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**The Gazette of the Democratic Socialist Republic of Sri Lanka**  
**EXTRAORDINARY**

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**PART I : SECTION (I) — GENERAL**  
**Government Notifications**

My No. සා.ලි/රා.ව/02/2017.

**COLLECTIVE AGREEMENT No. 34 OF 2017**

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

**Plantation Staffs' Collective Agreements with Janatha  
Estates Development Board**

**01.10.2016 to 30.09.2019**

THE Collective Agreement entered into between Janatha Estates Development Board, No. 55/75, Vauxhall Lane, Colombo 02 of the one part and the Ceylon Estate Staffs Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 26th April 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)

The Ceylon Estates Staffs' Union,  
No. 06, Aloe Avenue,  
Colombo 03.

A. WIMALAWEERA,  
Commissioner General of Labour.

**COLLECTIVE AGREEMENT - CLERICAL STAFF**

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

This Collective Agreement entered into between the Janatha Estates Development Board having its registered office at 55/75, Vauxhall Lane, Colombo 2 of the First Part, and the Ceylon Estate Staffs' Union of No. 6, Aloe Avenue,



Colombo 3 of the Second Part, made and entered into on the twenty sixth day of April Two Thousand Seventeen witnesseth as follows :

### **1. Title**

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

### **2. Employees covered and bound**

This Agreement shall bind the management of the Janatha Estates Development Board, whose name is mentioned as first part for an 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 Janatha Estates Development Board on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I 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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' 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 2016 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 2019.

### **6. General terms and conditions**

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st March 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date. Accordingly no arrears shall be due in respect of any payment whatsoever relating to such revised terms for the period 1st October 2016 up to 28th February 2017.
- 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.
- iv. All Chief Clerk will be designated as Administrative Officers with effect from 01st March 2017.
- v. Employees who are presently designated as Administrative Officers will be re-designated as Special Grade Administrative officers with effect from 01st March 2017.

### **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 unsatisfactorily 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 not 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 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 employees 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 Two Thousand (Rs. 2,000/-) per mensem
- iv. Overlooking period shall not exceeded 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

## 11. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st March 2017 shall be as follows:
  - i. With effect from 1st March 2017, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25% based on last drawn salary.
  - ii. In the case of Stenographer/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 12.5% 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.
  - iii. In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule I of this agreement.

- iv. Subject to the provisions set out in clause 6(1) above, the Sri Lanka State Plantations Corporation covered and bound to pay the revised salaries in the month of March 2017.

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 being, and the revised allowance will be as follows.

Junior Clerk	- Rs. 1,122/-+10% = Rs. 1,234.00
Clerk	- Rs. 1,185/-+10% = Rs. 1,307.00
Senior Clerk	- Rs. 1,386/-+10% = Rs. 1,525.00
Administrative officer	- Rs. 1,518/-+10% = Rs. 1,670.00
Special Grade Administrative Officer	- Rs. 1,584/-+10% = Rs. 1,742.00

- (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 & 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 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 specified 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*.

### 17. 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.

### 18. 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-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 services 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 O/L/AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.

5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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 even 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.
3. Revised annual increments shall be paid to all employees in employment from 1st March 2017.

## 21. 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 need 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 a 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.
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.

## 22. 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 not 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.

## 23. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Janatha Estates Development Board and the Ceylon Estate Staffs' Union will be formed. Such committee will meet once in three months to resolve any dispute that may arise as set out in clause 4 above as well as in relation to any violation of the provisions of this agreement, if required. However, in case of an urgent necessity a meeting will be held with two weeks' notice.

## 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 JEDB 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, two Vice President of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two Vice Presidents shall not exceed twelve days in any one year.
5. 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 jointly by these two office bearers shall not exceed twelve days in any one year.

## PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situation.

## 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	-	100 units.

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	-	170 units
Junior Staff	-	130 units.

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 liters kerosene per mensem to those employees resident on estate/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	-	1 ½ Kgs

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.

Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the Janatha Estates Development Board
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

### Schedule 1

#### Clerical Staff Salary Ranges

### 4. 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. 75,000/- 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.

Junior Clerk	Rs. 24,100.00 - Rs. 42,100.00	
	Annual Increment	450
Clerk	Rs. 24,350.00 - Rs. 46,350.00	
	Annual Increment	550
Senior Clerk	Rs. 24,600.00 - Rs. 51,600.00	
	Annual Increment	675
Administrative Officer	Rs. 25,850.00 - Rs. 67,850.00	
	Annual Increment	1,050
Special Grade Administrative Officer	Rs. 31,100.00 - Rs. 85,100.00	
	Annual Increment	1,350

### 5. Medical Aid Scheme

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%
2. 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.

In witness whereof the parties aforesaid have hereunto set their hand at Colombo on this 26th day of April Two Thousand and Seventeen.

.....	.....
Keerthi Kotagama	Dhammika Jayawardena
Chairman	President
Janatha Estate Development Board	Ceylon Estate Staffs' Union

Witnesses

.....	.....
Tharik Omar	Nath Amarasinghe
Executive Director	General Secretary
Janatha Estate Development Board	Ceylon Estate Staffs' Union

### Interpretation

Word	Meaning
Union	means the union referred to as the Party of the Second Part in this Agreement

**COLLECTIVE AGREEMENT - TECHNICAL STAFF****6. General terms and conditions**

This Collective Agreement entered into between the Janatha Estates Development Board having its registered office at 55/75, Vauxhall Lane, Colombo 2. of the first Part, and the Ceylon Estates staff's union on No. 6, Aloe Avenue, Colombo 03 of the Second Part, made and entered into on the twenty sixth day of April Two Thousand Seventeen witnesseth as follows :

**1. Title**

This Agreement shall be known as the Plantations Technical Staff Collective Agreement.

**2. Employees covered and bound**

This Agreement shall bind the management of the Janatha Estates Development Board, whose name is mentioned as first part for an 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 Janatha Estates Development Board on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I 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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of an 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 2016 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 2019.

i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st March 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date. Accordingly no arrears shall be due in respect of any payment whatsoever relating to such revised terms for the period 1 st October 2016 up to 28th February 2017.

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

iii. Upon completion of 10 years of satisfactory service under the same employer, junior Assistant Factory Officer shall be re-designated as Assistant Factory Officer.

**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 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 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 Two Thousand (Rs. 2,000/-) per mensem
- iv. Overlooking period shall not exceed 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

## 11. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st March 2017 shall be as follows:
  - i. With effect from 1st March 2017, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25% based on last drawn salary
  - ii. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule I of this agreement.
  - iii. In the case of Factory officer/Storekeeper who are presently entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive his/her allowances at the rate of 12.5% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contribution to EPF and ETF shall be made in respect of this allowance.

- iv. Subject to the provisions set out in clause 6(1) above, the Sri Lanka State Plantations Corporation covered and bound to pay the revised salaries in the month of March 2017.

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 Asst. Factory Officer	-Rs. 1,122/-+10% = Rs. 1234.00
Asst. Factory Officer	-Rs. 1,188/-+10% = Rs. 1307.00
Senior Asst. Factory Officer	-Rs. 1,386/-+10% = Rs. 1525.00
Factory Officer	-Rs. 1,518/-+10% = Rs. 1670.00
Factory Officer Special Grade	-Rs. 1,584/-+10% = Rs. 1742.00

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

## 12. 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 be overtime.
- ii. If required by his Employer, 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)

## 13. 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 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 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.

(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 and 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 persuasion of such employee. Such leave may not however be taken in continuation with casual leave.

#### 14. Holidays

Employees will be entitled to paid holidays on

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

#### 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 specified 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*.

#### 17. 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.

#### 18. 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-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 services 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 O/L/AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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 increments 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.
3. Revised annual increments shall be paid to all employees in employment from 1st March 2017.

## 21. 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 need 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 a 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.

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.

