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අති විශේෂ EXTRAORDINARY

අංක 1651/12 – 2010 අප්‍රේල් 29 වැනි බ්‍රහස්පතින්දා – 2010.04.29

No. 1651/12 – THURSDAY, APRIL 29, 2010

( Published by Authority )

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No.: CI/41.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Commercial Bank of Ceylon PLC, No. 21, Bristol Street, Colombo 01 of the one part and Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 31st March, 2009 regarding the Junior Executive Assistants and Allied Grades is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
23rd February, 2010.

#### Collective Agreement No. 28 of 2010

##### COMMERCIAL BANK OF CEYLON PLC JUNIOR EXECUTIVE ASSISTANTS AND ALLIED GRADES COLLECTIVE AGREEMENT

This Collective Agreement made on this 31st day of March, 2009, between Commercial Bank of Ceylon PLC, a Bank duly registered in Sri Lanka and having its registered office at 21, Bristol Street. Colombo 01. (hereinafter referred to as 'the Bank'), of the One Part

AND

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered Office at 20, Temple Road, Colombo 10, (hereinafter referred to as 'the Union') of the Other Part.

With a view to a revision of the terms and conditions of the Junior Executive Assistants and Allied Grades employed by the Bank an agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining an efficient and productive working environment and the matters agreed upon are set out hereunder ;

1. ***Parties to be Covered and Bound.*** - This Agreement shall cover and bind Commercial Bank of Ceylon PLC (the Bank), The Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the Bank in the grade of Junior Executive Assistants for whom salary ranges have been prescribed in this agreement in the First Schedules hereto (hereinafter referred to as the employees). subject to the provisions of clauses 5, 6 hereof.

2. ***Date of Operation and Duration.*** - This Agreement shall be in force the 1st January 2009 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st December 2011. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st April 2011.

3. ***Earlier Agreements.*** - This Agreement shall supersede any other Collective Agreement entered into or binding on either party hereto and such earlier Agreements including the Commercial Bank of Ceylon PLC Collective Agreement for Junior Executive Assistants entered into on 31st March 2006 between the parties hereto (Agreement No. 9 of 2006) shall stand repudiated.

4. ***Matters Covered and Bound.*** -

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement except to the extent agreed.
- (b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. ***Consolidated Salary.*** - Employees covered by this Agreement and in service as at the date of this Agreement shall, from the 1st January 2009 be placed within the salary ranges set out in the First Schedule hereto, subject to the applicability or otherwise of a pension to an employee in the manner set out in clause 6 (i) and (ii) hereof.

The employees entitled to a salary revision with effect from the date of this Agreement will receive such revision with effect from 1st January 2009 along with EPF and ETF payments. No other consequential benefits on such revision will be applicable for the period 1st January 2009 to 31st March 2009. Similarly, it is also agreed that all revision of allowances under this Agreement will be effective from 1st April 2009.

6. ***Immediate Increase and Conversion Salaries.*** - The minimum salary of all employees in this category will be placed at Rs. 28,000/= per mensem with effect from 1st January 2009.

The minimum salary of all employees who come to this category from 1st January 2010 will be placed at Rs. 30,000/= per mensem.

For the placement of an employee within the salary ranges applicable in the First Schedule, the following provisions shall apply.

- (i) A sum equal to 17% of the gross salary paid to an employee as at December 2008 or as adjusted in accordance with the first paragraph above shall be added to the salary of an employee with effect from 1st January 2009.
- (ii) In addition, all employees covered under this Agreement will be entitled to a service increment as follows.

No. of completed years as at 01/ 01/ 2009 in the Junior Executive Assistant Grade	Amount (Rs.)
1 Year	400/=
2 Years	900/=
3 Years	1,900/=
4 Years	2,900/=
5 Years and above	3,900/=

- (iii) Every employee in employment as at the date of this Agreement shall also receive a further 5% increase calculated on the gross salary as at December 2008 or as adjusted in accordance with the first paragraph above, with effect from the 1st January 2010, and thereafter placed within the salary ranges applicable to him as set out in the First Schedule.

- (iv) Every employee in employment in a grade covered by this Agreement and having served in such grade for a period of not less than twelve (12) completed months shall also receive a further 5% increase calculated on the gross salary as at December 2008 or as

adjusted in accordance with the first paragraph above, with effect from the 1st January 2011, and thereafter placed within the salary ranges applicable to him as set out in the First Schedule.

