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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/656

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Asbestos Cement Industries Limited, No. 175, Sri Sumanatissa Mawatha, Colombo 12 and its Factory at Katukurunduwatta Road, off Templers Road, Ratmalana of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, 493/1, T.B. Jayah Mawatha, Colombo 10 of the other part on 14th day of March 2013 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
27th June, 2014.

Collective Agreement No. 14 of 2013

AGREEMENT BETWEEN ASBESTOS CEMENT INDUSTRIES LIMITED AND SRI LANKA NIDAHAS SEVAKA SANGAMAYA

This Agreement entered into at Colombo on this Fourteenth day of March Two Thousand and Thirteen, pursuant to the Industrial Disputes Act between THE ASBESTOS CEMENT INDUSTRIES LIMITED (hereinafter referred to as “THE EMPLOYER”) having its registered Office at No. 175, Sri Sumanatissa Mawatha, Colombo 12 and its factory at Katukurunduwatta Road, Off Templers Road, Ratmalana and SRI LANKA NIDAHAS SEVAKA SANGAMAYA having its registered office at 493/1, T.B. Jayah Mawatha, Colombo 10 (hereinafter referred to as “THE UNION”) is as follows:



1. **Employer Covered and Bound.**— This Agreement shall bind Messrs. Asbestos Cement Industries 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 as who are on probation or are employed by the day or by the job.

3. **Earlier Agreements.**—

(a) Whereas the Employer and Commercial and 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 Extraordinary 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 twelve 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 fifteen and such notice shall not expire before the 30th day of November, Two Thousand and fifteen.

(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.

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.

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 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 subclause (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) here of 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 holidays, the employee shall be paid as remuneration —
 - (a) One and a half (1 1/2) times the normal hourly rate ascertain 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 ascertain 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, casual 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 (05) 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 utilised, 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 one 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 (05) 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 Twelve 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.

- (a) The Allowance of Twenty Five (25) per cent upto a maximum of Fifty Rupees (Rs. 50/-) per month payable in terms of 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.

and all other statutory allowances payable in law as at this date

- (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 twelve 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 sixty seven (67), 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 thirteen.
- At the expiry of each twelve month period commencing from the First day of November Two Thousand and thirteen the 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 sixty seven (67) 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 the 1st December 2012 on the basis of 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 2012 have been consolidated at 113 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 21% of the wages for the month of November 2012, from the effective date. The increments on a % age scale will not be a norm in the future.
- The employee will receive an additional wage increase of Rs. 1,250/- for the Financial Year 2013/2014 and another Rs. 1,275/- for the Financial Year 2014/2015 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 steps 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:

<i>Monthly Wage</i>	<i>Annual Increment</i>	
Skilled	Rs. 13,951/-	250/-
Semi Skilled	Rs. 13,886/-	175/-
Un Skilled	Rs. 13,879/-	150/-

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 (either morning or afternoon) | a day's wage ascertained as above divided 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 113 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 twelve ascertained in accordance with the under noted formula.

The Formula :

If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 113 a sum computed at Rupees Sixty Seven (Rs. 67) for each complete point (*i.e.* 1.0) by which such average exceeds 113 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 twelve 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 twelve 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 years 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 | <p>(i) 1/2 month's terminal wages for each completed year of service For the 1st 20 years service.</p> <p>(ii) 3/4 month's Terminal wages for each completed year of service for the period exceeding 20 years but not exceeding 25 years.</p> <p>(iii) 1 month's Terminal wages for each completed year of service for the period exceeding 25 years.</p> |

(4) If and 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 and 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 predeceased 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 1/2 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 i.e. 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 i.e. 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 BONUSSES 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 BONUSSES shall be increased to 16% of the total consolidated wages earned by an employee during the preceding 12 months i.e. August to July, However, the SPECIAL BONUSSES 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 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.

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:
 - (a) An employee with over 5 years of service exceeding his leave entitlement by 15 days during the previous Calendar Year.
 - (b) An employee with over 3 years of service but less than 5 years of 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 of 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. **Warnings:**— 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 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 (07) working days after due inquiry.
- (2) At the time of suspension under sub-clause (1) (a) 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 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 charge or 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 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 for herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the 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-clauses (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 casual 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 percentum (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 percentum (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 and 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 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 concession 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.

02. **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 showcause 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 and "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 and "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 Personnel 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 Personnel 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 Managing Director.

