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## The Gazette of the Democratic Socialist Republic of Sri Lanka EXTRAORDINARY

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No. 2212/13 - TUESDAY JANUARY 26, 2021

(Published by Authority)

### PART I : SECTION (I) — GENERAL

#### Government Notifications

My No. : සාගි/වතු/07/2020.

Collective Agreement No. 33 of 2020

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between The Employers Federation of Ceylon, No. 385 J3, Old Kotte Road, Rajagiriya of the one part and the Ceylon Estate Staffs Union, No.6, Aloe Avenue, Colombo 03 of the other part on 6th November 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).

**B. K. PRABATH CHANDRAKEERTHI,**  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
November 2020.

#### Collective Agreement - Maintenance & Support Staff

This Collective Agreement made and entered into between the Employers' Federation of Ceylon, No. 385 J3, Old Kotte Road, Rajagiriya, of the First Part and the Ceylon Estate Staffs' Union of No.6, Aloe Avenue, Colombo 3, of the Second Part, on this 6th day of November, Two Thousand Nineteen witnesseth as follows:-

##### 1. Title

This Agreement shall be known as the Plantations Maintenance & Support Staff Collective Agreement.

##### 2. Employers covered and bound

This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in



Schedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be, according to context for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

### 3. Unions and Employees covered and bound

This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereon.

### 4. Earlier Agreements

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the 'disputes committee' and thereafter to the Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'disputes committee', but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

### 5. Date of Operation and Duration

Subject to any provisions to the contrary, this Agreement shall be effective from 1st October 2019 and shall thereafter continue in force unless terminated by either party by giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give such notice to the other before 30th September 2022.

### 6. General Terms and Conditions

- (i) The revised terms and conditions relating to this Agreement shall only come into force on the 1st October 2019 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.
- (ii) All employees covered by this Agreement on completion of 15 years of service under the same employer shall be granted an additional Rs100/- annual increment.

(iii) Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy same.

(iv) Grading of employees shall be at the discretion of the Employer.

### 7. First Appointment

- (i) No person will be recruited to a grade covered by this Agreement unless he/she has required knowledge and experience in the trade.
- (ii) All designations of new recruits should be as specified in Schedule II hereof.

### 8. Probation

On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of six months, the employee shall be deemed to be confirmed, notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer shall have the right to terminate his/her services without notice or assigning reasons therefor.

### 9. Attendance at work

Unless otherwise specifically instructed by the Employer an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

### 10. Salaries

- (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2019 shall be as follows:
  - (i) With effect from 1st October 2019, the salaries of all employees in employment shall be increased by 25% based on last drawn salary.
  - (ii) Employees who reach the maximum salary point depicted in the scale will continue to receive

annual increments if they continue to remain within the same category.

2019/20 2020/21 2021/22

- (iii) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per Schedule II of this Agreement.

All employees on completion of 15 years' service

Rs. 700/- Rs. 700/- Rs. 775/-

- (iv) Subject to the provisions set out in clause 6 ( i ) above, the Regional Plantations Companies covered and bound will to pay the revised salaries in the month of October 2019.

- (2) (i) With effect from date hereof, employees covered by this Agreement, who are entitled to a payment in lieu of staff quarters being provided to them, shall receive a payment of Rs1,350/- per month.

- (ii) In the event of any person not occupying quarters provided by the employer such person shall be liable to disciplinary action.

## 12. Hours of Work and Overtime

- (i) The decisions of the relevant Wages Board shall apply.
- (ii) If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Rates of overtime shall be according to the decisions of the relevant Wages Board.

## 13. Weekly and Poya Holidays

An employee will be entitled to weekly holidays and half-holidays as per the relevant Wages Board decisions.

## 11. Annual Increments

- (i) Annual increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- (ii) An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.
- (iii) Revised annual increments shall be paid as stated below to all employees in employment as on 1st October 2019.

2019/20 2020/21 2021/22

Lorry/Tractor Driver  
Electrician/ Mechanic/  
Motor Mechanic  
Blacksmith/Carpenter  
Engine Driver/Welder  
Backhoe Operator/  
Electrical Foreman

Rs. 600/- Rs. 600/- Rs. 675/-

## 14. Holidays

- (i) All employees covered by this Agreement will be entitled to the following Eight (8) holidays:
- Tamil Thai Pongal Day  
National Day  
Day Prior to Sinhala and Tamil New Year  
Sinhala and Tamil New Year Day  
May Day  
Day Following Vesak Full Moon Poya Day  
Holy Prophet's Birthday (Milad-Un-Nabi)  
Christmas Day
- (ii) Payment for work on such holidays shall be remunerated according to the decisions of the relevant wages boards.

## 15 Leave

1. **Annual Leave** - Employees presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant Wages Board decisions applicable to them. . Annual leave not utilized in any one year shall not be carried over to the next year.
2. **Casual Leave** - All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not utilized in any one year will not be carried over to the next year.

3. (i) Sick Leave - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a Medical Certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a Medical Certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition, however, that he cannot avail himself of more than 90 days on that account.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave, he shall be permitted to continue to enjoy such concession as personal to him.

#### 16. Administrative Transfers

- (i) Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice, in writing.
- (ii) Transfers from one estate to another or from one Division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three (3) calendar months' notice, in writing on or before 30th September.
- (iii) Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
- (iv) The transfers of Employees whose children are to be admitted to Grade 1 in School also will be considered on a case-by-case basis.
- (v) No transfers shall be effected from one plantation company to another managed by the same management company, without the consent of the employee.

- (vi) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (vii) The provisions of sub-clauses (i), (ii) (iii) and (iv) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

#### 17. Age of Retirement

- (i) Unless the letter of appointment specifies a higher retiral age, the age of retirement shall be 60 years and will be applicable to those who are in employment as at the date of signing this Agreement.
- (ii) However, an Employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.
- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

#### 18. Gratuity

Gratuity shall be payable in accordance with the Payment of Gratuity Act, No.12 of 1983.

#### 19. Disciplinary Inquiries

- (i) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended

without pay, he shall be notified in a general manner of the reasons for such suspension within three days of the actual suspension.

- (ii) An employee may also be suspended with pay, pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (iii) An employee is entitled to be furnished with a 'show-cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary, the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (iv) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate, he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show-cause' letter is received, unless circumstances prevent the Employer from doing so.
- (v) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation, he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (vi) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and

except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.

- (vii) Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

## 20. Suspension pending Disciplinary Inquiries

- (i) An employee may be suspended from work without pay for a period not exceeding one month, pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
- (ii) Suspension of an employee on the ground referred to in sub-clause (i) above for any period in excess of one month shall be on half pay.
- (iii) The provisions contained in sub-clauses (i) and (ii) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit verifications.

## 21. Suspension as a measure of punishment

- (i) Punishment for offences in the case of an employee may include suspension, provided, however, that such suspension shall not exceed fourteen (14) days without pay and shall be in writing.
- (ii) Punishment in excess of three days' suspension, without pay, shall only be after a domestic inquiry.

## 22. Variations of Terms and Conditions of Employment and Disputes

- (i) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.

- (ii) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
- (iii) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner-General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
- (iv) It is agreed by and between parties that the Unions, collectively or independently, or their members shall not resort to any form of Trade Union action on any matter covered by this Agreement or is connected therewith.
- (iv) By arrangement with their respective Employers, two Vice Presidents of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two Vice Presidents shall not exceed twelve days in any one year.
- (v) By arrangement with their respective Employers, Branch Chairman and Sub-Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.
- (vi) Duty leave shall be granted to one employee selected from amongst all staff categories per estate selected by the union to attend seminars and workshops conducted by the union or any other labour related institute on not more than two occasion in a year for a period not exceeding four (4) days. The Union shall inform the Employers in writing the requirement of duty leave required in terms of this clause.

### 23. Disputes Resolution Committee

It is agreed by parties that the Disputes Resolution Committee will meet once in three months to resolve any dispute that may arise in relation to any violation of the provisions of this Agreement. However, in case of an urgent necessity a meeting will be held with two weeks' notice, if requested by either party.

Decisions arrived at the Dispute Resolution Committee shall be implemented within a period agreed between the parties.

### 24. Duty Leave

- (i) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (ii) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (i) above, the Federation will attempt to effect an amicable settlement between parties.
- (iii) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.

## PART II

1. The Regional Plantations Companies covered and bound by this Agreement morefully described in Schedule I to this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in the situation of amalgamation/sub-leasing of estates/divisions/factories prior to such situations. However, the regional plantation company will continue to be the Employer.

### 2. Electricity

Free electricity would be granted to staff on the following basis, irrespective of what they had been enjoying in the past.

**Elevation below 4,500 feet** - 100 units  
(Factory Elevation)

**Elevation above 4,500 feet** - 130 units  
(Factory Elevation)

Recoveries for any excess usage will be made once in six months on the accumulated figure at the rate that costs each estate.

Kerosene - The Employer shall provide 25 litres Kerosen per mensem to those employees resident on estates/divisions without electricity.