## 22. 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.

## 23. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Janatha Estates Development Board and the Ceylon Estate Staffs' Union will be formed. Such committee will meet once in three months to resolve any dispute that may arise as set out in clause 4 above as well as in relation to any violation of the provisions of this agreement, if required. However, in case of an urgent necessity a meeting will be held with two weeks' notice.

## 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 officer bearer of the Parent Union, as specified in sub clause (1) above, the JEDB 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, two Vice Presidents of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two Vice Presidents shall not exceed twelve days in any one year.
5. 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 jointly by these two office bearers shall not exceed twelve days in any one year.

## PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situation.

## 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	-	100 units.

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	-	170 units
Junior Staff	-	130 units.

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 liters kerosene per mensem to those employees resident on estate/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	- 1 1/2 Kgs

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 1 st June 2003.

### 4. 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. 75,000/- 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

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%

2. 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.

### 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 the Janatha Estates Development Board
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 26th day of April Two Thousand and Seventeen.

Keerthi Kotagama Chairman Janatha Estates Development Board	Dhammika Jayawardena President Ceylon Estate Staffs' Union
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Witnesses :

Tharik Omar Executive Director Janatha Estates Development Board	Nath Amarasinghe General Secretary Ceylon Estate Staffs' Union
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## SCHEDULE 1

### Technical Staff Salary Ranges

Junior Asst. Factory Officer	Rs. 23,650.00 - Rs 41,650.00 Annual Increment 450/-
Asst. Factory Officer	Rs. 24,100.00 - Rs 46,100.00 Annual Increment 550/-
Snr. Asst. Factory Officer	Rs. 24,600.00 - Rs 51,600.00 Annual Increment 675/-
Factory Officer	Rs. 25,850.00 - Rs 67,850.00 Annual Increment 1,050/-
Sp. Grade Factory Officer	Rs. 31,100.00 - Rs 85,100.00 Annual Increment 1350/-

07 - 47/2

### COLLECTIVE AGREEMENT - SUPERVISORY STAFF

This Collective Agreement entered into between the Janatha Estates Development Board having its registered Office at 55/75, Vauxhall Lane, Colombo 2 of the First Part, and the Ceylon Estate Staffs' Union of No. 06, Aloe Avenue, Colombo 3 of the Second Part, made and entered into on the twenty sixth day of April Two Thousand Seventeen witnesseth as follows :

#### 1. Title

This Agreement shall be known as the Plantation Supervisory Staff Collective Agreement.

#### 2. Employers covered and bound

This Agreement shall bind the management of the Janatha Estates Development Board, whose name is mentioned as first Part for an 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 Janatha Estates Development Board on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I 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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' 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 2016 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 2019.

### 6. General terms and conditions

- The revised terms and conditions relating to this Agreement shall only come into force on the 1st March 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date. Accordingly no arrears shall be due in respect of any payment whatsoever relating to such revised terms for the period 1st October 2016 up to 28th February 2017.
- Grading of employees covered shall be at the discretion of the Employer
- Upon completion of 10 years satisfactory service under the same employer, Junior Assistant Field Officers shall be re-designated as Assistant Field Officers.
- All Chief Clerks will be designated as Administrative Officers with effect from 01st March 2017.
- Employees who are presently designated as Administrative Officers will be re-designated as Special Grade Administrative Officers with effect from 01st March 2017.

## 7. Probation

On recruitment every employer shall service 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 unsatisfactorily 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 not 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 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

- Wherever, vacancies exist, all other factors being comparable, seniority shall be given preference. This Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- Where an employee acts in 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.
- 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 has last paid to the holder of such senior position, subject to a maximum of Rupees Two Thousand (Rs. 2,000/-) per mensem

- Overlooking period shall not exceeded 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

## 11. Salaries

- The salaries payable to the employees covered and bound by this agreement with effect from 1st March 2017 shall be as follows:
  - With effect from 1st March 2017, the salaries of all employees in employment as at the date of Signing of this Agreement shall be increased by 25% based on last drawn salary.
  - In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule I of this agreement.
  - In the case of field Officers/Storekeepers who are presently entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive his/her allowances at the rate of 12.5% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contribution to EPF and ETF shall be made in respect of this allowance.
  - Subject to the provisions set out in clause 6 (1) above, the Sri Lanka State Plantations Corporation covered and bound to pay the revised salaries in the month of March 2017.
- (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 being, and the revised allowance will be as follows.
 