14A

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 18.07.2014

- (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 the 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 or 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 200 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)

SCALES OF MONTHLY WAGES CONSOLIDATED AT THE COST OF LIVING INDEX FIGURES AT 113 PAYABLE TO
PERMENENT WORKERS WHO ARE IN EMPLOYEMNT AS AT 1st DECEMBER, 2012

Stage	Unskilled		Semiskilled		Skilled	1
1	16879		16861		16951	
2	17029		17036		17201	
3	17179		17211		17451	
4	17329		17386		17701	
5	17479		17561		17951	
6	17629		17736		18201	
7	17779		17911		18451	
8	17929		18086		18701	
9	18079		18261		18951	
10	18229		18436		19201	
11	18379		18611		19451	
12	18529		18786		19701	
13	18679		18961		19951	
14	18829		19136		20201	
15	18979	34	19311	34	20451	34
16	19129	X	19486	X	20701	X
17	19279	Rs. 150/-	19661	Rs.175/-	20951	Rs. 250/-
18	19429		19836		21201	
19	19579		20011		21451	
20	19729		20186		21701	
21	19879		20361		21951	
22	20029		20536		22201	
23	20179		20711		22451	
24	20329		20886		22701	
25	20479		21061		22951	
26	20629		21236		23201	
27	20779		21411		23451	
28	20929		21586		23701	
29	21079		21761		23951	
30	21229		21936		24201	
31	21379		22111		24451	
32	21529		22286		24701	
33	21679		22461		24951	
34	21829		22636		25201	
35	21979		22811		25451	
Starting Wages	13879		13886		13951	
Minimum Increase	3000		2975		3000	
	<hr/>		<hr/>		<hr/>	
	16879		16861		16951	

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.

Date of Operation and Duration of Agreement

This Agreement shall be effective as from the 1st of December, Two thousand and twelve and 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 30th of June, two thousand and fifteen and such notice shall not expire before the thirtieth day of November two thousand and fifteen.

IN WITNESS OF THE ABOVE AGREEMENT the following persons have signed this AGREEMENT on behalf of the parties hereto at Colombo on this 14th day of March, 2013.

For and on Behalf of
SRI LANKA NIDAHAS SEVAKA SA


LESLIE DEVENDRA
GENERAL SECRETARY


H.K. SAMSON
PRESIDENT
BRANCH UNION.


D.M.L. RENUKA
SECRETARY
BRANCH UNION


ORGANIZER
BRANCH UNION / 14 / 03 / 2013


TREASURER
BRANCH UNION

08 - 216

My No.: CA/State/01/2014.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between The Employers' Federation of Ceylon, No. 385 J 3, Old Kotte Road, Rajagiriya, of the one part and The Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 3 of the other part on 12th day of March, 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
27th June, 2014.

Collective Agreement No. 12 of 2014

COLLECTIVE AGREEMENT - CLERICAL STAFF

THIS COLLECTIVE AGREEMENT entered into between The Employers' Federation of Ceylon of 385 J3, Old Kotte Road, Rajagiriya, of the First Part, and The Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 3, of the Second Part, made and entered into on the Twelfth day of March Two Thousand Fourteen witnesseth as follows:

1. **Title :** This Agreement shall be known as the Plantations Clerical Staff Collective Agreement.

2. **Employers Covered and Bound.**— This Agreement shall bind the members of the Employer's 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. **Union 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 terms or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, 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 2013 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 30th September 2016.

6. **General Terms and Conditions.**—

(i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by the Agreement.

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

(iii) Upon completion of 10 years satisfactory service under the same employer, Junior Clerks shall be re-designated as Clerks.

7. **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 6 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 without notice or assigning reasons therefor.

8. **First Appointment.**— No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G. C. E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance At Work.**— Unless otherwise specifically instructed by his 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. **Promotions.**—

(i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.

(ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.

(iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position, subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1500/-) per mensem.