### 3. Tea Allowance

The Employer shall provide 1 1/2 kgs of tea free of charge to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

The staff members could purchase, in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP, whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992, would be entitled to purchase a maximum of 3 kg. at a concessionary rate of 35% of COP or NSA, whichever is lower with effect from 1st June 2003.

### 4. Death Grant

- (i) With effect from the date hereof, on the death of a staff member, the Dependants will be paid a sum of Rs. 100,000/- as funeral expenses.
- (ii) The Dependants of the deceased staff member will be paid 50% of the sum equivalent to three months' salary within one month upon the death of the employee and the balance at the time the Dependants hand over the staff quarters.
- (iii) If quarters are not provided to the deceased staff member, the Dependants will be paid the sum equivalent to three months' salary within one month of the death of the staff member.

### 5. Medical Aid Scheme

- (i) The Employee contribution to the medical aid scheme will be 5% and the Employers' contribution shall be 10%.
- (ii) A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/ death or termination of his/her employment from the estate.

### 6. Union Subscription

- (i) The Employer agrees, on the written request of an employee, to deduct from the wages due to such employee, the current monthly union subscription as specified by the employee, to be payable monthly by the employee to the union and remit the amount so deducted to the union by the following month until such time the employee maintains his request.
- (ii) In the event of the union being representative of less than 40% of the employees, no remittance in respect of check-off would be made thereafter.

In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this 6th day of November, Two Thousand and Nineteen.

Bhathiya Bulumulla,  
Chairman,  
Plantation Services  
Employers' Group.

Chathura Samarasinghe,  
President,  
Ceylon Estate Staffs' Union.

WMKL Weerasinghe,  
Director-General,  
The Employers' Federation  
of Ceylon.

Witnesses :

1.

Binesh Pananwala,  
CEO,  
Watawala  
Plantations PLC.

2.

Sunil Poholiyadda,  
Managing Director,  
Lankem Tea & Rubber,  
Plantations (Pvt.) Ltd.

3.

Prasad de Silva,  
Assistant Director General,  
Head of Plantation  
Services,  
The Employers' Federation  
of Ceylon.

1.

Nath Amarasinghe,  
General Secretary,  
Ceylon Estate Staffs' Union.

2.

Robert Francis,  
Treasurer,  
Ceylon Estate Staffs' Union.

3.

KHAS Wickramaratne,  
Deputy President,  
Ceylon Estate Staffs' Union.

## INTERPRETATION

<i>Word</i>	<i>Meaning</i>
Union	Means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer	Means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof.
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	Means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.

## SCHEDULE I

Agalawatte Plantations PLC  
Agarapatana Plantations Limited  
Balangoda Plantations PLC  
Bogawantalawa Tea Estates PLC  
Elpitiya Plantations PLC  
Elkaduwa Plantations Limited  
Hapugastenne Plantations PLC  
Hatton Plantations PLC  
Horana Plantations PLC  
Kahawatte Plantations PLC  
Kelani Valley Plantations PLC  
Kotagala Plantations PLC  
Madulsima Plantations PLC  
Malwatte Valley Plantations PLC  
Maturata Plantations Limited  
Pussellawa Plantations Limited  
Talawakelle Tea Estates PLC  
Udapussellawa Plantations PLC  
Watawala Plantations PLC

## SCHEDULE II

### Maintenance & Support Staff Salary Ranges

	<i>Previous Salary</i>	<i>Present Salary with 25%</i>	<i>Proposed Initial Salary</i>	<i>Increment 2019/20 &amp; 2020/21</i>	<i>Increment 2021/22</i>
Lorry/ Tractor Driver					
Electrician/ Mechanic					
Motor Mechanic					
Blacksmith/ Carpenter	Rs. 22,950	Rs. 28,688	Rs. 28,690	Rs. 600	Rs. 675
Engine Driver/Welder					
Backhoe Operator					
Electrical Foreman					
All Employees on Completion of 15 years' Service placed on Grade I	Rs. 22,800	Rs. 28,500	Rs. 28,500	Rs. 700	Rs. 775



My No: CI/1260

## THE INDUSTRIAL DISPUTES ACT. CHAPTER 131

THE Collective Agreement entered into between Hatton National Bank PLC, No. 479, T.B. Jayah Mawatha, Colombo 10 of the one part and the Hatton National Bank PLC Officers Union, No. 24/16/A, Sri Sangabo Road, Kawdana, Dehiwala of the other part on 12th October 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)

**B. K. PRABATH CHANDRAKEERTHI,**  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat, Colombo 05,  
November, 2020.

### Collective Agreement No. 35 of 2018

This Collective Agreement made this 12th **October 2018** between Hatton National Bank PLC, a Bank duly registered in Sri Lanka and having its registered office at 479, T.B. Jayah Mawatha, Colombo 10 (hereinafter referred to as “the Bank”)

*of the One Part*

And

The Hatton National Bank PLC Officers’ Union (HNB Officers’ Union), a Trade Union duly registered in Sri Lanka and having its registered office at No.24/16A, Sri Sangabo Road, Kawdana, Dehiwela (hereinafter referred to as “the HNB Officers’ Union”).

*Of the Other Part*

Whereas the HNB Officers’ Union submitted proposals for a revision of salaries and other benefits in respect of their members among the employees covered and bound by this Collective Agreement and subsequent to negotiations between the Bank and the HNB Officers’ Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the HNB Officers’ Union and the employees and maintaining an efficient and productive working environment, the matters so agreed upon are set out hereunder.

### 1. Parties to be Covered and Bound

This Agreement shall cover and bind Hatton National Bank PLC (“the Bank”), the Hatton National Bank PLC Officers’ Union (“the HNB Officers’ Union”) and members of the HNB Officers’ Union employed by the Bank in the category of Junior Executives (hereinafter referred to as the “employees”) for whom salary ranges have been prescribed in this Agreement.

### 2. Date of Operation and Duration

This Agreement shall come into force on the 1st April 2018 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st March 2021. The HNB Officers’ Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2020.

### 3. Earlier Agreements

This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements shall stand repudiated in respect of the parties hereto.

### 4. Matters Covered and Bound

- (a) This agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the HNB Officers' Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the HNB Officers' Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement except to the extent agreed.
- (b) It is agreed by the parties covered and bound by this Agreement that in relation to present employees they shall not during the continuance in force of this agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable or enjoyed as provided for in this agreement other than by mutual agreement.

### 5. Consolidated Salary

- (a) With effect from 1st April 2018, each employee covered and bound by this Agreement shall be paid salaries in accordance with the salary ranges prescribed hereunder.

Junior Executive Grade 1	-	Rs.70,000 to Rs.110,000
Junior Executive Grade 2	-	Rs.80,000 to Rs.160,000
Junior Executive Grade 3	-	Rs.90,000 to Rs.210,000

- (b) Annual increments will be based on performance in accordance with the performance appraisal scheme of the Bank subject to a minimum increment of a sum equal to 3% p.a. of an employee's salary subject to the condition that those who are rated as "Does not I meet expectation" will not receive any increment.
- (c) The scale of rating under the performance appraisal scheme to determine levels of performance of employees for the grant of annual increments will be as given below.

Outstanding	-	1 - 1.24	-	Achievement above 121%
Exceed Expectation	-	1.25 - 1.74	-	Achievement between 106% to 120%
Meet Expectation	-	1.75 - 2.49	-	Achievement between 95% to 105%
Below Expectation	-	2.50 - 3.49	-	Achievement between 75% to 94%
Does not meet expectation	-	3.50 - 4.99	-	Achievement below 74%

The HNB Officers' Union shall be engaged in deliberations in the event of any changes to existing performance appraisal scheme and thereafter the new scheme will be informed to the employees.

### 6. Conversion to Revised Salaries with effect from 1st April 2018

For the placement of an employee in the salary range as set out at clause (5) above with effect from 1st April 2018, the following provisions shall apply.

- (i) A sum equal to 16% of the basic salary payable to an employee as at March 2018 shall be added to the basic salary paid to each employee in the month of April 2018.

## 7. Incremental Date

The annual incremental date will be 1st April.

## 8. Fuel Allowance

Employees will be entitled to receive a conveyance/fuel allowance in accordance with the amounts stated below.

Junior Executive Grade 1	-	a sum equal to 65 litres of	petrol per month
Junior Executive Grade 2 & 3	-	a sum equal to 90 litres of	petrol per month

## 9. Holiday Allowance

- (a) The Bank shall pay a lump sum allowance in accordance with the amounts stated below.

Junior Executive Grade 1 & 2	-	Rs.50,000/- p.a.
Junior Executive Grade 3	-	Rs.55,000/- p.a.

- (b) In the case of an employee promoted during the course of a year, the payment for a period of service less than a completed calendar year will be computed proportionately at the rate of 1/12th of such entitlement in respect of each completed month of service.

