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# The Gazette of the Democratic Socialist Republic of Sri Lanka

## EXTRAORDINARY

අංක 2076/6- 2018 ජුනි මස 18 වැනි සඳුදා - 2018.06.18

No. 2076/6- MONDAY, JUNE, 18, 2018

(Published by Authority)

## PART I : SECTION (I) — GENERAL

### Government Notifications

My No.: CI/ 1855.

#### THE INDUSTRIAL DISPUTES ACT. CHAPTER 131

THE collective Agreement entered into between **Habarana Lodge Limited**, No. 117, Sri Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and the **Food Beverages and Tobacco Industries Employees Union**, No. 53- 2/1, Elvitigala Mawatha, Colombo 05 of the other part on **3rd April, 2018** is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
11th June, 2018.



Collective Agreement No. 10 of 2018

<p><b>COLLECTIVE AGREEMENT</b></p> <p><b>BETWEEN</b></p> <p><b>HABARANA LODGE LIMITED</b></p> <p><b>AND</b></p> <p><b>FOOD BEVERAGES AND TOBACCO INDUSTRIES EMPLOYEES UNION</b></p> <p><b>Entered in to on this 03 rd day of April, 2018.</b></p>
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**COLLECTIVE AGREEMENT**

This **COLLECTIVE AGREEMENT** entered into on this 03rd day of April, Two Thousand and Eighteen between **Habarana Lodge Limited**, a Company duly registered and having its registered office at No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter referred to as “**the Employer**” or “**the Company**”) of the one part and between **food Beverages and Tobacco Industries Employees Union**, a Trade Union duly registered and having its registered office at No. 53-2/1, Elvitigala Mawatha, Colombo 5 (hereinafter referred to as “**the Union**”) of the Other part.

WITNESSETH and it is hereby agreed between the parties as follows :

**TITLE**

This Collective Agreement shall be Known and referred to as the “**Cinnamon Lodge Habarana Collective Agreement of 2018**”.

**1. PARTIES COVERED AND BOUND**

The terms of this Agreement shall cover and bind the Employer, the Union and the members of the Union employed on permanent contracts in the grades covered by the Hotel and Catering Wages Board and are in employment at Cinnamon Lodge Habarana (A hotel owned by the company), at the time of signing of this Agreement.

## 2. DATE OF OPERATION AND DURATION

This Collective Agreement shall be effective from 01st of April 2018, and shall continue to be in force unless it is terminated by either party giving one month's notice to the other party, in writing, provided however, that no such notice shall be given by either party prior to the 28th day of February, 2020 and such notice shall not take effect and this Agreement shall not stand terminated prior to 31st of March, 2020.

Any notice given by a party prior to the 28th day of February, 2020 shall have no effect whatsoever.

## 3. SALARY INCREASE :

- (1) (a) The Employer agrees to revise the salaries of the Employees covered and bound by this Agreement based on their performance rating for the period 2017/2018 in the following manner with effect from 1st April 2018, On an exceptional basis.

Grade of the employee

Performance Rating		1	2	3	4	5
	1	0	0	0	0	0
	2	6%	6%	6%	6%	6%
	3	12%	12%	12%	12%	12%
	4	14.5%	14.5%	14.5%	14.5%	14.5%
	5	15%	15%	15%	15%	15%

- (b) An employee who obtains a performance rating of 2 for the period 2017/18 will be granted an increment of 6% of the basic salary or Rs. 800/- whichever is higher.

- (2) (a) The salaries of the employees covered by this agreement will be further revised based on their performance rating for the period 2018/19 in the following manner with effect from 1st April 2019.

Grade of the employee

Performance Rating		1	2	3	4	5
	1	0	0	0	0	0
	2	6%	6%	6%	6%	6%
	3	12%	12%	12%	12%	12%
	4	14%	14%	14%	14%	14%
	5	15%	15%	15%	15%	15%

- (b) An employee who obtains a performance rating of 2 for the period 2018/19 will be granted an increment of 6% of the basic salary or 800/- whichever is higher

4. The Union, together with their members, hereby undertake that during the period of operation of this Agreement they shall extend their fullest co-operation to the Company to carry out its lawful activities.