(iv) Where the acting period, other than in over looking positions, continue for 6 months the employer shall prior to the expiry of 6 months, inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. Salaries.–

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2013 shall be as follows:
 - (i) With effect from 1st October 2013, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25% provided however, in respect of the period October 2013 to February 2014, it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.)
 - (ii) (a) The notional arrears payment will be paid in two equal installments. The Initial payment will be made prior to the Sinhala/Tamil Year in April 2014 and,
 - (b) the second installment will be paid in June 2014.
 - (iii) In terms of the above salary revision, the salary scales applicable will accordingly be revised as per Schedule II of this agreement.
 - (iv) After revision effected in terms of (i) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in Schedule III hereof.
 - (v) In the case of Stenographers/Clerks and Storekeepers/Clerks who are presently entitled to an allowance on account of work as a Stenographer or Storekeeper, as the case may be, such employee shall continue to receive his/her allowances at the rate of 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.
2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them, shall receive a 10% increment of the following allowances, depending on the grade to which they belong, and the revised allowance will be as follows:

Junior Clerk	-	Rs. 1,020/- x 10% = Rs. 1,122.00
Clerk	-	Rs. 1,080/- x 10% = Rs. 1,188.00
Senior Clerk	-	Rs. 1,260/- x 10% = Rs. 1,386.00
Chief Clerk	-	Rs. 1,380/- x 10% = Rs. 1,518.00
Special Grade Chief Clerk/ Administrative Officer	-	Rs. 1,440/- x 10% = Rs. 1,584.00

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

12. **Overtime.–** If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Overtime work shall be remunerated at one and a half times the normal hourly rate.

13. **Weekly, Statutory and Poya Holidays.–** An employee will be entitled to holidays as provided for in the Shop and Office Employees Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

14. Leave.–

- (1) Annual Leave and Casual Leave shall be granted as prescribed in the Shop and Office Employees Act. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit: this right shall not extend to any employee recruited after 1st September, 1993.
- (2) (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 Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as a 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 a higher quantum of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him/her.

(3) **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 taken in any one year will not be carried over to the next year.

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

16. **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.

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

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- (1) 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 or misconduct against him. Such suspension shall be in writing.
- (2) Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay.
- (3) The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

19. **Administrative Transfers.**-

- (1) 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.
- (2) 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 spouses employment shall generally be made at the end of the year with three months' notice in writing.
- (3) Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
- (4) No employee covered by this Agreement shall be transferred except on disciplinary grounds, in the last year prior to his retirement.
- (5) The provisions of sub-clauses (1), (2), (3) and (4) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

20. Annual Increments.-

- (1) 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.
- (2) An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after 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.

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- (1) 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 3 days of the actual suspension.
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- (5) 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.
- (6) 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.
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- (1) 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.
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PART II

1. The Regional Plantation Companies covered and bound by this Agreement morefully described in Schedule I to this Agreement undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.

2. **Electricity**

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

ELEVATION BELOW 4,500 FEET (FACTORY ELEVATION)

Senior Staff	- 140 units
Junior Staff (Inclusive of Minor Staff)	- 100 units
Drivers	- 75 units

ELEVATION ABOVE 4,500 FEET (FACTORY ELEVATION)

Senior Staff	- 170 units
Junior Staff (Inclusive of Minor Staff)	- 130 units
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Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

Kerosene - Employer shall provide 25 litres kerosene per mensum to those employees resident on estates/divisions without electricity.

3. Tea Allowance

The employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	–	2	kgs
Junior Staff (Inclusive of Minor Staff)	–	1 ½	kgs
Drivers	–	1	kg

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 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June, 2003.

4. Death Grant

1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 50,000/- as funeral expenses.
2. The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

5. Medical Aid Scheme

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.


24. 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.

In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Twelfth day of March Two Thousand Fourteen.




.....
Sunil Poholiyadde
Chairman
Plantation Services Employ



.....
Ravi Peiris
Director General
The Employers' Federation

Witnesses

1.



.....
A L W Geonewardene
Deputy Chairman
Plantation Services Employ

2.



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

SCHEDULE I

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

SCHEDULE II

CLERICAL STAFF - SALARY RANGES

Junior Clerk	Rs. 19,269.00 - Rs. 33,040.00
	Annual Increment 300
Clerk	Rs. 19,482.00 - Rs. 36,511.00
	Annual Increment 400
Senior Clerk	Rs. 19,694.00 - Rs. 41,607.00
	Annual Increment 500
Chief Clerk	Rs. 20,675.00 - Rs. 54,002.00
	Annual Increment 750
Special Grade Chief Clerk / Administrative Officer	Rs. 24,894.00 - Rs. 74,640.00
	Annual Increment 1000







My No.: CA/State/05/2014.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Employers' Federation of Ceylon, 385J3, Old Kotte Road, Rajagiriya of the one part and the Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 12th day of March, 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
27th June, 2014.