## 10. Special Payments

- (a) *Tea & Dinner Allowance*

Parties agreed that employees covered & bound by this agreement shall not be entitled for overtime payment. However, Tea & Dinner allowance will be paid for work outside normal working hours on a normal working day as follows:

1/2 hour	-	Rs.200
1 hour	-	Rs.350
Up to 1 1/2 hours	-	Rs.500
Up to 2 hours	-	Rs.650
Up to 2 1/2 hours	-	Rs.675
Up to 3 hours	-	Rs.700
Up to 3 1/2 hours	-	Rs.725

4 hours & above would be at the rate of Rs. 400 for one full hour.

- (b) *Working on Holidays*

Parties agreed that all statutory payment are included in the salary of an employee and in addition for work on a holiday an employee will be paid a sum of Rs. 600 for each completed hour so worked. Further, sum of Rs. 2,000 per day which is granted through Human Resources Division Circular No.947/2008 dated 03rd April 2008 at present will be extended to all employees who work on holidays provided they cover minimum of 5 1/2 hours of work. However, any increase to the amount granted through the aforesaid circular will be at the sole discretion of the management.

(c) *Disturbance Allowance*

- (i) Employees reporting for work prior to 7.00 a.m. will be paid a sum of Rs. 1,750 in respect of such day.
- (ii) Employees required to perform work in relation to ATM breakdowns during nonworking hours including weekends and other holidays will also be entitled to a payment of Rs. 2,000 in respect of each such instance.

(d) *Pawning*

Employees engaged in duties relating to the pawning of articles in the Bank will receive an allowance of Rs.225 per day subject to a maximum allowance of Rs. 4,000 per mensem.

## 11. Bonus

Without prejudice to the claim of the Bank that bonus payments are ex-gratia, an eligible employee in service as at the date of payment covered by this agreement, a bonus as per the following basis on the basic salary as drawn by such employee for the month of December in respect of one complete year of service, meaning January to December, and proportionately for service less than one year at the rate of one twelfth of such entitlement in respect of each complete month of service.

Year	Fixed Bonus	Individual Performance				Bank Performance ***
		Outstanding	Exceed Expectation	Meet Expectation	Below Expectation	
2018	2.5 months	1.5 months	1 month	0.5 month	0.35 month	0.5 month
2019	2.5 months	1.5 months	1 month	0.5 month	0.35 month	0.5 month
2020	3 months	1.5 months	0.75 month	0.25 month	-	0.5 month

\*\*\* The bonus payable on Bank performance will accrue to eligible employees of the bank in any particular year only if the bank achieves an increase in NPAT of the corresponding financial year by minimum of 15% as against previous year.

## 12. Provident Fund

(a) *Rate of Contribution*

The rates of contribution to the Provident Fund by the Bank shall be:

- Bank's contribution - 12% (twelve per cent) of salary
- Employee's contribution - 8% (eight per cent) of salary)

Provident Fund contributions shall be on the consolidated salary referred to at Clause 5 hereof subject to the Rules of the Provident Fund.

(b) *Interest on Provident Fund Contributions held by Banks*

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs. 100,000 published by the N.S.B. or HNB whichever is higher

prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

(c) *Deficiency in Bank's Contributions to Provident Fund to an Employee not entitled to a Pension*

Where an employee shall cease to be employed by the Bank in circumstances which do not entitle him to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employees' Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Banks up to 31st March 1992.

From 1.1.71 to 31.12.80 - 9% of gross salary  
From 1.1.81 onwards - 12% of gross salary

Prior to 31.12. 70 the employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and therefore no deficiency arises.

**13. Death Gratuity**

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two months basic salary for each year of completed service subject to a minimum of nine months' basic salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

**14. Gratuity on Resignation/Termination prior to Retirement**

An employee shall, upon resignation/termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5.

Completed years of actual service shall include only actual continuous service worked excluding absence/leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.

## 15. Promotions

### Grade I

- (a) Any employee promoted to the grade of Junior Executive from the Grade of Bank Associate will be entitled to an addition of Rs. 3,000 to his last drawn gross monthly salary as a Bank Associate and he shall thereafter be placed within the salary range for Junior Executives as provided for at clause (5) above. His salary and other entitlements will thereafter be in accordance with the provisions of this agreement.
- (b) On promotion, an employee will serve a period of probation of 06 months. This period shall be extendable by a period of 3 months. An employee who does not reach the required level for confirmation will be reverted to the post from which he was promoted.

### Grade II

Following principles shall apply to the promotion of an employee from Grade 1 to Grade 2:

- (a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 2 subject to an application being made by the employee.
- (b) An employee eligible to make such application will be -
  - (i) A Junior Executive with 3 years' service in Grade 1, with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers.
  - (ii) A Junior Executive in Grade 1 who is not eligible for promotion to Grade 2 in terms of (i) above, will be considered for promotion to Grade 2 subject to completion of 5 years' service in Grade 1 and a good all round record of service.
- (c) A Junior Executive in Grade 1 shall on promotion to Grade 2 receive an increase of Rs. 2,000/- in his monthly basic salary with effect from the date he is so promoted.
- (d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is received by the Human Capital Department.

### Grade III

Following principles shall apply to the promotion of an employee from Grade 2 to Grade 3:

- (a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 3 subject to an application being made by the employee.
- (b) An employee eligible to make such application will be -
  - (i) A Junior Executive with 3 years' service in Grade 2, with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers.
  - (ii) A Junior Executive in Grade 2 who is not eligible for promotion to Grade 3 in terms of (i) above, will be considered for promotion to Grade 3 subject to completion of 5 years' service in Grade 2 and a good all round record of service.
- (c) A Junior Executive in Grade 2 shall on promotion to Grade 3 receive an increase of Rs. 3,000/- in his monthly basic salary with effect from the date he is so promoted.

- (d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is received by the Human Capital Department.

## **16. Annual Leave, Medical and Casual Leave**

### **(a) Annual Leave**

#### *(i) Entitlement*

In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

#### *(ii) Availment*

The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.

#### *(iii) Accumulation*

Annual leave may be accumulated by an employee exclusively for the following purposes:

- (a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank.
- (b) For the purpose of attending on a family member who is seriously ill.
- (c) For travel abroad for which purpose one month's prior notice shall be given.
- (d) For marriage of the employee
- (e) Prolonged illness of the employee.
- (f) On account of the death of a family member provided that the employee has exhausted his current year's leave.
- (g) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.  
Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the Management. Family member for purposes of (b) above shall mean spouse, children or parents.

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of ninety (90) days.

**(b) Medical Leave**

*(i) Entitlement*

An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

*(ii) Availment*

The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

- (a) where such period of absence exceeds two consecutive days including weekly or other holidays, or
- (b) where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year.

*(iii) Accumulation*

An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions:

- (a) in no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed One Hundred & Twenty (120) days, and
  - (b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalisation or similar circumstances, supported by a Certificate from a Registered Medical Practitioner,
  - (c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalisation an employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.
- (iv) The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and/or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances:
- (a) Where the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of an employee, or
  - (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of the employee.

**(c) Casual Leave**

An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.



## **17. Retirement**

- (a) The age of retirement shall be 55 years, or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 55, or any other age mutually agreed upon, an employee shall ipso facto retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his HNB Officers' Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.
- (c) An employee who is found to be unable to continue to perform his duties as a result of infirmity/disability, as certified by the Bank/s Doctor/Medical Specialist/Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay) is entitled to a pension or any other superannuation scheme introduced by the Bank in lieu of Pension. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre-acceptance of pension or a benefit under any other superannuation scheme introduced by the Bank in lieu of such pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

## **18. Suspension**

- (a) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub-clauses (b) and (c) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.
- (b) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (c) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in Police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

## **19. Disciplinary Procedure**

Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply:

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub- clause (k)(iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the HNB Officers' Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the HNB Officers' Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defense for unacceptable conduct) or an Executive Committee Member of the HNB Officers' Union employed in the Bank to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the HNB Officers' Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The Inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiry to withdraw therefrom and the defending employee or Observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiring Officer may ask him.
- (g) The HNB Officers' Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer. In respect of any document marked at an inquiry, the Bank will release copies of such documents to the HNB Officers' Union with the proceedings, provided however, that the Bank may refuse to release any such documents provided such documents in its opinion are of a confidential nature.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.

- (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances:
  - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.
  - (ii) where the employee makes a written admission of the charges against him.
  - (iii) where the Bank proposes to warn an employee, but without prejudice to the HNB Officers' Union's right to request the Employer thereafter to hold an inquiry in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the HNB Officers' Union, unless the employee or the HNB Officers' Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
  - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
  - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.
- (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

## 20. Medical Scheme

### (i) *Reimbursement of Medical Expenses for Non-Hospitalisation Expenses*

The Bank will reimburse an employee up to a maximum of Rs 50,000/- in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 21 and the parents of the employee in respect of routine non-hospitalisation/non-surgical and specialist treatment, and subject to the following:

- (a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts. The maximum validity period of Medical Bills and receipts will be four years from the date of issuance.
  - (b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner.
  - (c) The unutilised portion of the allocation for the year could be utilized in the future years without any restrictions subject to valid bills being submitted within a reasonable period of time as aforesaid.
- (ii) The Bank will further reimburse a sum upto a maximum of Rs.20,000/- on a non- cumulative basis for Medical Reports in respect of an Annual Health Checkup only for the employees over 35 years of age. Further, spouse of an employee who are over 35 years of age will be entitled for Annual Health Checkup within the same limit entitled to the employee subject to the following.
- (a) The entitlement could be utilized within a calendar year
  - (b) The medical tests specified in the **Annexure I** and any other medical tests prescribed by a Registered Medical Practitioner must be carried out concurrently to be entitled for reimbursement.
  - (c) The Claim Form accompanying the bills should be forwarded to the Talent Rewards & Benefits Division, Head Office for payment.