5. For avoidance of doubt, the Union and the members agree that the salary increase granted by the employer in April 2015, is an increase for which the employer can take credit in terms of the provisions of the Budgetary Relief Allowance of workers Act, No. 4 of 2016.
6. The Union and members further agree that they shall not make any demands and/ or pursue any matter before any authority for wage increases or any payments or benefit over and above those stated in this agreement.
7. If during the continuance in force of this Agreement, the Government prescribes increases in salary by any written law, applicable to the Company, the Employer shall be entitled to take credit for the increases granted in applying the terms of this Agreement. However, if the Government recommends increases in wages, such recommendations will not be applicable to the Employer and the Employees and this agreement shall prevail.
8. **HOURS OF WORK :**
  - (a) The normal working hours and the meal break shall be in accordance with shop and Office Employees' (Regulation of Employment and Remuneration) Act, No. 19 of 1954.
  - (b) It is acknowledged by the parties that normal working hours may be structured from time to time according to the requirements of the employer and in a manner to be consistent with the applicable law and commensurate with the practices in the industry.
9. **OVERTIME :**
  - (a) If required by the Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Refusal to work 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.
  - (b) Overtime work (i.e. work performed in excess of normal working hours) performed by an employee on request which is approved by the supervisor shall be remunerated at one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of shop and office Employees' (Regulation of Employment and Remuneration) Act, No. 19 of 1954 as amended, subject to applicability of overtime payments for such employees.
10. **LEAVE :**
  - (a) **Annual Leave**

An employee shall be entitled to 14 days annual leave with full remuneration subject to the provisions set out in the shop and office Employees; (Regulation of Employment and Remuneration) Act, No. 19 of 1954 as amended.
  - (b) **Casual/ Sick Leave**

An employee shall be entitled to 07 days Casual/ Sick Leave with full remuneration subject to the provisions set out in the shop and office Employees; (Regulation of Employment and Remuneration) Act, No. 19 of 1954 as amended.
  - (c) At the discretion of the management special medical leave will be granted on a case by case basis following the current practice. Such special medical leave shall be considered only for critical illnesses and hospitalization and the duration of the leave will be decided case by case at the discretion of the management, and this special leave shall be granted only in the event if an employee has no lieu leave or casual/ sick leave to avail for the period of absence.

**11. MATERNITY AND PATERNITY LEAVE :**

**(a) Maternity leave**

A female employee shall be entitled to maternity leave and benefits during the period covered by the prevailing contract in terms of the provisions of the shop and office Employees; (regulation of Employment and Remuneration) Act, No. 19 of 1954 as amended.

**(b) Paternity Leave**

A male employee, in relation to a child birth shall be entitled to 3 days paternity leave, to enable him to assist in the provision of care to his child and the mother of the child. This leave should be taken within 30 days from the date of child birth.

**12. STATUTORY/ PUBLIC HOLIDAYS :**

Statutory/ Public holidays shall be allowed to an employee in accordance with the provisions of the shop and office Employees' (Regulation of Employment and Remuneration) Act, No. 19 of 1954 as amended.

**13. WEEKLY HOLIDAYS :**

(a) Weekly holiday shall be allowed to an employee in accordance with the provisions of the shop and Office Employees' (Regulation of Employment and Remuneration) Act, No. 19 of 1954 as amended.

(b) Weekly holidays so due in respect of any four consecutive weeks in any month may be granted in accumulation at any time in that year.

**14. PRODUCTIVITY IMPROVEMENT :**

The management intends pursuing different operating models to enhance efficiencies and implement various productivity improvement initiatives and other mechanisms such as reducing the employee to room ratio, multitasking, job rotation and job enlargement. The employees and the union commit their fullest cooperation to the employer to enhance productivity levels in the hotel.

**15. SHARE OF PROFITS :**

The employer may at its discretion pay annually a share of profits of the company. This sum may be paid in not more than 3 installments.

**16. SERVICE CHARGE :**

(a) The employees covered and bound by this agreement shall be entitled to a monthly service charge which will be distributed in the following manner, after retaining 8% of the total amount, for breakages and losses and 2% for staff welfare.

1st year of service - 25%

2nd year of service - 50%

3rd year of service - 75%

4th year of service and thereafter - 100%

(b) At recruitment Employees who have previous experience and/ or competencies will be placed at a suitable point/ level in the above scheme at the discretion of the management.