Junior Asst.	- Rs. 1,122/-+10% = Rs. 1,234.00
Field Officer	
Asst.	- Rs. 1,188/-+10% = Rs. 1,307.00
Field Officer	
Field Officer	- Rs. 1,386/-+10% = Rs. 1,525.00
Field officer	- Rs. 1,518/-+10% = Rs. 1,670.00
Special Grade	
- (b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

## 12. 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 be overtime.
- ii. If required by his employer, 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 of Two Hundred and Forty (240) multiplied by one and a half (1 1/2)

## 13. 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 Head 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 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 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.
- (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.
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.

## 14. Holidays

Employees will be entitled to paid holidays on

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

## 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 specified 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*.

## 17. 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.
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1. An employee may be suspend 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
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In witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Twenty sixth day of April Two Thousand and Seventeen.

.....	.....
Keerthi Kotagama	Dhammika Jayawardena
Chairman	President
Janatha Estate	Ceylon Estate Staffs' Union
Development Board	

Witnesses

.....	.....
Tharik Omar	Nath Amarasinghe
Executive Director	General Secretary
Janatha Estate	Ceylon Estate Staffs' Union
Development Board	

#### SCHEDULE 1

Junior Asst.	- Rs. 23,650.00 - Rs. 41,650.00	
Field Officer	Annual Increment	450
Asst.	- Rs. 24,100.00 - Rs. 46,100.00	
Field Officer	Annual Increment	550
Field Officer	- Rs. 24,950.00 - Rs. 54,950.00	
	Annual Increment	750
Special Grade	- Rs. 28,900.00 - Rs. 82,900.00	
Field officer	Annual Increment	1350

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#### COLLECTIVE AGREEMENT - MEDICAL STAFF

This Collective Agreement entered into between the Janatha Estate Development Board having its registered office at 55/75, Vauxhall Lane, Colombo 2 of the First Part, and the Ceylon Estate Staffs' Union of No. 6, Aloe Aveune, Colombo 3 of the Second Part, made and entered into on the Twenty sixth day of April Thousand Seventeen witnesseth as follows :

#### 1. Title

This Agreement shall be known as the Plantations Medical Staff Collective Agreement.

#### 2. Employees covered and bound

This Agreement shall bind the management of the Janatha Estate Development Board, whose name is mentioned as first part for an 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 Janatha Estate Development Board on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I 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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' 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 2016 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 2019.

#### 6. General terms and conditions

- The revised terms and conditions relating to this Agreement shall only come into force on the 1st March 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date. Accordingly no arrears shall be due in respect of an payment whatsoever relating to such revised terms for the period 1st October 2016 up to 28th February 2017.
- Grading of employees covered shall be at the discretion of the Employer.

iii. The following rule of grading shall apply to the special grades.

- a. A pharmacist shall be a person who has successfully obtained an acceptable qualifications.
- b. A midwife (Grade 1) shall be a person with qualifications and training.
- iv. All Registered Practitioners (RMPs) Estate Medical Assistant (EMAs) and Assistant Medical Practitioners (AMPs) with over 20 years experience shall be placed on the Medical Practitioners Grade.
- v. 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 employer shall service 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 unsatisfactorily 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 not 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 shall 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 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 shall be paid an Acting Allowance of 50% of the difference between his salary and that which has 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 March 2017 shall be as follows:
  - i. With effect from 1st March 2017, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25% based on last drawn salary
  - ii. In the case of Welfare Officers/Store Keepers who are presently entitled an allowance on account of work as a Welfare Officer/Store Keeper, as the case may be, such employee shall continue to received his/her allowances at the rate of 12.5% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contribution to EPF and ETF shall be made in respect of this allowance.
  - iii. In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule I of this agreement.

iv. Subject to the provisions set out in clause 6 (1) above, the Sri Lanka State Plantations Corporation covered and bound to pay the revised salaries in the month of March 2017.