### (iii) *Special Non-Hospitalisation and Non-surgical Expenditure*

The Bank will reimburse an employee on a non-cumulative basis a combined allowance maximum upto Rs.50,000/- for undermentioned purposes on behalf of the employee and not on behalf of his family members.

- (a) Spectacles
- (b) Dentures & Nerve Filling
- (c) Hearing Aids

Subject to valid documentation as in the case of (i) above and subject to the provisions that no claim is made in relation to any particular item referred in iii (a) & (c) more than once in three years and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist. Further, employees will be able to make claims on dentures and nerve filling for any number of occasions within the stipulated limit. Provided further however, in the case of employees over the age of **47** years, a claim for spectacles may be allowed once in two years.

### (iv) *Surgical and Hospitalisation Expenditure*

Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under 21 years of age, subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum:

- |   |   |
|---|---|
| (a) Hospital or Nursing Room Charges<br>Daily Limit<br>Government Hospital Allowance.     | - Standard A/C Room charge per day:<br>Rs 5,000/- per day |
| (b) Emergency Treatment Travel<br>expenses (maximum)<br>The rate is Rs 50/- per kilometer | - Rs.5,000/- subject to submission<br>of valid receipt    |
| (c) Overall limit for any one year  | - Rs 350,000  |

Hospitalization charges on normal birth will be permitted from the Bank's Surgical & Hospitalization Expenses Scheme

The First Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

(v) *Maternity Grant*

- (a) An employee who is married will be entitled to a grant of Rs. 12,000/- in respect of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.
- (b) In the case of reimbursement under surgical and hospitalisation expenses, for maternity, an employee shall not be entitled to the grant in terms of (i) above.

## 21. Trade Union Action

(a) *Matters Related and Covered in the Agreement*

The HNB Officers' Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

(b) *Matters Not Related and Not Covered in this Agreement*

The HNB Officers' Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until

- (i) The HNB Officers' Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank.
- (ii) HNB Officers' Union has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and the Employers' Federation of Ceylon.
- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the HNB Officers' Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade Union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner General of Labour.

- (iv) A dispute arising out of failed negotiations for a fresh Collective Agreement after 31st day of March 2021, cannot be construed interpreted and/or implied by the Employer as a dispute related and covered by this Agreement.

## **22. HNB Officers' Union Check Off**

During the continuance in force of this Agreement and provided the HNB Officers' Union has not less than forty (40) percent membership among the employees covered by this Agreement the Bank shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the HNB Officers' Union violating any of the provisions of this Collective Agreement in relation to the Bank.

## **23. Implementation and Interpretation of this Agreement**

- (a) Where either the HNB Officers' Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the HNB Officers' Union. The Bank or the HNB Officers' Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.
- (b) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

## **24. Consequences of Termination of Agreement**

On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the HNB Officers' Union and/or its members shall ipso facto cease :-

## **25. Definitions**

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Bank	Hatton National Bank PLC
Employee	an employee covered and bound by this Agreement.
Employer	Hatton National Bank PLC
HNB Officers' Union	Hatton National Bank PLC Officers' Union
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between the Bank and the HNB Officers' Union
	Words importing the masculine gender shall include the feminine
	Words importing the singular number shall include the plural and vice versa.

### The First Schedule

- (1) (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 20 (iv) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this Scheme.

No reimbursements will be made in respect of members of the family who have not been enrolled.

- (2) Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital.
- (3) The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.
- (4) The Bank will be entitled to take out Insurance Policies covering reimbursements under this Scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.
- (5) Employees shall uphold the principle of *uberrima fide* when making declarations and submitting claims under this Scheme and any deviation would disqualify the employee from receiving any benefit under this Scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set-out in this Agreement.
- (6) (a) The Bank will circulate by internal circular published from time to time a list of Hospitals / nursing homes, expenses incurred at which, will be eligible for reimbursement under the Scheme. Additions and/or deletions to this list will also be made by internal circular.
- (b) If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.

### (7) Exclusions

The Scheme shall not cover benefits/expenses:

- (a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.
- (b) Occasioned by or happening through
- (i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence, Police, Security Force, Home Guard etc.
- (ii) Attempted suicide, Alcoholism, Venereal Disease, Insanity and Illnesses resulting from Acquired Immune Deficiency Syndrome.

- (iii) Normal child birth or pregnancy subject to clause 20(iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/Hospital, will be on the employee who makes the claim.
- (iv) Earthquake, Volcanic Eruption or Tidal Wave.
- (c) Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.
- (d) In respect of Eye Tests or Dental Treatment.
- (e) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
- (8) The benefits under this Scheme shall not be cumulative and the words "any one Year" in Clause 20 (iv) of the Agreement shall be deemed to be the period 01st January to 31st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
- (9) In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in Clause 20 (iv) of the Agreement.
- (10) Bank shall review the permission of Hospitalization charges on Normal Delivery and relaxation of children age limit to 21years & recurrent illness clauses prevailed in 2012 Collective Agreement, in the event scheme is undertaken by the insurance provider

### The Second Schedule

The parties agree to the following conditions in relation to the introduction of new Computed Based Banking Technology by the Bank covered and bound by this Agreement.

- (1) Wherever practical, the Bank will endeavour to ensue that jobs are designed to include a mix of VDU/non VDU tasks which seek to provide variation in visual and mental demands upon the operator.
- (2) The workload of operators of VDUs will be regularly reviewed by Management for the purpose of ensuring proper safety and effectiveness of the operation.
- (3) The Banks agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.
- (4) (a) In selecting VDUs the Bank will attempt to obtain equipment which will ensure the following:
  - (i) Screens that give clear stable images
  - (ii) Proper sitting of keyboards so as to ensure the reduction of stress and improved maneuverability.
  - (iii) Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.
- (b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.



The Bank will pay attention to the proper positioning of screens, keyboards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees.

The Bank will endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.

Employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.

Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted, at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary will be borne by the Bank on the following basis

- (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
  - (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the Scheme, the Bank will bear such additional cost as well.
- (5) Accepting the fact that continuous work at a terminal by a data entry operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
  - (6) The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the HNB Officers' Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.
  - (7) The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options.
    - (a) The aforementioned excess employees may be transferred to other sections/departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment which the Bank would under normal circumstances be entitled to effect.
    - (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the employer considered it necessary.
    - (c) The Banks will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this Schedule.
  - (8) For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employer on terms mutually agreed upon.



**Annexure I**

**HEALTH CHECKUP FOR STAFF MEMBERS OVER 35 YEARS OF AGE  
CLAIM FORM**

**EPF No. :** .....

**Branch/Department** .....

**Name with initials**

**(Mr/Mrs/Miss)** .....

**Age** .....  
(Please tick "X")

**Category** ..... **Amount** .....

<b>Haemogram</b>	
Haemoglobin	
P.C.V.	
R.B.C.	
MCHC MCV MCH	
Total W. B. C.	
E. S. R.	
Peripheral Smear	
<b>Biochemical Parameters</b>	
Fasting & PP Blood Sugar	
Urea	
Creatinine	
Uric Acid	
<b>Lipid Profile</b>	
Total Cholesterol	
HDL Cholesterol	
LDL Cholesterol	
Triglycerides	
Total Cholesterol/HDL Ratio	
<b>Liver Function Tests</b>	
Total Protein	
Albumin	
Globulin	
SGPT	
Alkaline Phosphatase	
GGTP	
SGOT	
Serum Bilirubin	
<b>General Tests</b>	
VDRL	
Blood Grouping & Rh typing	
Complete Urine Analysis	
Stools Test	
Pap Smear for women/P.S.A. for men	
E.C.G.	
Chest X-Ray	
Ultrasonogram of the Abdomen	
Cardiac Stress Analysis (CSA/TMT)	
Pulmonary Function Test (PFT)	

I certify that this claim and the bills submitted therewith are genuine in respect of expenditure incurred by me. I also declare that I have not made a claim under the Health checkup for the past 12 months.

Signature

Date

In witness hereof the said parties have set their hands hereunto on this 12th October 2018 at Colombo.

For and on behalf of  
Hatton National Bank PLC

For and on behalf of  
HNB PLC Officers' Union

Name : L Chiranthi Cooray (Mrs)  
Designation : Chief Human Resource Officer/  
DGM - HR

Name : Suranga Peiris  
Designation : President

Vajira Ellepola,  
Deputy Director General  
Employers' Federation of Ceylon

P. N. D. Gomes  
General Secretary,  
HNB PLC Officer's Union.

Witness :

D. I. V. Senadhira,  
Head of Human Capital Management,  
Hatton National Bank PLC

T. M. P. Peiris,  
Executive Committee Member  
HNB PLC Officer's Union.

J. A. D. S. Ayoj,  
Assistant Manager - Talent Rewards & Benefits  
Hatton National Bank PLC

A. H. B. K. Weerakoon,  
Executive Committee Member  
HNB PLC Officer's Union.

02-97

My No. CI/1836.

