoyed by the Union and/or members under this Agreement shall *ipso facto* cease. Employee benefits as per the Collective Agreement will remain unchanged provided Employees continue with the agreed work practices, terms and condition stipulated in this agreement.

22. **Breaches of the Agreement by the Union and/or Its Members.**— If in the opinion of the Employers' Federation of Ceylon, the Union or their members have committed a breach of this Agreement, then and in such event the Employer reserves the right, inter alia, to withdraw all or any of the facilities or benefits granted to the Employees, or to the Union seven (7) days' after raising such breach with the Union in writing without prejudice to the Employer's right to restore such facilities or benefits upon such terms and conditions as the Employer and the Employers' Federation of Ceylon may decide. The Union will be entitled to dispute the justification of such withdrawal.

If in the opinion of the Union, the Employer has committed a breach of this Agreement then and in such event, the Union would have the right to refer such matter to the Commissioner of Labour.

23. **Interpretation of Agreement.**— Any dispute over the interpretation of this Agreement shall be settled by voluntary arbitration under section 3 (i) (d) of the Industrial Dispute Act (1950).

24. **Definitions.**— Unless the context otherwise requires the following words shall have the following meaning:

- (a) "Employee" or "Workman" shall mean an employee in the permanent employment of the Company and is covered and bound by this Agreement.
- (b) "Dispute" shall have the same meaning as an "Industrial Dispute" in the Industrial Disputes Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act subject to the proviso that it shall not include a dispute involving a variation of this Collective Agreement.

Words importing the masculine gender shall include the feminine gender.

Words importing the singular number shall include the plural number and *vice versa*.



In witness whereof  
Collective Agreement this

FOR AND ON BEHALF OF  
SOUTH ASIA GATEWAY  
(PVT) LIMITED.



ROMESH DAYARATHNE  
CHIEF EXECUTIVE OFFICER



THUSHARA JAYAWARDENE  
GENERAL MANAGER

WITNESSES:



UPUL JINADAS  
GENERAL MANAGER



THANUJA MORAWALA  
FINANCIAL CONTROLLER



VAJIRA ELLEPOLA  
DEPUTY DIRECTOR-GENERAL

## Schedule 1

## WORK PRACTICES

**Quay Crane Operators, RTG Crane Operators, reach Stacker/Forklift Operators, Controllers yard, Controllers Deck/Wharf, receival delivery officers, Assistant receival delivery officer,**

**Foremen Electrical/Mechanical/ Cargo Care, Terminal Engineering Assistants Electrical/Mechanical, Cargo Care Officers,**

**Planning Assistants, Operation Assistants, Operations controllers, ITT Coordinators, Stores Officers, Assistant Stores Officers.**

**Quay Crane Operators**

1. Work pattern - 6 hours in the normal shift 3 hrs in the overtime shift following the normal shift and 6 hrs in the shift after the overtime shift.
2. Quay Crane Operators agree to:
  - (a) Operate 10 out of 12 cranes during the shift at all times and 1 crane will be parked for maintenance during each shift. Maximum number of cranes available for operational use during a shift would be 11.
  - (b) Deploy an 11th crane once in a shift by ensuring necessary changeovers to meet company exigencies. Such operational exigencies of the company shall be conveyed in advance (*i.e.* to be notified at the commencement of the shift of the date of deployment).
  - (c) To designate the crane that is to be parked during the shift for maintenance at the beginning of the shift.
  - (d) Operators to change 2 cranes once within the shift if number of cranes used within the shift shall be 9 or less. Such requirement will be notified at the commencement of the shift.
  - (e) In the event of machine breakdown, operators agree to take over any other crane which is parked and operate that crane.
  - (f) An operator shall not be asked to change cranes within the 3 hour roster allocated to the specific crane. However, this is not applicable if the specific crane breaks down. In such situations, the operator shall change the crane immediately.
  - (g) Deck/Wharf Controllers who were assigned to specific crane to be changed shall change point of work and resume work at the new crane.
3. An Operator shall drive for a maximum of 3 hours continuously in any part of the drive roster and not leave the machine unmanned till the relief driver takes it over.

