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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2076/5- 2018 ජුනි මස 18 වැනි සඳුදා - 2018.06.18

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PART I : SECTION (I) — GENERAL

Government Notifications

My No: සා.ගි/පොද්/01/2017

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Limited, No. 80, Dambulla Road, Kurunegala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 25th September 2017 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner General of Labour,

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

Collective Agreement No. 37 of 2017

COLLECTIVE AGREEMENT- CLERICAL STAFF

This Collective Agreement entered into between the Kurunegala Plantations Limited having its registered office at No. 80, Dambulla Road, Kurunegala of the First Part, and the Inter Company Employees Union of 259/9 Sethsiri Mawatha, Koswatte, Talangama, of the Second Part, made and entered into on this 25th day of September 2017.

Witnesseth as Follows



1. **Title**

This Agreement shall be known as the Kurunegala Plantations Clerical Staff Collective Agreement.

2. **Employers Covered and Bound**

This Agreement shall bind Kurunegala Plantations Limited 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 members of the aforesaid Union, who are employed by Kurunegala Plantations Limited on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule I hereof.

4. **Earlier Agreement**

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 the 1st day of August 2017 to 31st July 2020 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 31st July 2020.

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 this 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 this 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 therefore.

8. **First Appointment**

No person will be recruited to a grade covered by this Agreement unless he has successfully completed the GCE (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 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 and 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**

The salaries payable to the employees covered and bounded by this agreement with effect from 01st August 2017 shall be as follows:

- i. With effect from 01st August 2017, the salaries of all employees in employment at the date hereof shall be increased by rupees Seven Thousand and Eight Hundred (Rs. 7,800/-) as Cost of Living Allowance. This Allowance should be separately shown in the pay slip as COLA.
- ii. Contributions to EPF and ETF shall be made in respect of this allowance. However, this COLA will not attract to calculation of Overtime and any Allowance with is paid to employees as a percentage of a salary or calculated based on the Basic salary.
- iii. Any salary increase given to the MSD (Management Services Department) employees will be applicable to those who are covered by the Agreement, upon their absorption to the MSD, and there shall be no other increments other than those given to the MSD employees.
- iv. Both Parties to this Agreement agree to endeavor to pursue the absorption of the employees covered by this Agreement to the MSD, within a period of one year. In the event the said absorption does not take place, during the said period of one year, Parties agree to discuss the steps to be taken in relation to this matter.
- v. Until such time the Collective Agreement covered employees are absorbed to MSD salary structures, the prevailing salary ranges (annexure 1) and the increments will be applicable to all employees covered under this category.

12. **Staff Quarters**

- 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 the following allowances, depending on the grade to which they belong.

Junior Clerk	Rs. 1,120/=
Clerk	Rs. 1,190/=
Senior Clerk	Rs. 1,390/=
Chief Clerk	Rs. 1,520/=

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

13. 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 half times the normal hourly rate.

14. Weekly/Statutory and Poya Holidays

An Employee will be entitled to holidays provided for in the Shop and Office Employees Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

15. Leave

1. Annual Leave -

Annual Leave and Casual Leave shall be granted as prescribed in the Shop and Office Employees Act. All employees with more than 20 year's 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 21st December 1994.

2. Sick Leave -

Leave on full pay shall be granted up to 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 more than two days 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 aforementioned, where he deems it appropriate.

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.

In the case of an employee whose terms and 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 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.

16. Gratuity

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

17. Age of Retirement

- 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.

- ii. However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act of misconduct in respect of which disciplinary action has been taken.
- iii. An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year’s notice in writing or pay one year’s salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

18. **Suspension as a Measure of Punishment**

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.

19. **Suspension Pending Disciplinary Inquiries**

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 of 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-clause (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.

20. **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.

21. **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 the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

22. Disciplinary Inquiries

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.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
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 endeavor 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 he delay. In no case shall the findings be delayed beyond 90 working days from the date conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no finding are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

23. Variations of Terms and Conditions of Employment & Disputes

1. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
2. Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.

3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

24. **Duty Leave**

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.
2. Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

Part II

1. The Employer undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/ subleasing of estates or 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.