Collective Agreement No. 16 of 2014

COLLECTIVE AGREEMENT - MEDICAL STAFF

THIS COLLECTIVE AGREEMENT entered into between the Employers' Federation of Ceylon, 385J3, Old Kotte Road, Rajagiriya of the First part and the Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the Second part made and entered into on the Twelfth day of March Two Thousand Fourteen witnesseth as follows:-

1. **Title.**- This Agreement shall be known as the Plantations Medical 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 Commissioner General of Labour in terms of the Industrial Disputes Act, 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, 2013 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act subject to the condition that no party shall give notice to the other before 30th September, 2016.

6. General Terms and Conditions

(a) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.

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

(ii) The following rules of grading shall apply to the specified grades:

(a) A pharmacist shall be a person who has successfully obtained an acceptable qualification.

(b) A midwife (Grade I) shall be a person with qualifications and training.

(b) All Registered Practitioners (RMPs), Estate Medical Assistants (EMAs) and Assistant Medical Practitioners (AMPs) with over 20 years experience shall be placed on the Medical Practitioners Grade.

(c) All Estate Medical Assistants (EMAs) and all Assistant Medical Practitioners (AMPs) with less than 20 years service shall be placed in the Estate Medical Practitioners Grade.

7. **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 6 months, an 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 without notice or assigning reasons therefore.

8. **First Appointment:**— No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at Work:**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work in everyday 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. **Promotions.**—

- (i) Wherever vacancies exist all other factors being comparable, seniority shall be given preference. The Employer shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand five Hundred (Rs. 1,500/-) per mensem.
- (iv) Where the acting period, other than in overlooking positions, continue for 6 months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries.**—

- (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October, 2013 shall be as follows: —
 - (i) With effect from 1st October, 2013 the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25%. Provided however, in respect of the period October 2013 to February 2014 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.)
 - (ii) (a) The notional arrears payment will be paid in two equal installments. The initial payment will be made prior to the Sinhala/Tamil New Year in April 2014 and
 - (b) The second installment will be paid in June 2014.
 - (iii) In terms of the above salary revision, the salary scales applicable will accordingly be revised as per Schedule II of this agreement.
 - (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the salary range applicable to his/her grade as set out in Schedule III hereof.
 - (v) In the case of Welfare Officers/Storekeepers who are presently entitled to an allowance on account of work as a Welfare Officer/Storekeeper, as the case may be, such employee shall continue to receive his/her allowances at the rate of 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.

- (2) (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive a 10% increment of the following allowances, depending on the grade to which they belong, and the revised allowance will be as follows: -

Creche Attendant, Orderly and Ward Attendant		Rs. 1,020/-	x 10% =	Rs. 1,122/-
Midwife (Grade II) Welfare Officer, Apprentice Pharmacist, Midwife (Grade I)	-	Rs. 1,080/-	X10% =	Rs. 1,188/-
Pharmacist/Junior Estate Medical Assistant	-	Rs. 1,260/-	X10% =	Rs. 1,386/-
Estate Medical Practitioner	-	Rs. 1,380/-	X10% =	Rs. 1,518/-
Medical Practitioner	-	Rs. 1,440/-	X10% =	Rs. 1,584/-

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

12. **Off Days.**- A medical staff member shall be allowed one off day each week on which he will not be called upon to undertake routine duties. He will, however, be required to deal with all urgent cases, which may arise.

13. **Calls at Night or on Off Days.**-

- (i) With effect from the date hereof, an allowance of Rs. 150/- shall be paid to members of the medical staff for calls in the Lines between 6.00 p.m. and 6.00 a.m. and Rs. 100/- in respect of calls to the hospital, dispensary and maternity ward between 6 p.m. and 6 a.m. In the case of a night call between 6 p.m. and 6 a.m. to the Hospital, Dispensary or Maternity Ward, dealing with childbirth, the allowance payable shall be Rs. 300/-.
- (ii) A call which has to be attended to in the Lines on a prescribed off day shall be treated as a night call and paid for at Rs. 150/- per call.
- (iii) "Calls" shall mean physical visits.
- (iv) An Estate Medical Practitioner or Estate Medical Assistant overlooking work on another estate shall be paid an allowance of Rs. 500/- in respect of each visit he is required to make to such other estate.
- (v) Midwives shall be paid a uniform allowance of Rs. 2,500/- per year.