(c) Parties agree that although trainees are not covered by this collective agreement, at the discretion of the management a service charge of 25% will continue to be paid to trainees after completion of 6 months training. If any trainees continue beyond 12 months the above mentioned service charge distribution scheme will be applicable.

**17. MEDICAL BENEFITS :**

The medical benefits scheme which is operated through a contributory insurance scheme will continue during the operational period of this agreement.

**18. UNIFORM :**

Employer will provide each employee with 4 sets of uniforms and a pair of shoes per year and the employees are required to be in uniform whilst on duty at the work place and maintain the uniforms and shoes in a good condition.

**19. LIFE INSURANCE COVER :**

In the event of death of an employee a sum of LKR 100,000/- will be paid through the life insurance cover for those who are covered under the company medical insurance scheme.

**20. RETIREMENT AGE :**

On reaching the age of fifty five (55) years an Employee shall, ipso facto, retire and cease to be employed 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 based on the need of the business.

**21. SUSPENSION :**

- (i) An Employee may be suspended without pay by the Employer -
  - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges may result in termination of the services of the Employee.
  - (b) In order to avoid a breach of the peace or intimidation of witnesses or damage to property/ evidence or disturbance of the business of the Employer.
  - (c) As a punishment for misconduct for a period not exceeding fourteen (14) working days after due inquiry.
- (ii) At the time of suspension under sub-clause i) a) and/or i) b) above or within twenty four (24) hours thereof, 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 22 hereof.

**22. DISCIPLINARY ACTION :**

Where the Employer proposes to proceed against an Employee, then -

- (i) Irrespective of whether an Employee has been suspended under clause 21 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.
- (ii) 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 in writing 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.

- (iii) 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.
- (iv) 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 fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show- cause notice. If the employer is unable to commence the inquiry within the time period stipulated above the employee shall be informed the reasons for such delay in writing. A member of the Union can be present as an observer at the disciplinary inquiry.
- (v) 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.
- (vi) If an order is made to dismiss the employee - the employee's dismissal shall take effect from the date of the employees' suspension and accordingly the Employee shall not be paid for the period of such suspension.
- (vii) An Employer shall not be required to hold an inquiry as referred to above where the employer proposes to warn the Employee or where the employee admits to the charge or charges.

#### 23. VARIATION OF TERMS AND CONDITIONS :

During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter nor change any of the terms and conditions contained herein and/or any other terms and conditions presently applicable to the employees covered and bound by this agreement, other than by way of mutual agreement between parties.

#### 24. DISPUTE SETTLEMENT PROCEDURE AND TRADE UNION ACTION :

- (i) The Employer, the union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein, other than by mutual agreement, and the union shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.
- (ii) In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to resolve any such dispute in the following manner :-
  - (a) Firstly, the branch and the Management would attempt to settle such issue/dispute at the company level. A written statement of the dispute shall be forwarded by the Union/ Branch committee to the Employer, and at least two weeks give for the Employer to resolve the dispute.
  - (b) In the event of non-resolution of the dispute at stage (a) above, parties agree to meet at the Employers' Federation of Ceylon (EFC) in order to resolve such dispute within 10 working days after such matter is referred to the EFC by the parent Union.
  - (c) In the event of non-resolution of the dispute at stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings, in terms of the provisions of the Industrial Disputes Act.
  - (d) In the event of non-resolution of the dispute at stage (c) above, the union agrees that they would give 07 working days prior notice, in writing, before engaging in any form of Trade Union action.

#### 25. Check off :

The employer shall remit union subscription of the members by way of a check- off facility to the union, on the written request of an employee bound by this agreement to deduct from the wages due to such employee, the current monthly union dues as are specified by the employee until such times as the employee maintains his request.

In the event of the union being representative of less than 40% of the above categories of the employees no remittance in respect of check off would be made thereafter in respect of such categories.

26. Subject to the terms and conditions set out in this agreement the current terms and conditions which are applicable to the employees covered and bound by this Agreement will remain unchanged during the period of this Agreement.