- (v) Employees will not be entitled to receive any payments by way of a cost of living allowance.
- (vi) In the case of employees who join the Bank after the effective date of this Agreement will only be entitled to a revision of salary upon confirmation in service and having completed 12 months service. The increase of salary would be Rs. 1400/-

#### 7. Allowances

- (a) TRAVELLING ALLOWANCE .- Each employee shall be entitled to receive a travelling allowance of Rs 1500/- per mensem.
- (b) HOLIDAY ALLOWANCE.- Each employee shall be entitled to receive a travelling allowance of Rs 15,000/- on account of expenses incurred on a holiday during not less than ten consecutive days of annual leave taken in any year.
- (c) DISTURBANCE ALLOWANCE.- An employee who will be required to report to work at the following times will be entitled to a Disturbance Allowance at the rate of Rs. 160/= per hour.

Before 6.00 a.m. Rs. 400 / =

Before 7.00 a.m. Rs. 240 / =

Before 7.30 a.m. Rs. 160 / =

This payment will be effective from 1st April 2009.

#### 8. Increments / Incremental Date .-

- (a) The annual increments due to an employee will be determined in terms of the relevant grading in the annual performance appraisal applicable to such employees and the increment granted shall be as follows ;
  - (i) Satisfactory performance - Rs.315/-
  - (ii) Good performance - Rs. 395/-
  - (iii) Superior performance - Rs. 470/-
  - (iv) Outstanding performance - Rs. 550/-

The increment of Rs. 315/- will be granted unless it is otherwise withheld on account of disciplinary reasons.

- (b) The effective dates of annual increments of employees subject to the period during which their annual increment falls due will be as follows ;
  - (i) 1st January
  - (ii) 1st April
  - (iii) 1st July
  - (iv) 1st October

#### 9. Career Progression Scheme for Secretarial Assistants.-

##### 1. Promotion from Grade I to Grade II

- (a) A Secretarial Assistant who completes 7 years in Secretarial Assistant Grade I or a combination of 7 years as a Stenographer and Secretarial Assistant , provided she has a minimum of 4 years experience as a Secretarial Assistant, shall be promoted to Grade II after an application made by the employee. However, that promotion to Grade II will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality, or
- (b) Employees who sit and successfully pass the examination of the Academy for administrative Professionals or the Internal Efficiency bar/ aptitude test will be considered for placement of Grade II, subject to the conditions referred to at i) and ii) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration.
  - (i) on successful completion of the Certificate Course in Secretarial Administrative Practice conducted by the Academy for Administrative Professionals or passes the Efficiency Bar/ Aptitude Test set by the Bank plus five completed years of service in the Secretarial Assistant grade I, or

- (ii) on successful completion of the part II of the Examination of the Diploma in Secretarial Administrative Practice Stage II conducted by the Academy for Administrative Professionals plus four completed years of service in the Secretarial Assistant grade I.
- (c) On promotion to Grade II an employee shall receive not less than the value of two increments in Grade I entitled for "Satisfactory" rating when placed in Grade II.
- 2. *Promotion from Grade II to III. -*  
The following principles shall apply to the promotion of a Secretarial Assistant from Grade II to III after an application made by the employee. However, that promotion to Grade II will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
  - (a) Any Secretarial Assistant who shall have completed seven years in Grade II shall be placed on Grade III or,
  - (b) on successful completion of the Certificate Course in Secretarial Administrative Practice Stage I conducted by the Academy for Administrative Professionals or passes the Efficiency Bar/ Aptitude Test set by the Bank plus five completed years of service in the Secretarial Assistant grade II, or
  - (c) on successful completion of the Diploma in Secretarial Administrative Practice Stage II conducted by the Academy for Administrative Professionals plus four complete years of service in the Secretarial Assistant grade II.
  - (d) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments in Grade II, entitled for "Satisfactory" rating.
- 3. *Promotion from Grade III to IV. -*  
The following principles shall apply to the promotion of a Secretarial Assistant from Grade III to IV after an application made by the employee. However, that promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
  - (a) Any Secretarial Assistant who shall have completed seven years in Grade III shall be placed on Grade IV or,
  - (b) On successful completion of the Diploma in Secretarial Administrative Practice Stage II conducted by the Academy for Administrative Professionals plus four complete years of service in the Secretarial Assistant grade III or.
  - (c) On successful completion of the Certificate Course in Secretarial Administrative conducted by the Academy for Administrative Professionals or passes the Efficiency Bar/ Aptitude Test set by the Bank. Plus five years of services in grade III.
  - (d) On promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two increments in Grade III, entitled for "Satisfactory" rating.

