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EXTRAORDINARY

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PART I : SECTION (I) — GENERAL
Government Notifications

My No. සා/ව/01/2019

Collective Agreement No. 03 of 2019

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

**PLANTATION WORKERS WAGES COLLECTIVE
AGREEMENT - 2019-2021**

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 Workers Congress, No. 72, Ananda Coomaraswamy Mawatha, Colombo 07 and Lanka Jathika Estate Workers Union, No. 60, Bandaranaikepuram, Sri Jayawardenapura Mawatha, Rajagiriya of the other part on 28th January 2019 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat, Colombo 05.
13th March, 2019.

This Agreement made and entered into between the Employers' Federation of Ceylon, having its registered office at No. 385J3, Old Kotte Road, Rajagiriya of the First Part (hereinafter called and referred to as the party of the First Part, which term shall mean and include the member Companies whose names are mentioned in the annexed Schedule) and the Ceylon Workers' Congress, having its registered office at No. 72, Ananda Coomaraswamy Mawatha, Colombo 07, the Lanka Jathika Estate Workers' Union, having its registered office at No. 60, Bandaranaikepuram, Sri Jayawardenapura Mawatha, Rajagiriya of the Second Part (hereinafter jointly and severally called the party of the Second Part).

Whereas negotiations took place between the said parties to revise the Wage Collective Agreement entered into between them on 18th October 2016 (Collective Agreement No. 35 of 2016) in respect of the manual grade



employees in the Tea and Rubber Plantations under the management of the said Companies which the said parties consider to be in place until such time the revised terms agreed by and on behalf of the parties as set out hereunder in respect of wages and other relevant payments become effective from 28th January 2019.

1. The employees working on daily rates of pay in a manual capacity shall with effect from the effective date, receive the following remuneration package.

A. Tea

- i. A daily wage of Rs. 700/- on which EPF and ETF benefits shall be paid.
- ii. It is agreed by the Party of the Second Part that in view of the decision by the Party of the First Part to revise the basic wage by 40%, the payments made in *lieu* of the Attendance Incentive and the Productivity Incentive shall not be considered as part of employee terms and conditions and accordingly workers covered and bound by this Agreement shall not be eligible to receive any payments in *lieu* hereon.
- iii. A Fixed Price Share Supplement of a sum of Rs. 50/- per day.
- iv. The over kilo rate of Tea shall be Rs. 40/-
- v. The payments referred to at (iii) and (iv) above shall not constitute part of an employee's earnings for the payment of any consequential benefits such as EPF, ETF etc., thereon.
- vi. For work performed on a Sunday the Employer shall pay 1 1/2 times of the basic wage of Rs. 700/- and 1 1/2 times of fixed PSS of Rs. 50/-

B. Rubber

- i. A daily wage of Rs. 700/- on which EPF and ETF benefits shall be paid.
- ii. It is agreed by the Party of the Second Part that in view of the decision by the Party of the First Part to revise the basic wage by 40%, the payments made in *lieu* of the Attendance Incentive and the Productivity Incentive shall not be considered as part of employee terms and conditions and accordingly workers covered and bound by this Agreement shall not be eligible to receive any payments in *lieu* hereon.

- iii. A Fixed Price Share Supplement of a sum of Rs. 50/- per day.

- iv. The over kilo rate of Rubber shall be Rs. 45/-

- v. The payments referred to at (iii) and (iv) above shall not constitute part of an employee's earnings for the payment of any consequential benefits such as EPF, ETF etc., thereon.

- vi. For work performed on a Sunday the Employer shall pay 1 1/2 times of the basic wage of Rs. 700/- and 1 1/2 times of the fixed PSS of Rs. 50/-

- C. There shall be no other payment in addition to the payments referred to in terms of items 1A and 1B.

2. Parties agree that the remuneration package as determined under Clause I above, shall come into force and apply for a minimum period of 2 years (two years) commencing 28th January 2019 and shall continue to be in force thereafter unless it is abrogated by either party by giving one month's notice to the other. Further, it is agreed that until such time this Agreement is at an end neither party shall in any manner add or attempt to add to, vary or alter this remuneration package or any of the direct monetary payments currently applicable to the employees.
3. The Unions undertake to support the improvement of productivity of the industry and at estate level by moving to a productivity lined wage regime based on revenue share/out-grower models etc., prior to the next agreement. In pursuance of this objective, parties agree to meet and discuss the modalities of implementing the above during the course of this Agreement within six (06) months.
4. In order to ensure equal value for work without discrimination, payments linked to norms in respect of both gender shall be made taking into account those applicable at the time (i. e. current norms) for females in the case of plucking tea and men in the case of tasks. There will be no distinction made in applying current norms for tapping.
5. This Agreement entered into in accordance with Clause 6 of Collective Agreement No. 13 of 2003 and until such time the said Agreement is re-negotiated, provisions stipulated therein shall apply other than in respect of matters covered herein including those specifically mentioned in Clause 3 above.

6. The provisions of this Agreement shall supersede and replace the provisions of the Plantation Workers' Wage Collective Agreement No. 35 of 2016.

7. The parties once again agree to co-operate and commit themselves in improving the efficiency and productivity of the estates and encourage more

dialogue and settlement of operational issues at estate level in harmony.

8. The RPCs shall continue to maintain fields and keep them cleaned.

In witness hereof parties have set their hands hereunto on this 28th day of January 2019, at Colombo.

Mrs. A. Sivarajah,
General Secretary,
Ceylon Workers Congress

Bhathiya Bulumulle,
Vice Chairman,
Plantation Service Group
Employers Federation of Ceylon

S. Vadivel
General Secretary,
Lanka Jathika Estate Workers Union

K. Weerasinghe,
Director General,
Employers Federation of Ceylon

S. Ramanathan,
Secretary,
Joint Plantations Trade Union Centre

Witnesses :

Sunil Poholiyadde,
Chairman,
Planters' Association of Ceylon.

A. Thondaman,
President,
Ceylon Workers Congress

Viren Ruberu,
CEO - Kahawatta Plantations PLC,

P. Navaratne,
Industrial Relations Advisor,
Lanka Jathika Estate Workers Union.

P. G. Chandrasena,
Deputy President,
Joint Plantations Trade Union Centre

K. Marimuttu,
Vice President,
Ceylon Workers Congress

S. Murugiah,
Assistant Secretary,
Joint Plantations Trade Union Centre

S. P. Wijeykumaran,
National Organiser,
Lanka Jathika Estate Workers Union.

SCHEDULE

1. Agalawatte Plantations PLC
2. Agarapatana Plantations PLC
3. Balangoda Plantations PLC
4. Bogawantalawa Tea Estate PLC
5. Elkaduwa Plantations Ltd
6. Elpitiya Plantations PLC
7. Hapugastenne Plantations PLC
8. Horana Plantations PLC
9. Kahawatte Plantations PLC
10. Kegalle Plantations PLC
11. Kelani Valley Plantations PLC

SCHEDULE (*Contd.*)

12. Kotagala Plantations PLC
13. Madulsima Plantations PLC
14. Malwatte Valley Plantations PLC
15. Maskeliya Plantations PLC
16. Maturata Plantations PLC
17. Namunukula Plantations PLC
18. Pussellawa Plantations PLC
19. Talawakelle Tea Estate PLC
20. Udapussellawa Plantations PLC
21. Watawala Plantations PLC
22. Hatton Plantations PLC

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