### THE INDUSTRIAL DISPUTES ACT. CHAPTER 131

THE Collective Agreement entered into between Built Element Limited, No. 175, Sri Sumanatissa Mawatha, Colombo 12 of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 17th May 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)

B. K. PRABATH CHANDRAKEERTHI,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
November, 2020.

### Collective Agreement No. 16 of 2019

### AGREEMENT BETWEEN BUILT ELEMENT LIMITED AND SRI LANKA NIDAHAS SEVAKA SANGAMAYA

This Agreement entered into at Colombo on this 17th of May Two Thousand and nineteen, pursuant to the Industrial Disputes Act between THE BUILT ELEMENT LIMITED (hereinafter referred to as "THE EMPLOYER") having its registered Office at No.175, Sri Sumanatissa Mawatha, Colombo 12 and its factory at No. 72, Katukurunduwatta Road, Off Templers Road, Ratmalana and SRI LANKA NIDAHAS SEVAKA SANGAMAYA having its registered office at 341/ 21, 4th Floor, Sarana Mawatha, Rajagiriya. (hereinafter referred to as "THE UNION") is as follows :

### **1. Employer Covered and Bound**

This Agreement shall bind Messrs. BUILT ELEMENT LIMITED a Limited Liability Company incorporated in Sri Lanka and having its registered Office at 175, Sri Sumanatissa Mawatha, Colombo 12 as EMPLOYER.

### **2. Employees Covered and Bound**

This Agreement shall cover and bind Members of the Union who are employed as permanent employees in a manual or labouring capacity by the Company but will not be applicable to employees employed in such capacities who are on probation or are employed by the day or by the job.

### **3. Earlier Agreements**

- (a) Whereas the Employer and Commercial & Industrial Workers' Union have entered into an Agreement on 27th August 1993 in the presence of the Commissioner of Labour.
  - (b) And whereas the employer and Sri Lanka Nidahas Sevaka Sangamaya have entered into an Agreement on 9th January 1998 and published in the Extra Ordinary *Gazette* of the Democratic Socialist Republic of Sri Lanka No.1032 / 7 of 16-06-1998.
2. The provisions of this Agreement shall supersede and replace the provisions of earlier Agreements referred to in Para 3 (1) above except the Agreement referred to in Para 3 (1) (a).

### **4. Date of Operation and Duration of Agreement**

This Agreement shall be effective as from the First day of December Two Thousand and eighteen shall thereafter continue in force unless it is determined by either party giving six month's notice in writing to the other, provided expressly that one party hereto shall not give such notice to the other party before the First day of June, Two Thousand and twenty one and such notice shall not expire before the 30th day of November, Two Thousand and twenty one.

- (a) That in the event of a reduction in the par value of the Sri Lanka Rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other after having discussion with the party concerned in terms of the Industrial Disputes Act.
- (b) *Authorized Version*

In the event of any dispute regarding the interpretation of this agreement as between the English and Sinhala versions, the English version shall prevail.

### **5. General Terms and Conditions of Employment**

During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

- (a) *Standing Orders*

On any matter not expressly provided for in this Agreement, the Worker shall be bound by the Standing orders and rules of the Company in force from time to time and such standing orders and rules shall be deemed to form part and parcel of the Contracts of employment of each worker.

(b) *Government Action*

If at any time during the continuance of this agreement the Government introduces legislations or otherwise any scheme for the ban of importing manufacturing, distribution, sale of Chrisotile related products and/ or raw materials needed for the manufacturing and/ or due to relocation or substantial reduction in sales this agreement would cease to be in operation the date on which such legislations/ scheme becomes effective and both parties agree to re negotiate the agreement.

(c) *Productivity Improvement and Elimination of Waste*

The employees and the union commit their fullest co-operation to the employer to enhance productivity levels in the factory and eliminate waste in all forms inclusive of prolonged time taken for maintenance in the mutual interest of preserving the future of Built Element Limited and it's employees.

## **6. Probation**

Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) months. Provided however that if during the six (6) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (3) months and in that event the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the service of the Employee without notice.

If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed by the Employer the Employee shall be deemed to be confirmed in his Employer's service with effect from the day on which the period of probation or extended probation as the case may be ended.

## **7. Attendance**

- (1) Unless otherwise specifically instructed by the Employer an Employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory, mill or job and shall there remain available for work throughout the normal working hours.
- (2) If, at a store, factory, mill or job, work is temporarily not available for an Employee in his own occupation he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.
- (3) Irregular attendance or un-punctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.
- (4) The Employer shall be entitled to take disciplinary action including termination of employment in respect of habitual absenteeism of an Employee.

## **8. Hours of Work**

There shall be four shifts of work in the factory and the hours of work of such shifts shall be those hours presently worked on each of these four shifts :

The first three shall be on a rotation basis effected weekly and the Employees of these shifts shall be required to work on any of these shifts according to the exigencies of the Employer's requirements. The Employer may change the hours of work at its discretion, by prior notice.

## 9. Forfeiture of Wages

Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and the Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

## 10. Overtime

- (1) If required by the Employer an Employee shall work reasonable overtime, which has been authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the Employer, shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.
- (2) Overtime work (*i.e.* work performed in excess of normal working hours) shall be remunerated at one and one half ( 1 1/2 ) times the normal hourly rate ascertained in accordance with the provisions of 18 (a) hereof.

The rate of overtime payment is arrived at by dividing the wages by 240 hours.

## 11. Weekly Holidays

- (1) In respect of each week every Employee shall be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however that if any Employee has not worked for a period of at least twenty eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and the Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of clause 18 (b) hereof.
- (2) The Employer may employ any Employee on a weekly holiday subject to the following conditions -
  - (i) A day within the six days next succeeding such weekly holiday shall be allowed to that Employee as a holiday with remuneration. Provided however that if any Employee who is employed on a weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1) then and in such event that Employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 18 (b) hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday. Provided further that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may with the consent of the Employee -
    - (a) Instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid pay him one day's wage computed in accordance with the provisions of clause 18 (b) hereof in lieu of such alternate holiday, or
    - (b) In case that Employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid employ that Employee on the alternate holiday.

- (ii) That in respect of work done on such weekly holiday the Employee shall be paid as remuneration -
- (a) One and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 18 (a) hereof for the number of hours worked during the first eight (8) hours ; and
  - (b) At double the normal hourly rate ascertained in accordance with the provisions of clause 18 (a) hereof for each subsequent hour of work.
- (3) The provisions of this sub-clause shall not apply to Employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) days in respect of the duration of each such period.
- (4) Saturday shall be a Half working day (working time - 5 hours) each week.
- (5) In computing the period of 28 hours, every day on which an Employee is on no pay shall not be reckoned for the purpose of computing the said 28 hours.
- (6) An Employee must work for 28 hours in a week to be entitled for the weekly holiday and in computing the period of 28 hours the Employer shall include :
- (a) every holiday allowed and approved by the Employer to the Employee as annual holiday, causal leave and sick leave, and
  - (b) every Public Holiday granted by the Employer in terms of Clause 13 of the Collective Agreement.

## **12. Annual Holidays**

Annual holidays shall be allowed to an Employee in accordance with the decisions of the Wages Board for the Engineering Trade.

## **13. Public Holidays**

- (1) Public holidays shall be allowed to an Employee in accordance with the decisions of the wages Board for the Engineering Trade. Provided however that an Employee may be employed on Public holiday in accordance with the decisions of the Wages Board for the Engineering Trade.
- (2) If any Public Holiday to which an Employee is eligible under the provisions of sub-clause (1) falls on a Sunday, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such Public Holiday shall be granted to the Employee as a weekly holiday in accordance with the provisions of clause 11 hereof.
- (3) If any Public Holiday to which an Employee is eligible under the provisions of sub clause (1) falls on a Saturday, the number of hours constituting the normal working day on the day immediately preceding such Public Holiday shall be five (5) hours.

## **14. Casual Leave**

- (1) In respect of each year of employment during which any Employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health of that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration.

Provided however that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health. Provided further that any worker shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employee's first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two months service.

- (2) Casual leave will normally be granted on application without the Employee being required to state the reason for the application. Where an Employer finds it difficult to grant an application for casual leave his difficulty shall be notified to the Employee as soon as possible after the application is made and in such case the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him casual leave.

### 15. Sick Leave

In any year an Employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that -

- (a) his illness is supported by a certificate from a registered medical practitioner unless waived by the Employer and
- (b) The Employee shall not be on probation within the meaning of clause (6) hereof. Provided however that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.