#### 10. *Provident Fund.-*

- (a) **RATE OF CONTRIBUTION. -** The rates of contribution to the Provident Fund by the Bank shall be :

Bank's contribution	- 12% (twelve per cent) of salary
Employee's contribution	- 8% (eight per cent) of salary

Provident Fund contribution shall be on the consolidated salary referred to at Clause 5 hereof subject to the Rules of he Provident Fund.

- (b) **INTEREST ON PROVIDENT FUND CONTRIBUTIONS HELD BY THE BANKS.-** Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid of 12 months' fixed deposits for a sum of Rs. 100,000/= published in the N.S.B prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.
- (c) **DEFICIENCY IN BANK'S CONTRIBUTIONS TO PROVIDENT FUND TO AN EMPLOYEE NOT ENTITLED TO A PENSION .-** Where an employee shall cease to be employed by the Bank and such employee is not entitled to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employee's Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Bank up to 31st March 1992.

From 1.1.71 to 31.12.80	- 9% of gross salary
From 1.1.81 onwards	- 12% of gross salary

Prior to 31.12.70 the employer's minimum rate of contribution was 6% of total earnings (gross salary), which was less than 10% of basic salary, and therefore no deficiency arises.

# 11. *Terminal Benefits*

- (a) **PENSIONS.**— An employee entitled to a pension in expressed terms of his/ her letter of appointment to the position of junior Executive Assistant with the Bank, shall, upon reaching the retirement age of the Bank and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/ leave without pay), be entitled to a monthly pension computed on the following basis :

- (i) Employees opting to retire at 55 years

Number of completed years of pensionable service (subject to a maximum of 35 years) plus 5 years	×	Monthly Gross salary payable for the month of Retirement
55		

- (ii) Employees opting to retire at 60 years

Number of completed years of pensionable service (subject to a maximum of 40 years) plus 5 years	×	Monthly Gross salary payable for the month of Retirement
60		

- (b) **PREMATURE RETIREMENT ON MEDICAL GROUNDS / DISABILITY.**— An employee entitled to apension in expressed terms of his letter of appointment to the position of Junior Executive Assistant with the Bank and who is found to be unable to continue to perform his duties as a result of infirmity/ disability, as certified by the Banks Doctor/ Medical Specialist/ Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/ leave without pay) shall be entitled to a pension computed on the same basis referred to at clause 10 (a) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or An Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre - acceptance of pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

- (c) **LUMP SUM GRATUITY IN LIEU OF PENSION RIGHTS.**— An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising there from. The payment will be computed on the following basis :

- (i) Employees opting to retire at 55 years

Number of completed years of pensionable service (subject to a maximum of 35 years) plus 5 years	×	Monthly Gross salary payable for the month of Retirement
55		

- (ii) Employees opting to retire at 60 years

Number of completed years of pensionable service (subject to a maximum of 40 years) plus 5 years	×	Monthly Gross salary payable for the month of Retirement
60		

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency, if any, in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 11.

- (d) **DEATH GRATUITY** .- On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two Months gross salary for each year of completed service subject to a minimum of nine month's gross salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee. The gross salary for this purpose shall be the last drawn salary.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

- (e) **GRATUITY ON RESIGNATION/ TERMINATION PRIOR TO RETIREMENT.**- An employee shall, upon resignation/ termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses (a), (b), (c) and (d) be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5.

- (f) Completed years of actual service shall include only actual continuous service worked excluding absence/ leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.

- (g) **COMMUTED PENSION.**-

(i) An employee entitled to a pension in terms of (a) and (b) above, may at the time of retirement exercise the option to accept a sum of 25% of his monthly pension multiplied by one hundred and twenty (120) by way of a lump sum.

(ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

- (h) **ALTERNATE TERMINAL BENEFIT PLAN.**-

(i) An employee who opted for the Alternate Terminal Benefit Plan under the Re-structured Pension Scheme offered by the Bank will not be entitled to a monthly pension on reaching the agreed retirement age nor will such employee be entitled to any statutory gratuity which is built-in to the terminal benefits lump-sum payable under the re-structured scheme at the time of retirement/separation.

(ii) Further, as per the Re-structured Pension Scheme, in the event of early separation prior to retirement (excluding death) an employee will be entitled to withdraw the accumulated amount in the Defined Contribution Fund Account, subject to rules of the Fund on forfeiture.

(iii) However, in the event of death of an eligible employee whilst in service, the full accumulation will be released to the nominated party/parties or legal heirs.

## 12. **Medical Scheme**

- (i) **REIMBURSEMENT OF MEDICAL EXPENSES FOR NON-HOSPITALISATION EXPENSES.**- The Bank will reimburse an employee up to a maximum of Rs. 13, 500/= in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 in respect of routine non-hospitalisation/ non - surgical and specialist treatment, and subject to the following :

(a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts.

(b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner.

(c) The unutilised portion of the allocation for the year could be utilised during a period of three years subject to valid bills being submitted as aforesaid.

An employee who has a differently abled child/children is entitled to receive Rs. 25.000/= per annum as medical expenses in addition to the amount specified above, subject to the recommendation of the Medical Board and registration with the Compensation and Benefits Unit of the Bank.

- (ii) **SPECIAL NON - HOSPITALISATION AND NON - SURGICAL EXPENSES.** - The Bank will reimburse an employee on a non - cumulative basis a further sum as given below per annum on account of special non - hospitalisation and non - surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members in keeping with existing practice.

- |   |                |
|---|----------------|
| (a) Spectacles                            | - Rs. 10,000/- |
| (b) Dentures/ Nerve Filling/ Roof Filling | - Rs. 6,000/-  |
| (c) Hearing Aids                          | - Rs. 10,000/- |

Subject to valid documentation as in the case of (i) above and subject to the provisions that no claim is made in relation to any particular item more than once in three years other than in the case of employees over the age of 50 years who will be entitled to reimbursements on account of spectacles once in two years. In respect of spectacles, it must be supported by a prescription from a medical eye specialist.

- (iii) **SURGICAL AND HOSPITALISATION EXPENDITURE** - Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, spouse and unmarried legitimate children under 18 years of age subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum :

- |                                       |               |
|---------------------------------------|---------------|
| (a) Hospital or Nursing Room Charges: |               |
| Daily Limit                           | - Rs. 3,500/- |
| Government Hospital Allowance         | - Rs. 850/-   |

The Bank will reimburse the actual room charges in the event the patient has undergone intensive care treatment.

- |   |                 |
|---|-----------------|
| (b) Emergency Treatment Travel expenses (maximum) - | Rs. 2,000/-     |
| The rate is Rs. 30/- per kilometer                  |                 |
| (c) Overall Limit for any one event                 | - Rs. 110,000/- |
| (d) Overall limit for any one year                  | - Rs. 125,000/- |

Where the employee is aged 40 years or above, expenses he/she incurs on account of full medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 10,000/- per annum under this entitlement.

- (iv) **GENERAL** -

If both spouses are employed in the Bank, only one claim shall be entertained.

Normal child birth will be included for reimbursement under medical expenses subject to the above limits up to 2 births.

The Second Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

**13. Retirement.**

- (a) The age of retirement shall be 60 years, or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 60, or any other age mutually agreed upon, an employee shall *ipso facto* retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired within a period of 05 years prior to his retirement age and be eligible for retirement benefits if he has 10 or more years of service, subject to mutual agreement between the employee, Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

14. **Bonus.** - Without prejudice to the claim of the Bank that bonus payments are *ex-gratia*, the Bank will each year pay to every employee covered by this Agreement a bonus of two months' salary as drawn by such employee for the month of December in respect of one complete year of service meaning January to December and proportionately for service less than one year at the rate of one-twelfth of such entitlement in respect of each complete month of service.

15. **Probation.** - Every employee recruited by the Bank will serve a period of six months probation subject to the right of the Bank to extend the period of probation by a period of three months.