### **RTG Crane Operators**

1. Work pattern - 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hrs in the shift after the overtime shift. If an operator is working three consecutive shifts, he shall work 6 hours in the third shift. However, if it is found that the employees abuse this work arrangement to create work, the Employer reserves the right to revert to the substantive work arrangement which is 8 hours in the third consecutive shift.
2. Operators shall change from one crane to another as per the requirements and will drive any crane they are allocated to.
3. An Operator may drive for a maximum of 4 hours continuously in any part of the drive roster as per the current practice and not leave the machine unmanned till the relief driver takes it over.

### **Reach Stacker/Forklift Operators**

1. Work pattern - 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hrs in the shift after the overtime shift.
2. An Operator may drive for a maximum of 4 hours continuously in any part of the drive roster and not leave the machine unmanned till the relief driver takes it over.
3. The Operator shall have total responsibility for the maintenance of gear stores *i.e.* ensuring orderliness of gear stores and maintaining the gear. In this regard, they will provide guidance to the assistants.
4. Work any two machines (Forklift machine/ Reach Stackers) during the shift with 3 operators. In case a 3<sup>rd</sup> machine is required to work due to exigencies the required number of staff will be deployed on overtime.

### **Controllers - Yard**

1. Work pattern - 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hrs in the shift after the overtime shift.
2. Point of Work of the Controller - Yard, will be changed as per operational requirements.

### **Controllers - Deck/Wharf**

1. Work pattern - 8 hours in the normal shift, 4 hours in the overtime shift and 8 hours after the overtime shift.
2. Point of Work (Quay Crane) of the Controller Deck/Wharf will be changed as per the Operational requirement of the shift and they will work any Point of Work (Quay Crane) they are allocated to work during the shift.
3. Work practice described above under QC operators (clause No. 02) shall be applicable to Deck/Wharf Controllers as well.

**Quarry Crane Operators, RTG Crane Operators, Reach Stacker/Forklift Operators, Controllers - Yard and Controllers - Deck/Wharf**

Employees may leave the work premises, having indicated in the register provided for the purpose and sign out after completion of their duties according to the roster, thereby ensuring no machine/ Point of Work is left unmanned to ensure continuance of work.

**Operations Controllers**

Work Pattern - 10.5 hours in the normal shift, 6 hours in the overtime shift following the normal shift and 10.5 hrs. in the shift after the overtime shift.

**Receival Delivery Officers**

1. Work pattern - 10.5 hours in the normal shift 6 hours in the overtime shift following the normal shift and 10.5 hours in the shift after the overtime shift.
2. In the event all six Receival Delivery Officers in the shift are at work two employees may leave the work premises, one employee at 4.30 pm/am and the other at 5.00 am/pm having obtained permission from the Line Manager/ Executive and sign out after completion of their duties according to the roster, thereby ensuring all four gates are manned.
3. In the event five Receival Delivery Officers are at work, only one employee may leave the work premises at 5.00 am/pm having obtained permission from the Line Manager/ Executive and sign out after completion of their duties according to the roster thereby ensuring all four gates are manned.

**Assistant Receival Delivery Officer**

1. Work pattern - 10.5 hours in the normal shift, 6 hours in the overtime shift and 10.5 hours in the shift after the overtime shift.
2. In the event of all six Assistant Receival Delivery Officers are at work one employee may leave the work premises at 4.30 am/pm or 5.00 am/pm as the case may be, having obtained permission from the Line Manager/Executive and sign out after completion of their duties according to the roster, thereby ensuring no work disruption.

