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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2084/27 – 2018 අගෝස්තු මස 15 වැනි බදාදා – 2018.08.15

No. 2084/27 – WEDNESDAY, AUGUST 15, 2018

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI / 1843.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between SANASA Development Bank PLC, No. 12, Edmonton Road, Kirulapone, Colombo 06 of the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 15th day of March 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.
2nd August, 2018.



Collective Agreement No. 23 of 2018**COLLECTIVE AGREEMENT**

SANASA Development Bank PLC of No. 12, Edmonton Road, Kirulapone, Colombo 06
of the one part

And

Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10,
of the other part

This Collective Agreement is made on this Fifteenth (15th) day of March, Two Thousand and Eighteen (15th March, 2018), by and between SANASA Development Bank PLC of the one part (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union of the other part (hereinafter referred to as "the Union").

Title.—This Agreement will be known and referred to as "SANASA DEVELOPMENT BANK COLLECTIVE AGREEMENT" with "THE CEYLON BANK EMPLOYEES' UNION" for the period First day of January, Two Thousand and Eighteen to Thirty First day of December, Two Thousand and Twenty (01.01.2018 - 31.12.2020).

1. Employer to be Covered and Bound.—

- (a) This Agreement shall cover and bind the SANASA Development bank PLC, which is a party to this Agreement.

2. Employees to be Covered and Bound.—

- (a) This Agreement shall cover and bind members of the Union in employment with the SANASA Development Bank PLC and who are employed in any of the categories as at the date of signing of the agreement for which a salary revision has been prescribed in this Agreement as follows:
- (i) Phase 1-01st January 2018 to 31st June 2019 - 20% increase from the Basic salary as at 31st December 2017 described in the Schedule 1 attached hereto.
 - (ii) Phase 11 - 01st July 2019 to 31st December 2020 - 13% increase from the basic salary as at 30th June 2019 described in the schedule 1 attached hereto.
- (b) Its agreed that salaries of Chief Manager Grade will also be taken up and included in the next collective agreement due with effect from 1st January 2021 provided that chief Manager grade is eligible to be taken into the agreement.

3. Date of Operation and Duration.—

- (a) This Agreement shall be in force from 1st day of January Two Thousand and Eighteen (01.01.2018) and shall continue until either party terminates it by written notice in terms of the industrial Disputes Act, as amended. However, that no party shall give such notice to the other party before the Thirty First (31st) day of December Two Thousands and Twenty (31st December 2020). The union shall, however, have the right to commence negotiations for a revised Collective agreement at any time on or after 1st April 2020.

4. *Matters Covered and Variation of Terms and Conditions of Employment and Benefits .-*

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters which are covered by this Agreement and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the 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 other than the matters relating to non - salary benefits which shall be discussed by the Management of the Bank with the Ceylon Bank Employees' Union which described in the Schedule 2 attached here to and reach finality within six months from the execution of this agreement. After an Agreement has been arrived at, as regard non - salary benefits the terms and conditions of same shall be annexed to this Agreement, which shall from an integral part thereof.
- (b) It is agreed by the parties covered and bound by this Agreement that 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 in this Agreement other than by mutual agreement.

5. *Salary Structure.-*

- (a) As from First day of January Two Thousand and Eighteen (01st January 2018) each employee covered and bound by this Agreement shall be paid and subject to other terms and conditions herein contained.

6 *Conversion of the Basic Salary.-*

- (a) The basic salaries of all employees will be converted to the revised salaries by applying the revision by step for step (point by point) method of conversion.
- (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary on the same basis.