Senior staff	-	140 units
Junior staff	-	100 units
Other/Minor staff	-	75 units

Recoveries of 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 mensem to those employees resident on estates/ divisions without electricity.

3. *Death Grant*

1. With effect from the date hereof, on the death of a staff member, the Dependents will be paid a sum of Rs. 50,000/= as funeral expenses.
2. The Dependents 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 Dependents hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

4. *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 retirement/death or termination of his/her employment from the estate.

5. *Coconut Allowance*

The Employer shall provide 40 Coconuts to members of estates staff (including future recruits) at a cost of Rs. 1/- per nut irrespective of what they had been enjoying in the past.

25. **Interpretation***Word Meaning*

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 25th day of September 2017.

.....
A M Piyasoma Upali
Chairman
For and on behalf on
Kurunegala Plantations Limited

.....
Wasantha Samarasinghe
President
For and on behalf of Inter Company
Employees Union

Witnesses-

.....
D M Bandaranayake
Working Director
Kurunegala Plantations Limited

.....
R M P P S Rajapaksha
President
Branch Union

.....
S M M Samarakoon
Chief Executive Officer
Kurunegala Plantations Limited

.....
K A T G Kkuruppu
Secretary
Branch Unionsss

SCHEDULE I
Clerical Staff Salary Ranges

<i>Junior Clerk</i>	<i>Clerk</i>	<i>Senior Clerk</i>	<i>Chief Clerk</i>
Rs. 19,508.00	Rs. 19,720.00	Rs. 19,933.00	Rs. 20,914.00
<i>Annual Increment</i>	<i>Annual Increment</i>	<i>Annual Increment</i>	<i>Annual Increment</i>
Rs. 200.00	Rs. 250.00	Rs. 300.00	Rs. 400.00

My No: සා.ශි/පෞද්/02/2017

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Limited, No. 80, Dambulla Road, Kurunegala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 25th September 2017 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner General of Labour,

Department of Labour,
Labour Secretariat,
Colombo 05.
11.06.2018

Collective Agreement No. 38 of 2017

COLLECTIVE AGREEMENT– MAINTANANCE & SUPPORT

This Collective Agreement entered into between the Kurunegala Plantations Limited having its registered office at No. 80, Dambulla Road, Kurunegala of the First Part, and the Inter Company Employees Union No. 259/9 Sethsiri Mawatha, Koswatte, Talangama, of the Second Part, made and entered into on the 25th day of September 2017.

1. **Title**

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

2. **Employers Covered and Bound**

This Agreement shall bind Kurunegala Plantations Limited 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 members of the aforesaid Union, who are employed by Kurunegala Plantations Limited as Maintenance and Support Staff on monthly contracts of employment.

4. **Earlier Agreement**

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 make 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 the 1st day of August 2017 to 31st July 2020 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 31st July 2020.

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 this Agreement.
- ii. Grading of employees covered shall be at the discretion of the Employer.

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 this 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 therefore.

8. 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.

9. Salaries

The salaries payable to the employees covered and bounded by this agreement with effect from 01st August 2017 shall be as follows:

- i. With effect from 01st August 2017, the salaries of all employees in employment at the date hereof shall be increased by rupees Seven Thousand and Eight Hundred (Rs. 7,800/-) as Cost of Living Allowance. This Allowance should be separately shown in the pay slip as COLA.
- ii. Contributions to EPF and ETF shall be made in respect of this allowance. However, this COLA will not attract to calculation of Overtime and any Allowance with is paid to employees as a percentage of a salary or calculated based on the Basic salary.
- iii. Any salary increase given to the MSD (Management Services Department) employees will be applicable to those who are covered by the Agreement, upon their absorption to the MSD, and there shall be no other increments other than those given to the MSD employees.
- iv. Both Parties to this Agreement agree to endeavor to pursue the absorption of the employees covered by this Agreement to the MSD, within a period of one year. In the event the said absorption does not take place, during the said period of one year, Parties agree to discuss the steps to be taken in relating to this matter.
- v. Until such time the Collective Agreement covered employees are absorbed to MSD salary structures, the prevailing salary ranges (annexure 1) and the increments will be applicable to all employees covered under this category.