**In witness hereof, parties have signed and affixed their seals to this Agreement at Colombo, Sri Lanka, this**  
**Two Thousand and Eight Hundred and Eighty Eight**

*Ishara Nawarathne*

**FOR AND ON BEHALF OF  
 HABARANA LODGE LIMITED**

**Name:** *Ishara Nawarathne*

**Designation:** *VP - Tuko  
 HEAD OF HR - RES*

**WITNESSES:**

1. *[Signature]*

**Name:** *A. N. Pananawa*

**Designation:** *GENERAL*

2. *[Signature]*

**Name:** *Vijay Ekanayake*

**Designation:** *DDM -  
 EFC*

*[Signature]*



*My No: CI/ 1856*

**THE INDUSTRIAL DISPUTES ACT. CHAPTER 131**

THE collective Agreement entered into between **Habarana Walk Inn Limited**, No. 117, Sir Chittampalam A. Gadiner Mawatha, Colombo 02 of the one part and the **Food Beverages and Tobacco Industries Employees Union**, No. 53–2/1, Elvitigala Mawatha, Colombo 05 of the other part on **3rd April 2018** is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
11th June, 2018.

Collective Agreement No. 10 of 2018

<p><b>COLLECTIVE AGREEMENT</b></p> <p><b>BETWEEN</b></p> <p><b>HABARANA WALK INN LIMITED</b></p> <p><b>AND</b></p> <p><b>FOOD BEVERAGES AND TOBACCO INDUSTRIES EMPLOYEES UNION</b></p> <p><b>Entered in to on this 03 rd day of April, 2018.</b></p>
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## COLLECTIVE AGREEMENT

This **COLLECTIVE AGREEMENT** entered into on this 03rd day of April, Two Thousand and Eighteen between **Habarana Walk Inn Limited**, a Company duly registered and having its registered office at No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter referred to as “**the Employer**” or “**the Company**”) of the one part and between **food Beverages Tobacco Industries Employees Union**, a Trade Union duly registered and having its registered office at No. 53-2/1, Elvitigala Mawatha, Colombo 5 (hereinafter referred to as “**the Union**”) of the Other part.

WITNESSETH and it is hereby agreed between the parties as follows :

### TITLE

This Collective Agreement shall be Known and referred to as the “**Habarana Village by Cinnamon Collective Agreement of 2018**”.

### 1. PARTIES COVERED AND BOUND :

The terms of this Agreement shall cover and bind the Employer, the Union and the members of the Union employed on permanent contracts in the grades covered by the Hotel and Catering Wages Board and are in employment at Habarana Village by Cinnamon (A hotel owned by the company), at the time of signing of this Agreement.

### 2. DATE OF OPERATION AND DURATION :

This Collective Agreement shall be effective from 01st of April 2018, and shall continue to be in force unless it is terminated by either party giving one month’s notice to the other party, in writing, provided however, that no such notice shall be given by either party prior to the 28th day of February, 2020 and such notice shall not take effect and this Agreement shall not stand terminated prior to 31st of March, 2020.

Any notice given by a party prior to the 28th day of February, 2020 shall have no effect whatsoever.

### 3. SALARY INCREASE :

- (1) (a) The Employer agrees to revise the salaries of the Employees covered and bound by this Agreement based on their performance rating for the period 2017/2018 in the following manner with effect from 1st April 2018, on an exceptional basis.

Grade of the employee		1	2	3	4	5
Performance Rating	1	0	0	0	0	0
	2	6%	6%	6%	6%	6%
	3	12%	12%	12%	12%	12%
	4	14.5%	14.5%	14.5%	14.5%	14.5%
	5	15%	15%	15%	15%	15%

- (b) An employee who obtains a performance rating of 2 for the period 2017/18 will be granted an increment of 6% of the basic salary or Rs. 800/- whichever is higher.

- (2) (a) The salaries of the employees covered by this agreement will be further revised based on their performance rating for the period 2018/19 in the following manner with effect from 1st April 2019.