### 16. Monthly Consolidated Wages

1. Subject to the provisions of Clause 17 hereof, as from the First Day of December Two thousand and eighteen each Employee shall be paid upon and subject to the other terms and conditions herein contained a monthly consolidated wage on the basis of the scales of consolidated wages set out in the Second Schedule hereto.
2. The scales of consolidated wages set out in the Second Schedule hereto include and all statutory allowances payable in law as at this date
  - (a) The Allowance of Twenty Five (25) per cent upto a maximum of Fifty Rupees (Rs.50 / =) per month payable in terms of the Budgetary Relief Allowance of Workers' Law (No.1) of 1978 and the Allowance of Fifty Five Rupees (Rs.55 / =) per month payable in terms of the Supplementary Allowance of Workers' Act, No.65 of 1979.
  - (b) A sum of Rupees One Hundred and Fifty (Rs.150 / =) .
  - (c) A sum of Rupees Four Hundred (Rs.400 / =) in terms of the Extra Ordinary Gazette No.1143/ 9 of 31.07.2000.
- (3) This Agreement shall not have the effect of changing the incremental date of an Employee.
- (4) (a) At the expiry of the twelve month period commencing from the First day of November Two Thousand and eighteen the scales of consolidated wages set out in the Second Schedule hereto shall be revised by addition to and consolidation with the salary at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by one hundred & seventy five (175), and the salary payable



to each Employee under this Agreement shall accordingly be increased by a like amount as from the First day of November Two thousand and nineteen.

At the expiry of each twelve month period commencing from the First day of November Two Thousand and nineteen scales of consolidated wages revised in the manner prescribed above shall be revised in like manner as from the First day of November of the succeeding year by addition to and consolidation with the wage at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding twelve month period, multiplied by one hundred & seventy five (175) and the salary of each Employee as from the First day of November of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

(5) If during the continuance in force of this Agreement the Government of Sri Lanka.

- a) prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the Employer shall pay such increases in wages prescribed by such written law and in terms of such written law :
- b) recommends increases in wages, such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

#### 17. Conversion to Scales of Monthly Consolidated Wages

- (1) For the purpose of ascertaining the wages which an Employee shall receive with effect from 1st December 2018 on the basis of the scales of consolidated wages set out in the Second Schedule hereto, the following provisions, subject to the provisions of Clause (16) hereof, shall apply.
- (2) The wages for the month of November 2018 have been consolidated at 124 points of the Colombo Consumers' Price Index. An employee who is covered and bound by this agreement and has also in employment as at the effective date of Agreement will receive an immediate increase of 23% of the wages for the month of November 2018, from the effective date. The increment on % age basis shall not be a norm in the future.

The employee will receive an additional wage increase of Rs.1,850/= for the Financial Year 2019/ 2020 and another Rs.2,050/= for the Financial Year 2020 / 2021 effective from 1st April each year.

- (3) Each Employee will then be placed on the exact point of the wage scale applicable to him in the Second Schedule hereto or on the next higher stage if there is no corresponding wage point on the wage scale in the Second Schedule hereto.
- (4) When an employee reaches the maximum scale in the consolidated wages set out in the second schedule hereto due to the special wage increase, such employee will be placed on the appropriate step beyond the maximum scale.
- (5) The consolidated wages set out in the second schedule hereto will not be applicable to the Permanent employee who will be employed after this date of agreement and such employee will be paid a monthly wage as follows. The

Monthly Wage		Annual Increment
Skilled A	Rs.17,216/=	500/=
Skilled	Rs.17,216/=	400/=
Semi Skilled	Rs. 17, 151/=	280/=
Unskilled	Rs.17, 144/=	200/=

## 18. Wages for Periods less than One Month

For the purpose of this Agreement the wages of any Employee for periods less than one month shall be computed in the manner following -

- |   |  |
|---|--|
| (a) for one hour                                      | the monthly wage divided by two hundred and forty (240);   |
| (b) for one day                                       | the monthly wage divided by thirty (30);                   |
| (c) for one-half day<br>(either morning or afternoon) | a day's wage ascertained as above divide by two (2) ;      |
| d) for one week                                       | a day's wage ascertained as above multiplied by seven (7); |

## 19. Non- Recurring Cost of Living Gratuity

- (1) As the scales of consolidated wages set out in the Second Schedule hereto have been fixed on the basis of the Colombo Consumers' Price Index being 124 an Employee shall subject to the provisions of the succeeding sub-clause be entitled to receive and the Employer shall be liable to pay a non-recurring cost of living gratuity to the Employee in each year in respect of the preceding twelve (12) months (01 November to 31 October hereinafter referred to as "the qualifying period") commencing from the First day of November Two Thousand and eighteen ascertained in accordance with the under noted formula

The Formula :

If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 124 a sum computed at Rupees one hundred & seventy five (175) for each complete point (i.e.1.0) by which such average exceeds 124 respect of each month of service during the qualifying period.

- (2) When at the expiry of each twelve month period commencing on the First day of November Two Thousand and eighteen the scales of consolidated wages have been revised in manner set out in clause 16 (4) hereof, the base index figure in the formula for the purpose of calculating the non-recurring cost of living gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index figure has risen during each twelve month period as specified in clause 16 (4) hereof.
- (3) The non-recurring cost of living gratuity shall be payable by the employer to an Employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the non-recurring cost of living gratuity becomes due in November of any year or he joined that Employer's service during the course of the qualifying year.
- (4) The non-recurring cost of living gratuity shall not be payable to an Employee in respect of any period for which he receives no wages for whatever reason.
- (5) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on the non-recurring cost of living gratuity.

## 20. Provident Fund

- (1) The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No.15 of 1958.
- (2) Subject to the provisions of the Employees' Trust Fund Act, No.46 of 1980, where the Employer and Employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the Employees' Provident Fund Act, the more favourable rates of contribution will continue.

## 21. Terminal Benefits

- (1) Employer will subject as hereinafter provided pay terminal benefits to employees in accordance with the scheme of terminal benefits set out in this Clause.
- (2) The scheme shall apply to every Employee in the service of the Employer on the First day of December Two thousand and eighteen so long as this Agreement continues in force.
- (3) The basis of the payment of Terminal Benefits shall be as follows :
 

(a) Employees with service not exceeding five years.	Nil
(b) Employees with service exceeding five years but not exceeding twenty years.	Half month's Terminal Wages for each completed Year of service
(c) Employees with service exceeding twenty years but not exceeding twenty five years.	For the 1st 20 years service 1/2 month's Terminal wages for each completed year of service and 3/4th month's wages for each completed year of service for the period exceeding 20 years.
(d) Employees with service exceeding Twenty Five years.	(i) 1/2 month's Terminal wages for each completed year of service for the 1st 20 year service.  (ii) 3/4 month's Terminal wages for each completed year of service for the period exceeding 20 years but not exceeding 25 years.  (iii) 1 month's Terminal wages for each completed year of service for the period exceeding 25 years.
- (4) If an employee dies due to natural or accidental death whilst in service, the Terminal Benefits payable to him will be increased by 25%.
- (5) The wage on which the said Terminal Benefits shall be payable will be the last consolidated monthly wage receivable by an Employee.
- (6) Part of the period of Half year shall be reckoned as half year in computing the service of an employee.
- (7) For the purpose of calculating Terminal Benefits under this Clause an year of service shall be a period of not less than six months.

- (8) The Terminal Benefits provided for in this Clause shall be payable to an Employee on the cessation of his service arising from death or any other cause whatsoever. Provided however that if at the date of cessation of an Employee's service there is due to the Employer from the Employee any sum on account of fraud, misappropriation, any outstanding loan or liability or any other account and the same cannot be recovered from the amount in the Employee's credit in the Provident Fund the same shall be recovered from the Terminal Benefits provided for herein and or the Thrift fund for which the employer is contributing at 2.5% of the employees wages which is taken into consideration for recovery of EPF/ ETF.
- (9) On the death of an Employee whilst in service, who is eligible to receive Terminal Benefits under this Clause, the Employer shall pay such Terminal Benefits in the manner and to the persons hereinafter set forth -
- (a) If there is a valid nomination in force for the purpose of the deceased Employee's Provident Fund at the date of his death, to the nominee or nominees of such Employee in conformity with the form of nomination where such nominee is surviving and of full age.
- (b) Where there is no valid nomination or in the event of the nominee or any one or more of the nominees having pre deceased the Employee, or in the event of a nominee being a minor at the time that the payment of the Terminal Benefits become due, the Employer shall make payment only after the person or persons entitled to the payment have established their claim in law and furnished proof thereof.
- (10) In the event of any written law providing for the payment of gratuity or Terminal Benefits the more favourable scheme shall apply but not both.
- (11) No employee shall be entitled to any Gratuity or Terminal Benefits in addition to the Terminal Benefits provided for in this Clause or by any written law as the case may be.