10. Staff Quarters

- 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 the following allowances, depending on the grade to which they belong.

Lorry/Tractor Driver	Rs. 950.00
Car Driver	Rs. 950.00

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

11. **Hours of Work and Overtime**

The decision of the relevant Wages Board shall apply.

12. **Leave**

1. *Annual Leave -*

Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on proportionate basis. All employees with more than 20 year's service, and Heads of Department shall be entitled to three weeks paid annual leave as a special benefit. This right shall not extend to any employee recruited after 21st December 1994.

2. *Sick Leave -*

(a) Leave on full pay shall be granted up to 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 aforementioned, where he deems it appropriate.

(b) 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.

(c) 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 shall not be carried over to the next year.

4. Employees shall be allowed Public Holidays to which they are entitled by the decision of the relevant Waged Board.

13. **Gratuity**

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

14. **Age of Retirement**

- i. Unless the letter of appointment specifies a higher retrial 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*.

15. **Suspension as a Measure of Punishment**

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.

Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

16. **Suspension Pending Disciplinary Inquiries**

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 of 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-clause (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.

17. **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.

18. **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 the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

19. **Disciplinary Inquiries**

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.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
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 endeavor 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 he 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 finding are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

20. **Variations of Terms and conditions of Employment & Disputes**

1. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
2. Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

21. **Duty Leave**

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.
2. Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

Part II

1. Kurunegala Plantations Limited covered and bound by this Agreement undertakes to discuss with the Union to resolve any issues relevant to employees in a situation of amalgamation/subleasing of estates or 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.

Senior staff	-	140 units
Junior staff	-	100 units
Other/Minor staff		

Recoveries of 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 mensem to those employees resident on estates/divisions without electricity.

3. *Death Grant*

1. With effect from the date hereof, on the death of a staff member, the Dependents will be paid a sum of Rs. 50,000/= as funeral expenses.
2. The Dependents 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 Dependents hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

4. *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 retirement/death or termination of his/her employment from the estate.

5. *Coconut Allowance*

The Employer shall provide 40 Coconuts to members of estates staff (including future recruits) at a cost of Rs. 1/- per nut irrespective of what they had been enjoying in the past.

22. **Interpretation**

Word Meaning

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 25th day of September 2017.

.....
A M Piyasoma Upali
Chairman
For and on behalf on
Kurunegala Plantations Limited

.....
Wasantha Samarasinghe
President
For and on behalf of Inter Company
Employees Union

Witnesses-

.....
D M Bandaranayake
Working Director
Kurunegala Plantations Limited

.....
R M P P S Rajapaksha
President
Branch Union

.....
S M M Samarakoon
Chief Executive Officer
Kurunegala Plantations Limited

.....
K A T G Kuruppu
Secretary
Branch Union

SCHEDULE I— Maintenance and Support Staff Salary Ranges

Lorry/Tractor Driver	Car/Jeep Driver
Rs.18,770	Rs.18,664
Annual Increment	Annual Increment
Rs. 200.00	Rs. 200.00

My No: සා.ශි/පොද්/03/2017

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Limited, No. 80, Dambulla Road, Kurunegala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 25th September 2017 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner General of Labour,

Department of Labour,
Labour Secretariat,
Colombo 05.
11.06.2018

Collective Agreement No. 39 of 2017

COLLECTIVE AGREEMENT– OFFICERS - IN - CHARGE

This Collective Agreement entered into between the Kurunegala Plantations Limited having its registered office at No. 80, Dambulla Road, Kurunegala of the First Part, and the Inter Company Employees Union No. 259/9 Sethsiri Mawatha, Koswatte, Talangama, of the Second Part, made and entered into on the 25th day of September 2017.

1. **Title**

This Agreement shall be known as the Plantations officers in charge staff Collective Agreement.

2. **Employers Covered and Bound**

This Agreement shall bind Kurunegala Plantations Limited 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 members of the aforesaid Union, who are employed by Kurunegala Plantations Limited as officers in charge on monthly contracts of employment.