14. **Holidays.**- Employees will be entitled to paid holidays on

February 4th	-	Independence Day
April 13th or 14th	-	Sinhala/Tamil New Year
May 1st	-	May Day

15. **Leave.**-

- (1) Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit: this right shall not extend to any employee recruited after 1st September, 1993.
- (2) (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 upto 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 deem 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 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.
- (3) **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 taken in any one year will not be carried over to the next year.
- (4) Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual leave.

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- (i) Unless the letter of appointment specifies a higher retirement 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.
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Kerosene.—Employer shall provide 25 litres kerosene per mensum to those employees resident on estates/divisions without electricity.

3. Tea Allowance

The Employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	– 2 kgs
Junior Staff (Inclusive of minor staff)	– 1 1/2 kgs
Drivers	– 1 kg

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 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June, 2003.

4. Death Grant


1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 50,000 as funeral expenses.
2. The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. 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.**— 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.

25. 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.

In Witness whereof the
Twelfth day of March Tw



Sunil Poholiyadde
Chairman
Plantation Services Em


Ravi Peiris
Director General
The Employers' Federa

Witnesses

1.



A L W Goonewardene
Deputy Chairman
Plantation Services Em

2.



Prasad de Silva
Assistant Director-Gener
Head of Plantation Servi
The Employers' Federati

Agalawatte Plant
Agarapatana Pla
Balangoda Plant
Bogawantalawa
Elpitiya Plantatio
Elkaduwa Planta
Hapugastenne F
Horana Plantatic
Kahawatte Plant
Kegalle Plantatic
Kelani Valley Pla
Kotagala Plantat
Madulsima Plant
Malwatte Valley
Maskeliya Planta
Maturata Plantat
Namunukula Pla
Pussellawa Plan
Talawakelle Tea
Udapussellawa F
Watawala Planta

MEDICAL STAFF -

Crèche Attendant / C
Orderly Ward / Atten

Apprentice Pharmaci
Midwife Grade 1 & 2,

Pharmacist/Junior Es

Estate Medical Practi

Medical Practitioner

Schedule III - Creche Attendants

Stage	Current Salary Rs.
1	14,575.00
2	14,628.00
3	14,683.00
4	14,738.00
5	14,793.00
6	14,848.00
7	14,903.00
8	14,958.00
9	15,013.00
10	15,068.00
11	15,123.00
12	15,178.00
13	15,233.00
14	15,288.00
15	15,343.00
16	15,398.00
17	15,453.00
18	15,508.00
19	15,563.00
20	15,618.00
21	15,673.00
22	15,728.00
23	15,783.00
24	15,838.00
25	15,893.00
26	15,948.00
27	16,003.00
28	16,058.00
29	16,113.00
30	16,168.00
31	16,223.00
32	16,278.00
33	16,333.00
34	16,388.00
35	16,443.00
36	16,498.00
37	16,553.00
38	16,608.00
39	16,663.00
40	16,718.00
41	16,773.00
42	16,828.00
43	16,883.00
44	16,938.00
45	16,993.00
46	17,048.00
47	17,103.00
48	17,158.00
49	17,213.00
50	17,268.00
51	17,323.00
52	17,378.00
53	17,433.00
54	17,488.00

Schedule III - Apprentice P

Stage	Current Salary	25%
	Rs.	
1	14,965	
2	15,038	
3	15,113	
4	15,188	
5	15,263	
6	15,338	
7	15,413	
8	15,488	
9	15,563	
10	15,638	
11	15,713	
12	15,788	
13	15,863	
14	15,938	
15	16,013	
16	16,088	
17	16,163	
18	16,238	
19	16,313	
20	16,388	
21	16,463	
22	16,538	
23	16,613	
24	16,688	
25	16,763	
26	16,838	
27	16,913	
28	16,988	
29	17,063	
30	17,138	
31	17,213	
32	17,288	
33	17,363	
34	17,438	
35	17,513	
36	17,588	
37	17,663	
38	17,738	
39	17,813	
40	17,888	
41	17,963	
42	18,038	
43	18,113	
44	18,188	
45	18,263	
46	18,338	
47	18,413	
48	18,488	
49	18,563	
50	18,638	
51	18,713	
52	18,788	
53	18,863	
54	18,938	

Schedule III -

Stage

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Schedule III - E

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Schedule III - M

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