## 22. Bonus

The present scheme of the Payment of Annual Bonus to Employees which is an ex-gratia payment shall continue to be in force as enumerated below :

- (A) A SERVICE BONUS in a sum equivalent to 1 12/ month's wage will be payable to each employee eligible for such payment according to the present scheme and practice relating to such payment which shall be in two instalments payable in April and December and the amount would be equivalent to 1/2 month's wages of April and 01 month wages of December respectively.
- (B) A PROFIT AND ATTENDANCE BONUS in a sum equivalent to 20% of the consolidated wages earned by such employee during the Financial Year shall be payable in respect of each Financial Year.
- (1) The payment of the said quantum of 1 1/2 months SERVICE BONUS and the payment of the said quantum of PROFIT AND ATTENDANCE BONUS shall be conditional on the Employer Company declaring a dividend of 12% or more for the Financial Year in respect of which the said Bonuses are payable.
- (2) In the event of the dividend declared being less than 12% then the said Bonuses shall be paid on a pro-rata basis.
- (C) A SPECIAL BONUS in a sum equivalent to 8% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July provided that the dividend declared to the Shareholders in respect of such Financial Year is between 25% and 35%.

- (D) A SPECIAL BONUS in a sum equivalent to 8% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July provided that the shareholders of the Company are issued any Bonus shares in respect of that Financial Year.
- (E) In the event of one of the SPECIAL BONUSSES set out in sub-clauses (C) or (D) above is not payable, then the other of the SPECIAL BONUS shall be increased from 8% to 14% of the total consolidated wages earned by an employee during the relevant Financial Year.
- (F) If the dividend declared under Clause (C) exceeds 35% then the 8% SPECIAL BONUS shall be increased to 16% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July . However, the SPECIAL BONUS shall be a maximum of 16%.
- (G) An Attendance Incentive Bonus in a sum equivalent to 1/2 month's wages of December will be payable in January to an employee who did not exceed his leave entitlement in the preceding year (January to December) .
- (H) An Attendance Incentive Bonus in a sum equivalent to 1/2 month's wages of December will be payable in January to an employee who did not utilize his Casual Leave and Sick Leave in the preceding year (January to December) in addition to the encashment of such leave.
- (I) Consolidated wages for purposes of Bonus payment shall mean the consolidated wages as set out in the second Schedule of the Collective Agreement. An employee who is in the employment of the Company at least one month before the dates of Bonus and ex-gratia payments is entitled to receive such payments.
- (J) Good Will Bonus

When an Employee retires at the age of 55 years or before he is entitled to a goodwill bonus subject to the following terms & conditions.

- 15 to 20 years of service - 01 month bonus
- 21 to 25 years of service - 02 months bonus
- 26 to 30 years of service - 03 months bonus
- More than 31 years of service - 3.5 months bonus
- The permissible maximum limit being Rs: 200,000 / =.
- Minimum no of service 15 years.
- Deduction to be made for "No Pay" to employees who exhaust their leave entitlement and the 15 days authorized No-Pay as follows.

Ex: If a person works for 10 years and has proceeded on no pay in one year Rs: 40,000.00 will be deducted. i.e Rs: 200,000.00 / 10 years = Rs: 20,000.00 x 02 months = Rs: 40,000.00. unless and otherwise the proceeding on "No Pay" being unavoidable the final decision of which will be at the discretion of the management.

### 23. Annual Increments

- (1) The Employer shall be entitled to defer, stop or suspend the Annual Increment which is granted in April of an employee for irregular attendance or unpunctuality without the necessity of an inquiry in the following instances :
- An employee with over 5 years of service exceeding his leave entitlement by 15 days during the previous Calendar Year.
  - An employee with over 3 years of service but less than 5 years service exceeding his normal leave entitlement by 10 days during the previous Calendar Year.

- (c) An employee with over 1 year of service but less than 3 years of service exceeding his normal leave entitlement by 5 days during the previous Calendar Year.
- (d) An employee with over 6 months' of service after confirmation not less than 1 year service exceeding his normal leave entitlement by 3 days during the previous Calendar Year.
- (2) The Employer shall be entitled to defer, stop or suspend the Annual Increment of an Employee as a matter of punishment for general inefficiency or for any act of misconduct, after the Employee concerned has been served with a show cause letter and has been found guilty after due inquiry.
- (3) The employer may grant increments to those employees who have reached the maximum scale in the consolidated wages set out in the second schedule hereto due to the special wage increases given in time to time notwithstanding the fact that he has already, reached the maximum scale.
- (4) The Employer may at its sole discretion grant increments to those employees who have reached the maximum subject to Para 3) above.

## 24. Warning

If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate the warning may be given to the Employee orally by the Employer in the presence of two witnesses. In the alternative, the Employer may send the letter of warning to the employee concerned by Registered Post.

## 25. Suspension

- (1) An Employee may be suspended without pay by the Employer -
  - (a) pending an inquiry to be held by such Employer on a charge of misconduct which warrants dismissal :
  - (b) in order to avoid a breach of the peace or damage to the property or disturbance of the business of the Employer :
  - (c) as a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.)
- (2) At the time of suspension under sub-clause (1) (a) or within twenty four (24) hours hereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of clause 26 hereof.

## 26. Disciplinary Action

Where the Employer proposes to proceed against an Employee then -

- (1) irrespective of whether an Employee has been suspended under Clause 25 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (2) within three (3) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such Employee. Provided

however that if in the circumstances it is reasonable the Employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an Employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.

- (3) if the Employer is satisfied with the written answer or explanation of the Employee the Employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
- (4) if the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten ( 10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (5) after holding such inquiry the Employer shall notify the Employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.
- (6) if the Employee is under suspension and the Employer after such inquiry makes order that -
  - (a) the Employee shall not be dismissed then the Employee shall resume employment forthwith and shall subject to the provisions of sub-clause 25(1) (c) hereof be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice.
  - (b) the Employee shall be dismissed, the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension ;
  - (c) in view of the serious or involved nature of the charges in the show cause notice against the Employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges referred against the Employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.
- (7) if in any case where an Employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days upto the date on which the Employer makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.
- (8) in any case where an Employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the date of suspension of the Employee unless he is prevented from so doing by reason of the Employees own seeking or for reasons

beyond control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period ninety (90) days be extended for such further time as may be agreed.

- (9) the Employer shall not be required to hold an inquiry as referred to in sub- clause (4) and (5) hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the Employee's explanation shall not be material or relevant.

## 27. Retirement

On reaching the age of fifty five (55) years an Employee shall ipso facto retire and cease to be employed by the Employer and there shall be no obligation on the Employer to give the Employee any notice of such retirement. Provided however that an Employee who has retired may, at the discretion of the Employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

## 28. Termination of Service

- (1) Every contract, whether oral or written, for the hire of any Employee by the Employer except for work usually performed by the day, or by the job, or by journey, shall subject to the provisions of Clause 6 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's previous notice be given by either party to the other of his intention to determine the same and such month has expired.
- (2) Where an Employee is engaged for a particular job or period such as causal or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or on the failure of the Employee to complete the job within a reasonable time.

## 29. Union Recognition

The Union shall be competent to make representations on behalf of its members who are employed in any work place of the Employer. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the work place or the trade as a whole the following provisions shall apply -

- (1) When the Union is representative of not less than forty percent (40%) of the employees whose membership subscription is not in arrears the Employer will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percent (40%) of such Employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Unions competent to make general demands by virtue of the requisite membership and not separately with each such Union.
- (2) When the Employer carries on more than one type of business or has more than one work place and the claim or matter is restricted to one type of business or one work place but is applicable or capable of being applicable to other Employees in the service of the Employer the competence of the Union to make such claim or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of Employees in the service of the Employer in Sri Lanka.



- (3) If it becomes necessary to decide the question whether at the establishment of the Employer the Union is competent to make general claims or raise general matters the same shall be determined by a referendum which shall be held by Department of Labour and the result of such referendum shall be binding on the Employer and that Union and the parties hereto.

### **30. Variations of Terms & Conditions of Employment Benefits**

- (1) 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 will not seek to vary, alter or add to all or any of the 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 Employees covered and bound by this Agreement other than by mutual agreement.
- 2) The Employer agrees with the Union and its members and the Employees covered and bound by this Agreement that he shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the employees covered and bound by this Agreement other than by mutual agreement.
- 3) Any dispute or difference arising from negotiation under the provisions of sub-clause (1) or (2) may be resolved by voluntary arbitration but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

## **PART II**

### **CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION**

#### **(01) Breaches of Collective Agreement**

If in the opinion of the Employer the Union commits a breach of any of the terms of this Collective Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this Part and the same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.

#### **(2) Domestic Inquiries**

If an Employee who is furnished with a show cause notice in terms of Clause 26 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice -

- (a) The Employer will, subject as hereinafter provided, allow a member of such Union (hereinafter referred to as "Observer") to be present as an Observer without loss of wages for absence from work.
- (b) If the Employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall at least forty eight (48) hours before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.

- (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw there from and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings there at, nor the , findings pursuant thereto.
- (f) The word Observer in this Clause shall mean an Employee of the Employer who is a member of the Branch Union.