7. *Other Commitments.-*

- (a) The Union further agrees to assist, cooperate and support the management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business plan of the Bank.
- (b) The Union and its members covered and bound by this agreement jointly and severally agree with the Bank that during the continuous in force of this agreement they shall not engage in any strike or other form of Trade Union action including go - slow, boycott or demonstration or picketing of any form or collective action against the Bank in respect of any dispute related to this agreement other than the matters relating to non-salary benefits which described in the Schedule 2 attached hereto and shall be discussed by the Management of the bank with the Ceylon Bank Employees' Union and reach finality within six months. However, a dispute arising out of a failed negotiation for a fresh collective agreement after 31st day of December 2020, cannot be construed interpreted and /or implied by both parties as a dispute related to this agreement.
- (c) In the event there been no satisfactory settlement of the dispute arising out of a failed negotiation for a fresh collective agreement aforesaid, and if the parent union decides to resort to any form of trade union action , the parent union shall inform in writing to the bank, the Employers' Federation of Ceylon and the Commissioner General of Labour before the date of such Trade union action. However such notice shall not be given prior to 31st December 2020.
- (d) If during the continuance of this Agreement, the Government prescribes increases in salary by any written law, applicable to the Bank, the Employer shall be entitled to take credit for the increase granted in terms of this agreement. However, if the Government recommends increases in wages or salaries, such recommendations will not be applicable to the Employer and the Employees.

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 15.08.2018

Salary Revision from 2018-2020	
Minor Staff	
Labourer	
Office Assistant	
Driver 1	
Driver 2	
Driver 3	
Driver 4	
EDL 3	
EDL 2	
EDL 1, Com./Proc./Secretary	
Assistant Manager Legal Officer	
Manager	
Senior Manager	
CLO Level III	
CLO Level II	
CLO Level I	
Regional Co-operative Liaison Officer	
Manager Co-operative Liaison Officer	
Senior Manager Co-operative Liaison Officer	
PAS Grade V	
PAS Grade IV	
PAS Grade III	
PAS Grade II	
PAS Grade I	

Fig. 4 - SARASILA DEVELOPMENT BANK COLLECTIVE AG

SCHEDULE (2)

Non-Salary benefits to be taken up for discussion

1. Risk allowance for officer who handle safe keys of Branches-Phase 1
2. Distance allowance for officers who work at Head Office and Centralized units -Phase 1
3. Branch grading allowance - Phase 1
4. Holiday allowance - Phase 1
5. Risk allowance for officers who perform teller functions at Branches - Phase II
6. Out of pocket allowance for officers who perform work on week days beyond normal working hours subject to ceiling - Phase II
7. Fuel allowance for Assistant Manager Grade-Phase II
8. Subsistence allowance-Phase II

For and on behalf of

SANASA Development Bank

[Signature]

General Manager/CEO

[Signature]

Head of Human Resources

W

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayathilaka Mawatha, Colombo 01 of the one part and the Jathika Sewaka Sangamaya, Sri Lanka Nidahas Sewaka Sangamaya And Four Other Unions of the other part on 25th December 2018 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
03th August, 2018.

Collective Agreement No. 05 of 2018**COLLECTIVE AGREEMENT 2017**

Entered into between
State Pharmaceuticals Corporation of Sri Lanka Colombo 01
of the one part

and

The Jathika Sewaka Sangamaya, Sri Lanka Nidahas Sewaka Sangamaya and Four Other Unions Mention Herin
of the other part.

THIS COLLECTIVE AGREEMENT is made on 15.12.2017 by and between the State Pharmaceuticals Corporation Of Sri Lanka (Established under the State Industrial Coporations Act, No. 49 of 1957 and *Gazette* Notification No. 14, 976/3-1971 September 22nd of Wednesday) and having its head office at "No. 75, Sir Baron Jayathilaka Mawatha, Colombo 01, of the one part (hereinafter reffered to as "the SPC") and the following unions.

1. Jathika Sewaka Sangamaya'
2. Sri Lanka Nidahas Sewaka Sangamaya
3. State Pharmaceuticals Corporation Executive Officers' Association
4. Eksath Rajya Sewa Aushada Sanstha Sewaka Sangamaya
5. Aushada Sanstha Sewaka Sangamaya
6. Rajya Aushada Neethigatha Sansthawa Oushada Weedeenge Sangamaya.