**Foremen Electrical/Mechanical/Cargo Care, Terminal Engineering Assistants Electrical/Mechanical, Cargo Care Officers.****Planning Assistants, Operation Assistants, Operations Controllers, ITT Coordinators, Stores Officers, Assistant Stores Officers.**

1. Work pattern - As per the Job Description/Current Work Practices.
2. In the event two (02) Planning Assistants are at work one employee may leave the work premises at 4.30 am/pm or 5.00 am/pm as the case may be, having obtained permission from the Line Manager/Executive and sign out after completion of all duties according to the roster, thereby ensuring no work disruption.
3. In the event three (03) Operation Assistants are at work one employee may leave the work premises at 4.30 am/pm or 5.00 am/pm as the case may be, having obtained permission from the Line Manager/Executive and sign out after completion of all duties according to the roster, thereby ensuring no work disruption.
4. Employees in Engineering Department may work a shift in lieu of the normal shift if they so wish to on the requirement of the Employer. In other words, no employee will be forced to change his normal shift. Reduction in number of shifts if any, due to above change will not affect attendance bonus or PBIS.

Schedule 2

PRODUCTIVITY BASED INCENTIVE SCHEME (PBIS): - 1<sup>ST</sup> APRIL 2019

**1. Average Shift Gate Turn Time (Minutes/Shift) - (A)**

Applicable amount will be determined for each shift based on the average gate turn time maintained within the respective shift.

Applicable Rates:

Low	High	Proposed Amount
20.01	24.00	175.00
16.01	20.00	307.50
12.01	16.00	360.00
10.01	12.00	375.00
1	10.00	450.00

**2. Shift Throughput Moves Per Shift - (B)**

Applicable amount will be determined for each shift based on the number of moves handled in the yard including wharf (ship to shore/shore to ship) and gates within the respective shift.

Applicable Rates:

Low	High	Proposed Amount
500	1000	105.00
1001	1250	132.50
1251	1500	157.50
1501	1750	185.00
1751	2000	237.50
2001	2250	350.00
2251	2500	400.00
2501	2750	450.00
2751	2850	500.00
2851	2950	550.00
2951	3050	625.00
3051	3150	675.00
3151	3250	725.00
3251	3350	775.00
3351	3450	825.00
3451	3550	875.00
3551	3650	925.00
3651	3750	975.00

Low	High	Proposed Amount
3751	3850	1075.00
3851	3950	1125.00
3951	4050	1175.00
4051	4150	1225.00
4151	4250	1275.00
4251	4350	1325.00
4351	4450	1375.00
4451	4550	1425.00
More Than 4050		1475.00

### 3. Shifting and Shuffling - (C)

Applicable amount for the shift to be determined for total planned shifting/shuffling done in the yard at the rate of Rs. 1.00 per shift/shuffle move.

### 4. Crane Productivity Moves per Hour - (D)

Applicable amount will be determined by taking the average real crane rate for all the ships handled during the month (ships berthed from 0700 on the 1st day of the month till 0700 on the 1st day of the next month).

Low	High	Proposed Amount
25.00	26.00	325.00
26.01	27.00	400.00
27.01	28.00	475.00
28.01	29.00	575.00
29.01	30.00	680.00
30.01	31.00	752.50
31.01	32.00	832.50
32.01	33.00	915.00
33.01	34.00	995.00
34.01	35.00	1072.50

### 5. Throughput based Payment Adjustment factor for QC Productivity - (E)

Applicable adjustment factor for the total monthly throughput handled during the month will be determined using the table below. Total amount earned for QC productivity for specific number of shifts worked by each group will be adjusted either upward or downward by the applicable factor.

Low	High	Applicable Rate
1	50000	1.00
50001	60000	1.00
60001	70000	1.00
70001	80000	1.00

*Contd.,*

Low	High	Applicable Rate
80001	90000	1.00
90001	100000	1.00
100001	110000	1.00
110001	120000	1.00
120001	130000	1.00
130001	140000	1.10
140001	150000	1.20
150001	160000	1.30
160001	170000	1.40
170001	180000	1.50
180001	190000	1.60
190001	200000	1.70
200001	210000	1.80
210001	220000	1.90
220001	230000	2.00

**6. Reward for High Performance - (F)**

Difference between rates applicable for higher monthly average real QC productivity rates achieved by specific group/s over and above the average monthly QC productivity rate determined under item 4 above will be compensated additionally as per the table below. For example, if the average monthly real QC productivity for the month determined under item 4 above is 28.5mph (Rs. 575.00) and other group/s have contributed a monthly average real crane rate of 30.5mph (Rs. 752.50) during the month, Only those specific group/s will be compensated additionally the difference of Rs. 177.50 per each shift they worked during the month. Real crane productivity contribution for each ship by groups as per Shift-log will be used to determine group wise average real crane rate for the month. Monthly average real crane rate for each group will be calculated by dividing the total moves handled by each group by the total real crane hours used by the group during the month covering all shifts worked.