### (3) Union Meetings

The following provisions shall apply to meetings of the Union -

- (a) In respect of each meeting which the Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, inter alia, one or more of the under noted conditions -
  - i) That no person other than an employee in the service of the Employer shall be present at a meeting of the Union :
  - ii) On occasions such as the Annual General Meeting of the union, the Office Bearers of the parent Union may, with the previous approval of the Employer, attend ;
  - iii) Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its Office Bearers to ensure that the terms on which permission to hold a meeting of such Union is granted, are duly complied with.
- (d) It shall be the duty of the Union and its Office Bearers to ensure that no damage is caused in the course of, or in connection with, a meeting of the union to the Employer's property or any other persons at the Employer's premises and the Union shall indemnify the employer and keep the employer indemnified against any such damage.

### (4) Duty Leave

- (1) The following provisions shall apply to duty leave -

Without prejudice to the right of the employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal, the employer will generally grant permission for not less than two Office Bearers of the Union -

- (a) to be present at conferences held under the aegis of the Employer or the Department of Labour in connection with a dispute between the Union and the Employer,

Or

- (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals.

without loss of wages for such absence.

- (2) The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilise for the purpose.

**(5) Check Off**

- (1) In this clause “Employer” shall mean the Employer bound by this Collective Agreement in whose establishment the membership of the Union is not less than forty percent (40%) of the Employees covered and bound by this Collective Agreement.
- (2) 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 the Employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- (3) Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No.1 hereinafter referred to as an “Authorization” as set out in the Second Schedule hereto.
- (4) Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No.2 hereinafter referred to as a “Revocation” as set out in the Second Schedule hereto.
- (5) As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by revocation.
- (6) As far as practicable deduction under an authorization shall cease from the date of receipt of a revocation cancelling such authorization. Provided however -
- (a) that the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with sub-clause (5) or (6) :
- (b) that, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the employee’s wages in that month exceed the deductions permitted by law.
- (7) The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the Employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed “Account Payee”.
- (8) The cheque shall be sent at the risk of the Union and the employees concerned by post in a pre-paid envelope addressed to the Treasurer of the union at its address for the time being.
- (9) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (10) Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

**(6) Trade Union Action**

The Union shall undertake to respect the terms of the Agreement and not to seek to alter such terms other than by negotiation. No strike or other form of Trade Union action could be undertaken.

If the executive committee of the Union is of opinion that certain actions of the employer are vindictive or detrimental to the interests of the Union, it reserves the right to engage in strike or other form of Trade Union action. In such an event seven days notice of intended action be given in writing to the employer and the Commissioner of Labour.

**(7) Recoveries due on the Cessation of Employment**

The Employer shall be entitled to recover any outstanding loan or liability from the employee or the outstanding amount guaranteed by him at the time of another employee taking loan by a set off against any payment such as terminal wages, terminal benefits, other than the amount payable in terms of the payment of Gratuity Act, refund of Thrift fund, encashment of unutilized leave etc., due to such employee at the time of cessation of employment.

**(8) Grievance Procedure**

- (a) Any Worker is free to make representations to the Management in respect of an individual grievance, dispute or other matter and the procedure for settling the same is as follows :
  - (1) In the first instance, the matter shall be discussed with the Plant Assistant or Sectional Head as the case may be
  - (2) If the matter is not settled by the Plant Assistant or Sectional Head, the Worker may then together with a Branch Union Committee Member discuss the matter with the Personnel Superintendent.
  - (3) In the event of the matter not being satisfactorily settled at Stage (ii) the employee may together with a Branch Union representative discuss the matter with the Human Resources Manager.
- (b) The Branch Union is free to make representations to the Employer in respect of any grievance or other matter affecting the Workers concerned and bound by this agreement generally and the procedure for settling the same shall be as follows :
  - (i) The Branch Union shall submit the matter in writing to the Human Resources Manager for settlement.
  - (ii) In the event of the matter not being satisfactorily settled at Stage (i) above, the Branch Union may make an appeal to the Director or Joint Managing Directors.
- (c) In the event of the matter not being satisfactorily settled at Stage (b) above the Branch Union may take up the matter with the Parent Union and it will be settled at the Management and Parent Union Meeting.
- (d) In event the matter has not been satisfactorily settled at Stage (c) the Branch Union may with the Parent Union make an appeal to the Board of Directors of the Company.
- (e) In the event of the matter has not been satisfactorily settled at Stage (d) the Parent Union may on behalf of the Branch Union make an appeal to the Commissioner of Labour.

FORM No. 1

Name of Employer :

**AUTHORISATION**

As I am an Employee covered and bound by the Collective Agreement effecting Employees employed in a manual or labouring capacity in the .....Trade and bearing No.....of 199 and I desire to avail myself of the facility for check off contained in the Collective Agreement to which I am eligible as a member of the ..... Union, please deduct from my wages each month a sum of Rupees..... (Rs. ....) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

(Full name of Employee)

RECEIVED ON .....

(To be filled by Employer)

FORM NO. 2

Name of Employer :

**REVOCATION**

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of.....Union with effect from the wages next due to me immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

(Full Name of Employee)

RECEIVED ON .....

(To be filled by Employer)

### PART III

#### CONTAINING DEFINITIONS OF CERTAIN WORDS

In Parts I and II of this Agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them-

<i>Words</i>	<i>Meanings</i>
Branch Union	The Branch Union of a Union or Unions covered and bound by this Collective Agreement.
Check Off	The act of the Employer deducting, at the request of the Union, subscription payable to the Union by an Employee from the latter's pay with his concurrence.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employee (for convenience sometimes referred to as "he" or its grammatical variations)	An Employee covered and bound by this Agreement.
Employer (for convenience sometimes referred to as "he" or its grammatical variations)	Subject to the provisions of Clause 5 of Part II hereof the Employer bound by this Agreement.
Industrial Disputes Act	The Industrial Disputes Act, No.43 of 1950.
Normal Incremental Date	The date on which an Employee would normally receive an increment.
Union or Unions	A Union or the Unions covered and bound by this Collective Agreement.
Wage	The monthly wage according to the scales of consolidated wages in the Second Schedule hereto.
Week	The period between midnight on any Saturday night and midnight on the Succeeding Saturday night.
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include the feminine.

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

STARTING INCREASE	SKILLED GRADE A 17,216.00 4,000.00	SKILLED 17,216.00 4,000.00	SEMI SKILLED 17,151.00 4,200.00	UN SKILLED 17,144.00 4,000.00				
1	21,216.00	21,216.00	21,351.00	21,144.00				
2	21,716.00	21,616.00	21,631.00	21,344.00				
3	22,216.00	22,016.00	21,911.00	21,544.00				
4	22,716.00	22,416.00	22,191.00	21,744.00				
5	23,216.00	22,816.00	22,471.00	21,944.00				
6	23,716.00	23,216.00	22,751.00	22,144.00				
7	24,216.00	23,616.00	23,031.00	22,344.00				
8	24,716.00	24,016.00	23,311.00	22,544.00				
9	25,216.00	24,416.00	23,591.00	22,744.00				
10	25,716.00	24,816.00	23,871.00	22,944.00				
11	26,216.00	25,216.00	24,151.00	23,144.00				
12	26,716.00	25,616.00	24,431.00	23,344.00				
13	27,216.00	26,016.00	24,711.00	23,544.00				
14	27,716.00	26,416.00	24,991.00	23,744.00				
15	28,216.00	26,816.00	25,271.00	23,944.00				
16	28,716.00	30	27,216.00	30	25,551.00	30	24,144.00	30
17	29,216.00	X	27,616.00	X	25,831.00	X	24,344.00	X
18	29,716.00	500	28,016.00	400	26,111.00	280	24,544.00	200
19	30,216.00		28,416.00		26,391.00		24,744.00	
20	30,716.00		28,816.00		26,671.00		24,944.00	
21	31,216.00		29,216.00		26,951.00		25,144.00	
22	31,716.00		29,616.00		27,231.00		25,344.00	
23	32,216.00		30,016.00		27,511.00		25,544.00	
24	32,716.00		30,416.00		27,791.00		25,744.00	
25	33,216.00		30,816.00		28,071.00		25,944.00	
26	33,716.00		31,216.00		28,351.00		26,144.00	
27	34,216.00		31,616.00		28,631.00		26,344.00	
28	34,716.00		32,016.00		28,911.00		26,544.00	
29	35,216.00		32,416.00		29,191.00		26,744.00	
30	35,716.00		32,816.00		29,471.00		26,944.00	
31	36,216.00		33,216.00		29,751.00		27,144.00	

In Witness of the above Agreement the following persons have signed this AGREEMENT on behalf of the parties hereto at Colombo on 17th May 2019.

For and on Behalf of  
Sri Lanka Nidahas Sevaka Sangamaya

Leslie Devendra  
General Secretary,

D. M. L. Renuka,  
President,  
Branch Union.

A. G. Premarathne,  
Secretary,  
Branch Union.

R. A. D. Nayanajith,  
Organizer,  
Branch Union.

P. S. Peiris,  
Treasurer,  
Branch Union.

For and on Behalf of  
The Built Element Limited

S. Ganesan S. Hari Darshan,  
Joint Managing Directors

A. Dnyanaranjan,  
Human Resources Manager.