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 the 1st day of August 2017 to 31st July 2020 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 31st July 2020.

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 this Agreement.
- ii. Grading of employees covered shall be at the discretion of the Employer.

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 this 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 therefore.

8. **First Appointment**

No person will be recruited to a grade covered by this Agreement unless he has successfully completed the GCE (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 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**

The salaries payable to the employees covered and bounded by this agreement with effect from 01st August 2017 shall be as follows:

- i. With effect from 01st August 2017, the salaries of all employees in employment at the date hereof shall be increased by rupees Seven Thousand and Eight Hundred (Rs. 7,800/-) as Cost of Living Allowance. This Allowance should be separately shown in the pay slip as COLA.
- ii. Contributions to EPF and ETF shall be made in respect of this allowance. However, this COLA will

not attract to calculation of Overtime and any Allowance with is paid to employees as a percentage of a salary or calculated based on the Basic salary.

- iii. Any salary increase given to the MSD (Management Services Department) employees will be applicable to those who are covered by the Agreement, upon their absorption to the MSD, and there shall be no other increments other than those given to the MSD employees.
- iv. Both Parties to this Agreement agree to endeavor to pursue the absorption of the employees covered by this Agreement to the MSD, within a period of one year. In the event the said absorption does not take place, during the said period of one year, Parties agree to discuss the steps to be taken in relating to this matter.
- v. Until such time the Collective Agreement covered employees are absorbed to MSD salary structures, the prevailing salary ranges (annexure 1) and the increments will be applicable to all employees covered under this category.

12. Staff Quarters

- 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 the following allowances, depending on the grade to which they belong.

Officer– in– charge	Rs. 1,470/=
Senior Officer - in - charge	Rs. 1,580/=

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

13. Hours of Work and Overtime

- i. The working week shall be 6 days of 48 hours. One day each week shall be allowed as an off day. Work on the Weekly off day or in excess of 48 hours per week or 10 hours per day shall be deemed to overtime.
- ii. An employee shall work reasonable overtime which has been authorized by the employer. Each hour of overtime work shall be calculated by dividing the monthly rate by Two Hundred and Forty (240) multiplied by one and a half (1 1/2)

14. Leave

1. Annual Leave -

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 year's 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 21st December 1994.

2. 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 aforementioned, where he deems it appropriate.

- (b) 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.
- (c) In the case of an employee whose terms and 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 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 shall not be carried over to the next year.

4. *Religious Leave -*

Five (5) days leave on full pay shall be allowed each year to such employee on account of religious festivals in accordance with the religious persuasion of such employees. Such leave may not however be taken in continuation with casual leave.

15. **Holidays**

Employees shall be entitled to paid holidays on -

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

16. **Gratuity**

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

17. **Age of Retirement**

- 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.
- ii. However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act of misconduct in respect of which disciplinary action has been taken.
- iii. An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year’s notice in writing or pay one year’s salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in *lieu*.

18. **Suspension as a Measure of Punishment**

- 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.

19. **Suspension Pending Disciplinary Inquiries**

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 of 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-clause (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.

20. **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.

21. **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 the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

22. **Disciplinary Inquiries**

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.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request

further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.

4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
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the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

Part II

1. The Kurunegala Plantations Limited covered and bound by this Agreement undertakes to discuss with the Union to resolve any issues relevant to employees in a situation of amalgamation/ subleasing of estates or divisions.

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3. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

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Word Meaning

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In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on the this 25th day of September 2017.

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A M Piyasoma Upali
Chairman
For and on behalf on
Kurunegala Plantations Limited

.....
Wasantha Samarasinghe
President
For and on behalf of Inter Company
Employees Union

Witnesses-

.....
D M Bandaranayake
Working Director
Kurunegala Plantations Limited

.....
R M P P S Rajapaksha
President
Branch Union

.....
S M M Samarakoon
Chief Executive Officer
Kurunegala Plantations Limited

.....
K A T G Kuruppu
Secretary
Branch Unionsss

SCHEDULE I OIC Grade Salary Ranges

OIC	Senior OIC
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Annual Increment	Annual Increment
Rs. 300.00	Rs. 400.00