Low	High	Amount
25.00	26.00	325.00
26.01	27.00	400.00
27.01	28.00	475.00
28.01	29.00	575.00
29.01	30.00	680.00
30.01	31.00	752.50
31.01	32.00	832.50
32.01	33.00	915.00
33.01	34.00	995.00
34.01	35.00	1072.50

**7. Calculation**

Monthly payment to be calculated as follows.

$$X = (A+B+C) * \text{Shift days worked}$$

$$Y = (D * \text{Shift days worked}) * E$$

$$Z = ((F \text{ Rate} - D \text{ Rate}) * \text{Shift Days Worked})$$

Z is applicable only for eligible group/s

$$\text{PBIS payment for the month} = (X+Y+Z) * 1.05$$

**8. Consistent Performance Incentive**

This payment is for minimum productivity maintained at 28 or more crane moves per month during the previous quarter. Percentage payment will be made as per the following table of the total PBIS earned over the quarter up to the specified maximum limit. This amount will be paid with the last month's PBIS of the quarter. Crane productivity of each month of the quarter shall be at least 28 or more to be eligible for this incentive.

Low	High	Amount	Maximum CPI Payment per Quarter Rs.
28.01	30.00	10%	14,000.00
30.01	32.00	11%	15,000.00
32.01	34.00	12%	16,000.00
34.01	More	13%	17,000.00

**9. Special Terms**

- Move count as per VPR published for each ship completed will be used for PBIS purposes.
- Real crane hours calculated and published in the VPR for each ship completed will be used for PBIS calculation.

**10. Damage deductions**

- Property of SAGT, Agents or third party is covered under this clause.
- On the Company achieving zero accidents/incidents during a month, every eligible employee will be eligible to receive an additional 5% of the PBIS earned  $((X+Y+Z)*1.05)$  for that particular month.
- 100% will be deducted against un-reported accidents/ incidents.
- 50% will be deducted against accidents/incidents due to negligence of employees.
- Entire months PBI will be deducted from the employee who is directly responsible for the damage.
- Further, a few months PBI payment+disciplinary action will be taken against the employee/ group of employees depending on the gravity of the loss.
- 50% will be deducted against losses on account of non-accidental incidents due to negligence of an employee or group of employees.



**11. Minimum Criteria/ Special Conditions for PBIS Payment**

- i. Minimum monthly average real crane productivity of 25 moves per hour should be reached to become eligible for full PBIS payment for the month. If the monthly average real crane rate is lower than 25 moves per hour, PBIS will not be paid for that month. Real crane rate used for PBIS is calculated after deducting the crane standby times which may occur due to any adverse actions of third parties during the specific ship operation. As an example, any strike action by prime mover drivers resulting in any cranes having to stand by will be deducted from the crane operating hours when calculating the real crane rate.
- ii. However, unions may raise a grievance with the management if the monthly average real crane rate drops below 25 moves per hour for reasons beyond the control of SAGT and its staff.
- iii. Payment will be made according to number of shifts worked (inclusive of over time).
- iv. Eligibility for Operations and Engineering employees who directly get involved in the productivity.
- v. Managers and Executives will not be entitled for this payment.
- vi. Fixed amount to all categories.

**12. No Pay Leave and Suspensions**

Any employee who goes on no-pay or suspended for disciplinary reasons shall lose 5% of the monthly PBIS per each day of no-pay or suspension. Such employees will lose 5% of the consistent productivity allowance per each day of no-pay or suspension.

**13. Validity Period**

This scheme shall be in place for 3 years starting from 01st April 2019 and no revisions will be made during this period.

03-737