This Collective Agreement shall be known and reffered to as the "State Pharmaceuticals Corporation of Sri Lanka Collective Agreement 2017 with the all SPC Unions mentioned herein before.

1. ***Employer to be bound.*** - State Pharmaceuticals Coporation of Sri Lanka.

2. ***Employees to be covered and bound.*** - This collective Agreement shall cover are bind inter alia all permanent employees of State Pharmaceuticals Corporatopn of Sri Lanka in the relevant categories of the Salary scales contained in ***Annex I*** in this collective agreement.

3. ***Date of Operation and Duration.*** - This Agreement shall come into effect from 01.07.2017, and thereafter continue to be in force, unless it is repudiated by either party by giving six months notice in writing to the other party. However, it is agreed further that no party shall give such notice to the other party before expiry of 30 months from the date of this agreement, and such notice shall be effective after expiry of 36 months (*i. e.* 30.06.2020) from the date of this agreement.

4. Parties agree that they should commence discussions for renegotiations of the terms and conditions of this agreement or for formulation of new collective agreement before the expiry of this agreement.

5. **Matters covered and variation of terms and conditions of employment and benefits.** - It is agreed this Collective Agreement shall be in full and final settlement of all matters covered herein as well as of all matters raised by representatives representing the membership of the said all unions in relation to the period of 36 month (3 years) from the date of this agreement, in respect of which negotiations have already taken place and matters have been agreed upon by all before the execution of this Agreement Hence it is agreed that during the continuance of this Collective Agreement matters discussed, negotiated and agreed upon between the parties as reflect herein shall remain to be in force and that no Union of the SPC will during the period this Collective Agreement will resort to any trade union action such as work to rule, picketing, strikes and will also not to vary, alter or add any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement, other than in an event where an annual salary increment of 25 percent (25%) or over has been granted to the Corporation employees.

6. **Salary Components.** - As from the date execution of this Collective Agreement, each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises the following components;

- (i) As per Annex 01 attached to letter dated 14.12.2017 of Director General, Department of public Enterprises of General Treasury.
- (ii) Further;
 - (a) Any advantage given to corporation employees in terms of any Circular instruction issued by the Secretary to the Treasury, the Secretary, Public Administration (only the circulars applicable to State Corporation and Statutory Boards), will continue to be applicable to the employees of the SPC, as may be relevant; and
 - (b) The Cost of living Allowance (COLA) or related adjustments as may be announced in the annual Budget will also be extended to the employees of SPC, as may be relevant, view of the fact that a separate COLA adjustment did not form part of this Collective Agreement.
 - (c) The travelling Allowance not relevant for the employees who are entitled to vehicle benefit including fuel Allowance approved by Government.
 - (d) All other non salary benefits enjoyed by employees to be continued separately and will not change unless prior approval is granted by the Treasury.

7. **Taxes on Emoluments.** - For avoidance of doubt, it is acknowledge the paye tax on emoluments shall be continued to be borne by employees.

8. **Methodology Of Converting existing salary to proposed salary.** - The salaries of employees will be converted to the revised scale by applying the step for step (point by point) method of conversion. As per annexed salary scales.

Eg: An employee, who had on the 5th step of the scale as at the date immediately prior to the Effective date of this Agreement will be placed on 05th step of the relevant revised scale with effect from Effective date of this collective agreement.

9. **Conversion Anomalies.** - Parties jointly agree to execute this Agreement on the basis that any anomaly associated with the calculation of increments will be referred to a Committee comprising of one member from Ministry of Health, Treasury Representative, representatives of the SPC (3 members) and presidents of the unions to which the respective employee is attached. Such committee shall be appointed within a month from the date of this Agreement and its recommendations shall be given within 3 months three from.

10. **Other Commitments.** - The Unions agree that the employees will take all endeavors to enhance the productivity of the operations of SPC through which a growth of 10% turnover excluding procurement orders placed by the Ministry of Health, Nutrition and Indigenous Medicines to be achieved by the SPC and should maintain adequate profitability at the end of the year.