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 being, and the revised allowance will be as follows.

Child Development - Rs. 1,122/-+10% = Rs. 1,234/-  
Officers, Orderly  
and Ward Attendant  
Midwife (Grade II)  
Welfare Officer,  
Apprentice Pharmacist

Midwife (Grade I) - Rs. 1,188/-+10% = Rs. 1,306/-  
Medical Assistant - Rs. 1,386/-+10% = Rs. 1,525/-  
Estate Medical Practitioner - Rs. 1,518/-+10% = Rs. 1,670/-  
Medical Practitioner - Rs. 1,584/-+10% = Rs. 1,742/-

- (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 rise.

## 13. Calls at night or on off days

- i. With effect from the date hereof, an allowance of Rs. 175/- 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. 125/- in respect of calls to the hospital, dispensary and maternity ward between 6.00 p. m. and 6.00 a. m. in the case of a night call between 6.00 p. m. and 6.00 a. m. to the Hospital, Dispensary or Maternity Ward, dealing with childbirth, the allowance payable shall be Rs. 400/-
- 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. 175/- per call.
- iii. "Calls" shall mean physical visits

iv. An Estate Medical Practitioner of 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. 3,000/- per year.

## 14. Holidays

Employees will be entitled to paid holidays on

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

## 15. Leave

1. Employees shall be entitled to a maximum of 14 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 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.

(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.

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

## 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 specified 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.

## 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 suspend 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-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.

## 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 services 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 O/L/AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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 increments 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.
3. Revised annual increments shall be paid to all employees in employment from 1st March 2017.

## 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 need 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 casue' 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 a 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.
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 he 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 not 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. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Janatha Estate Development Board and the Ceylon Estate Staffs' Union will be formed. Such committee will meet once in three months to resolve any dispute that may arise as set out in clause 4 above as well as in relation to any violation of the provisions of this agreement, if required. However, in case of an urgent necessity a meeting will be held with two weeks' notice.

## 25. 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 officer bearer of the Parent Union, as specified in sub clause (1) above, the JEDB 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, two Vice President of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two Vice Presidents shall not exceed twelve days in any one year.
5. 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 jointly by these two office bearers shall not exceed twelve days in any one year.

## PART II

1. The Janatha Estate Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees is a situation amalgamation/sub leasing of estates/divisions/factories prior to such situation.

## 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	-	100 units.

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	-	170 units
Junior Staff	-	130 units.

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 liters kerosene per mensem to those employees (including future recruits) resident on estate/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	-	1 1/2 Kgs

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 dependents will be paid a sum of Rs. 75,000/- 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.

Witnesses :

Tharik Omar  
Executive Director  
Janatha Estate Development

Nath Amarasinghe  
General Secretariat  
Ceylon Estate Staffs' Union

## 5. Medical Aid Scheme

### SCHEDULE

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%
2. 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.

### Medical Staff Salary Ranges

Child Development Officer/ Orderly Ward Attendant	Rs. 22,750.00-Rs. 40,750.00 Annual Increment	450
Apprentice Pharmacist/ Midwife Grade 1 & 2 Welfare Officer	Rs. 23,400.00-Rs. 42,400.00 Annual Increment	475
Pharmacist/ Junior Estate Medical Assistant	Rs. 24,600.00-Rs. 51,600.00 Annual Increment	675
Estate Medical Practitioner	Rs. 25,850.00-Rs. 67,850.00 Annual Increment	1,050
Medical Practitioner	Rs. 31,100.00-Rs. 85,100.00 Annual Increment	1,350
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### 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 the Janatha Estates Development Board
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

### COLLECTIVE AGREEMENT - MAINTENANCE SUPERVISORY STAFF

In witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Twentysixth day of April Two Thousand Seventeen.