Grade of the employee

	1	2	3	4	5
1	0	0	0	0	0
2	6%	6%	6%	6%	6%
3	12%	12%	12%	12%	12%
4	14%	14%	14%	14%	14%
5	15%	15%	15%	15%	15%

Performance  
Rating

(b) An employee who obtains a performance rating of 2 for the period 2018/19 will be granted an increment of 6% of the basic salary or Rs. 800/- whichever is higher

4. The Union, together with their members, hereby undertake that during the period of operation of this Agreement, they shall extend their fullest co-operation to the Company to carry out all its lawful activities.
5. For avoidance of doubt, the Union and the members agree that the salary increase granted by the employer in April 2015, is an increase for which the employer can take credit in terms of the provisions of the Budgetary Relief Allowance of workers Act, No. 4 of 2016.
6. The Union and members further agree that they shall not make any demands and/ or pursue any matter before any authority for wage increases or any payments or benefit over and above those stated in this agreement.
7. If during the continuance in force of this Agreement, the Government prescribes increases in salary by any written law, applicable to the Company, the Employer shall be entitled to take credit for the increases granted in applying the terms of this Agreement. However, if the Government recommends increases in wages, such recommendations will not be applicable to the Employer and the Employees and this agreement shall prevail.
8. **HOURS OF WORK :**
  - a) The normal working hours and the meal break shall be in accordance with shop and office Employees' (Regulation of Employment and Remuneration) Act No. 19 of 1954.
  - b) It is acknowledged by the parties that normal working hours may be structured from time to time according to the requirements of the employer and in a manner to be consistent with the applicable law and commensurate with the practices in the industry.
9. **OVERTIME :**
  - a) If required by the Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Refusal to work 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.
  - b) Overtime work (i.e. work performed in excess of normal working hours) performed by an employee on request which is approved by the supervisor shall be remunerated at one and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of shop and office Employees' (regulation of Employment and Remuneration) Act No. 19 of 1954 as amended, subject to applicability of overtime payments for such employees.

**10. LEAVE :**

**(a) Annual Leave**

An employee shall be entitled to 14 days annual leave with full remuneration subject to the provisions set out in the shop and office Employees; (Regulation of Employment and Remuneration) Act No. 19 of 1954 as amended.

**(b) Casual/ Sick Leave**

An employee shall be entitled to 07 days Casual/ Sick Leave with full remuneration subject to the provisions set out in the shop and office Employees; (Regulation of Employment and Remuneration) Act No. 19 of 1954 as amended.

**(c)** At the discretion of the management special leave will be granted on a case by case basis following the current practice. Such special medical leave shall be considered only for critical illnesses and hospitalization and the duration of the leave will be decided case by case at the discretion of the management, and this special leave shall be granted only in the event if an employee has no lieu leave or casual/ sick leave to avail for the period of absence.

**11. MATERNITY AND PATERNITY LEAVE :**

**(a) Maternity leave**

A female employee shall be entitled to maternity leave and benefits during the period covered by the prevailing contract in terms of the provisions of the shop and office Employees; (regulation of Employment and Remuneration) Act No. 19 of 1954 as amended.

**(b) Paternity Leave**

A male employee, in relation to a child birth shall be entitled to 3 days paternity leave, to enable him to assist in the provision of care to his child and the mother of the child. This leave should be taken within 30 days from the date of child birth.

**12. STATUTORY/ PUBLIC HOLIDAYS :**

Statutory/ Public holidays shall be allowed to an employee in accordance with the provisions of the shop and office Employees' (Regulation of Employment and Remuneration) Act No. 19 of 1954 as amended.

**13. WEEKLY HOLIDAYS :**

**(a)** Weekly holiday shall be allowed to an employee in accordance with the provisions of the shop and Office Employees' (Regulation of Employment and Remuneration) Act. No. 19 of 1954 as amended.

**(b)** Weekly holidays so due in respect of any four consecutive weeks in any month may be granted in accumulation at any time in that year.

**14. PRODUCTIVITY IMPROVEMENT :**

The management intends pursuing different operating models to enhance efficiencies and implement various productivity improvement initiatives and other mechanisms such as reducing the employee to room ratio, multitasking, job rotation and job enlargement. The employees and the union commit their fullest cooperation to the employer to enhance productivity levels in the hotel.

**15. SHARE OF PROFITS :**

The employer may at its discretion pay annually a share of profits of the company. This sum may be paid in not more than 3 installments.

**16. SERVICE CHARGE :**

**(a)** The employees covered and bound by this agreement shall be entitled to a monthly service charge which will be distributed in the following manner, after retaining 8% of the total amount, for breakages and losses and 2% for staff welfare.

1st year of service - 25%

2nd year of service - 50%

3rd year of service - 75%

4th year of service and thereafter - 100%

(b) At recruitment Employees who have previous experience and/ or competencies will be placed at a suitable point/ level in the above scheme at the discretion of the management.