11. **Incidental Matters on to be covered.** - The parties hereby agreed to all other matters incidental to this Agreement not dealt with herein shall be governed by applicable laws, regulations and Circular Instructions applicable. However the union retains the right to raise any issue which they consider as unreasonable to its members.

For and on behalf of the State Pharmacy Corporation

01) Sarath Liyanage
Chairman
State Pharmaceuticals Corporation

02) Dr. M. H. M. Ruen
Managing Director
State Pharmaceuticals Corporation

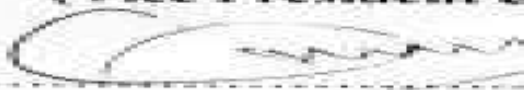
Witnesses :


01) K. M. D. R. Dassanayake
General Manager - State Pharmaceuticals Corporation


02) S.M. A. D. S. H. Sammand
Deputy General Manager -
State Pharmaceuticals Corporation


03) M. W. P. Jennet
Deputy General Manager -
State Pharmaceuticals Corporation


For and on behalf of the Trade Unions


01) Jathika Sewaka Samithi
Sunil de Silva
(Vice President & General Secretary)



02) Sri Lanka Nidahas
Lesly Devendra
(General Secretary)


03) State Pharmaceutical Workers Union
P. K. R. Fernando
(President)


04) Eksath Rajya Sewa Samithi
K. R. N. Perera
(Secretary)


05) Aushada Sanstha Samithi
W. K. L. Roshan
(President)


06) Rajya Aushada Neethi Samithi
M. M. S. Ranathunga
(President)




Category	Basic Salary	Traveling Allowance	Drug Safety Responsibility Allowance	Cost of Living (1,000s)	All other
PL 1	15000	5000	2500	10000	
PL 2	15600	5200	2500	10000	
PL 3	15930	5386	2500	10000	
SA 1.1	16900	5380	2535	10000	
SA 2.1	18320	5674	2756	10000	
MA 1.1	25800	7260	3870	10000	
MA 1.3	32230	8446	4835	10000	
HA 1.3	48450	0	7268	10000	
HA 2.3	55360	0	8304	10000	

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

PROPOSED SALARY STRUCTURE FOR COLLECTIVE AGREEMENT - 01.07.2017 - 30.06.2020

	Drug Safety allowance	Cost of Living (10000)	Attendance allowance (3000)	Total Salary	Change %
	14925	10000	3000	RS. 27925	50.21
	15042	10000	3000	28042	50.13

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Yala Village (Pvt) Limited, No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and the Food Beverages and Tobacco Industries Employees Union, 513 -2/ 1, Elvitigala Mawatha, Colombo 05 of the other part on 6th 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.
07th August, 2018.

Collective Agreement No. 12 of 2018**COLLECTIVE AGREEMENT****BETWEEN**

Yala Village (Pvt) Limited

AND

Food Beverages & Tobacco Industries Employees Union

entered in to on this 06th day of April, 2018

COLLECTIVE AGREEMENT

This Collective Agreement entered into on this 06th day of April, Two Thousand and Eighteen between **Yala Village (Pvt) 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. 513-2/1, Elvitigala Mawatha, Colombo 05 (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 Wild Yala 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 Wild Yala (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 months' 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
Performance Rating	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 Rs. 800/- which ever is higher.

4. The Union, together with thier members, hereby undertake that during the period of operation of this Agreement, they shall extend thier 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 increase 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 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 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.

(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 Employee's 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 ad 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 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 subscriptions 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 set their hands on this 06th day of April Two Thousand and Eighteen at Colombo.

Ishara Nanjil

**FOR AND ON BEHALF OF
YALA VILLAGE (PVT) LIMITED**

Name: *Ishara Nanjil*

Designation: *VP - John
Head of HR - Reson*

WITNESSES:

1. *[Signature]*

Name: *A. K. K. WIMALA*

Designation: *RESIDANT*

2. *[Signature]*

Name: *Virgin - Euphu*

Designation: *Deputy Director*

EPC