Keerthi Kotagama  
Chairman  
Janatha Estate Development Board

Dhammika Jayawardena  
President  
Ceylon Estate Staffs' Union

This Collective Agreement entered into between the Janatha Estates Development Board having its registered office of No. 55/75, Vauxhall Lane, Colombo 3 of the Second Part, made and entered into on the Twenty sixth day of April Two Thousand Seventeen witnesseth as follows :

### 1. Title

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

## 2. Employees covered and bound

This Agreement shall bind the management of the Janatha Estates Development Board, whose name is mentioned as first part for an 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 Janatha Estates Development Board on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I 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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' 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 2016 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 2019.

## 6. General terms and conditions

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st March 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date. Accordingly no arrears shall be due in respect of any payment whatsoever relating to such revised terms for the period 1st October 2016 up to 28th February 2017.
- ii. Grading of employees covered shall be at the discretion of the Employer

## 7. Probation

On recruitment every employer shall service 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 unsatisfactorily 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 not 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

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st March 2017 shall be as follows:
  - i. With effect from 1st March 2017, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25% based on last drawn salary.
  - ii. In terms of the above salary revision, the salary scales applicable will accordingly be revised as per schedule I of this agreement.
  - iii. Subject to the provisions set out in clause 6 (1) above, the Janatha Estates Development Board covered and bound to pay the revised salaries in the month of March 2017.

## 10. Hours of Work and Overtime

The decisions of the relevant Wages Board shall apply.

## 11. Leave

1. Employees presently enjoying 14 days Annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant Wages Board Decisions applicable to them.

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 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 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.

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

## 12. Gratuity

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

## 13. Age of Retirement

- i. Unless the letter of appointment specified 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 notwithstanding the fact that notice has not been given or payment made in *lieu*.

## 14. 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.

## 15. Suspension pending disciplinary inquiries

1. An employee may be suspend 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-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.

## 16. 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 services 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. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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.
3. An employee is entitled to be furnished with a 'show casue' 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.

### 17. 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.
3. Revised annual increments shall be paid to all employees in employment from 1st March 2017.
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 a 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.

### 18. 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 need 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.
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.

## 19. 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.

## 20. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Janatha Estates Development Board and the Ceylon Estate Staffs' Union will be formed. Such committee will meet once in three months to resolve any dispute that may arise as set out in clause 4 above as well as in relation to any violation of the provisions of this agreement, if required. However, in case of an urgent necessity a meeting will be held with two weeks' notice.

## 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 officer bearer of the Parent Union, as specified in sub clause (1) above, the JEDB 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, two Vice President of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two Vice Presidents shall not exceed twelve days in any one year.

5. 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 jointly by these two office bearers shall not exceed twelve days in any one year.

## PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation amalgamation/sub leasing of estates/divisions/factories prior to such situation.

## 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	-	100 units.

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	-	170 units
Junior Staff	-	130 units.

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 liters kerosene per mensem to those employees resident on estate/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	-	1 ½ Kgs

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 dependents will be paid a sum of Rs. 75,000/- 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.

#### 5. Medical Aid Scheme

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%
2. 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.

#### 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 the Janatha Estates Development Board
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

#### SCHEDULE 1

#### Maintenance & Support Staff Salary Ranges

Lorry/ Tractor Driver/ Electrician/ Mechanic/ Motor Mechanic	- Rs. 22,950.00/- Rs. 40,950.00 Annual Increment	450
Black Smith/ Carpenter/ Driver/ Mechanic/ Engine Driver/ Welder/Car Drive etc	- Rs. 22,800.00/- Rs. 40,800.00 Annual Increment	450

In witness whereof the parties aforesaid have hereunto set their hand at Colombo on this 26th day of April Two Thousand and Seventeen.

..... Keerthi Kotagama Chairman Janatha Estate Development Board	..... Dhammika Jayawardena President Ceylon Estate Staffs' Union
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#### Witnesses

..... Tharik Omar Executive Director Janatha Estate Development Board	..... Nath Amarasinghe General Secretary Ceylon Estate Staffs' Union
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