(c) Parties agree that although trainees are not covered by this collective agreement, at the discretion of the management a service charge of 25% will continue to be paid to trainees after completion of 6 months training. If any trainees continue beyond 12 months the above mentioned service charge distribution scheme will be applicable.

#### **17. MEDICAL BENEFITS :**

The medical benefits scheme which is operated through a contributory insurance scheme will continue during the operational period of this agreement.

#### **18. UNIFORM :**

Employer will provide each employee with 4 sets of uniforms and a pair of shoes per year and the employees are required to be in uniform whilst on duty at the work place and maintain the uniforms and shoes in a good condition.

#### **19. LIFE INSURANCE COVER :**

In the event of death of an employee a sum of LKR 100,000 will be paid through the life insurance cover for those who are covered under the company medical insurance scheme.

#### **20. RETIREMENT AGE :**

On reaching the age of fifty five (55) years an Employee shall, ipso facto, retire and cease to be employed 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 based on the need of the business.

#### **21. SUSPENSION :**

(i) An Employee may be suspended without pay by the Employer -

(a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges may result in termination of the services of the Employee.

(b) In order to avoid a breach of the peace or intimidation of witnesses or damage to property/ evidence or disturbance of the business of the Employer.

(c) As a punishment for misconduct for a period not exceeding fourteen (14) working days after due inquiry.

(ii) At the time of suspension under sub-clause i) a) and/or i) b) above or within twenty four (24) hours thereof, 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 22 hereof.

#### **22. DISCIPLINARY ACTION**

Where the Employer proposes to proceed against an Employee, then -

(i) Irrespective of whether an Employee has been suspended under clause 21 hereof or not, the Employees 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 be given to the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.

(ii) Within three (3) clear working days after the date of the show cause notice, the Employees 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 in writing 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.

- (iii) 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.
- (iv) 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 fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show- cause notice. If the employer is unable to commence the inquiry within the time period stipulated above the employee shall be informed the reasons for such delay in writing. A member of the Union can be present as an observer at the disciplinary inquiry.
- (v) 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.
- (vi) If an order is made to dismiss the employee the employee's dismissal shall take effect from the date of the employees' suspension and accordingly the Employee shall not be paid for the period of such suspension.
- (vii) An Employer shall not be required to hold an inquiry as referred to above where the employer proposes to warn the Employee or where the employee admits to the charge or charges.

### 23. VARIATION OF TERMS AND CONDITIONS :

During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter nor change any of the terms and conditions contained herein and/or any other terms and conditions presently applicable to the employee covered and bound by this agreement, other than by way of mutual agreement between parties.

### 24. DISPUTE SETTLEMENT PROCEDURE AND TRADE UNION ACTION :

- i) The Employer, the union and the employees covered and bound by this Agreement undertaken that they shall not during the continuance of this agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein, other than by mutual agreement, and the union shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this agreement.
- ii) In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to resolve any such dispute in the following manner :-
  - a) Firstly, the branch and the Management would attempt to settle such issue/dispute at the company level. A written statement of the dispute shall be forwarded by the Union/ Branch committee to the Employer, and at least two weeks given for the Employer to resolve the dispute.
  - b) In the event of non-resolution of the dispute at stage (a) above, parties agree to meet at the Employers' Federation of Ceylon (EFC) in order to resolve such dispute within 10 working days after such matter is referred to the EFC by the parent Union.
  - c) In the event of non-resolution of the dispute at stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings, in terms of the provisions of the Industrial Disputes Act.
  - d) In the event of non-resolution of the dispute at stage (c) above, the Union agrees that they would give 07 working days prior notice, in writing, before engaging in any form of trade Union action.

### 25. Check off :

The employer shall remit union subscription of the members by way of a "check-off" facility to the union, on the written request of an employee bound by this agreement to deduct from the wages due to such employee, the current monthly union dues as are specified by the employee until such times as the employee maintains his request.

In the event of the union being representative of less than 40% of the above categories of the employees no remittance in respect of check off would be made thereafter in respect of such categories.

26. Subject to the terms and conditions set out in this agreement the current terms and conditions which are applicable to the employees covered and bound by this Agreement will remain unchanged during the period of this Agreement.

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HABARANA WA

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**WITNESSES:**

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