**16. Release of Parent Union Office Bearers.-**

An office bearer of the Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

- (a) The total number of Office Bearers so released shall not exceed one
- (b) No employee shall be released for more than two years on a single occasion during a period of six years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the of his absence from work and such absence shall not affect his rights under Clause 10 hereof.

**17. Concessions to Branch Union Office Bearers and General Councillors.-**

- (a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements - exclusively on matters pertaining to the Bank.
- (b) It is agreed that General Council Members of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to General Councillors to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.
- (e) it is agreed that the Bank will release without loss of pay up to a maximum of one day, once in two years, all employees in the membership of the Central Committee of the Union and the union Branch Delegates in the Bank, to attend the National Delegates Conference of the Union provided however, that the Bank is given two weeks written notice of the Conference and not more than one employee attached to any single branch/ department of the Bank is so released.

**18. Special Leave to Visit Outstation Branches.-** The Bank shall permit office bearers of the Union employed by the Bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, i.e., if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo.

**19. Special Payments.-****(a) Out of pocket allowance.-**

An employee required to work outside normal working hours on a weekday will be entitled to an Out of Pocket Allowance of Rs. 125/= per each completed hour up to a maximum of 4 hours.

Provided however, if the employee works only for one completed hour, he/ she will be entitled to a sum of Rs. 160/= for that hour of work.

An employee, working on a weekday after 8.30 pm shall be entitled to Rs. 275/= for his 4th hour of work. Accordingly, such person will be entitled to a total of Rs. 650/= as shown below:

$$\text{i.e. } (125 \times 3) + (125 \times 2.2) = \text{Rs. } 650/=$$

No employee shall be entitled to a separate Dinner Allowance on account of him/ her being at work after 8.30 pm.

**(b) Work on holidays**

An employee will be entitled to an Out of Pocket Allowance of Rs. 150/= per hour during work on holidays, provided such employee has completed a minimum of 3 hours of work. This entitlement is available up to a maximum of 10 hours.

No employee will be entitled to a separate Meal/ Dinner Allowance for work on holidays.

**Minicom Centers/ Saturday Banking/ 365 Days Banking**

An employee will be entitled to an Out of Pocket Allowance of Rs. 210/= per hour during work on holidays, provided such employee has completed a minimum of 3 hours of work. This entitlement is available up to a maximum of 10 hours.

No employee will be entitled to a separate Meal/ Dinner Allowance for work on weekends/ holidays.



(c) *IT staff Shift allowance*  
Weekdays (additional shift)

An employee having to work additional hours on weekdays will be entitled to a Shift Allowance of Rs. 190/= per hour provided such employee completes a minimum of 4 additional hours.

The calculation for the first 4 hours under this entitlement will be as follows -

$$(190 \times 3) + (190 \times 2.2) = \text{Rs. } 990/=$$

Every 4 hours thereafter will be -

$$190 \times 4 = \text{Rs. } 760/=$$

No other allowance will be applicable in addition to the above payment.

**Holidays (day shift)**

An employee having to work on holidays will be entitled to a Shift Allowance of Rs. 165/= per hour provided such employee completes a minimum of 4 hours.

Provided however, that in the event the employee already receives a higher amount for such work, the said amount will remain unchanged

No other allowance will be applicable in addition to the above payment.

**Holidays (night shift)**

An employee will be entitled to a Shift Allowance of Rs. 210/= per hour during night work on holidays, provided such employee has completed a minimum of 4 hours.

Provided however, that in the event the employee already receives a higher amount for such work, the said amount will remain unchanged

**BIA Counter (combined)**

Employees working at the BIA Counter are entitled to an allowance (inclusive of traveling), at the rate of Rs. 125/= per hour subject to a maximum of 16 hours.

Any employee working at the BIA Counter who is required to work during nights, will be entitled to a Night Shift Allowance of Rs. 275/= per night in addition to the above.

**BIA Counter (only if the shift falls on a statutory holiday)**

An employee working at the BIA Counter will be entitled to a Shift Allowance of Rs. 150/= per hour, provided such employee has completed a minimum of 3 hours of work. this entitlement is available up to a maximum of 10 hours.

A day's pay will not be granted in addition to the above payments.

**20. Professional Association Membership**

- (i) In respect of full membership in the Institute of Bankers of Sri Lanka or the Indian Institute of Banking & Finance, the Bank will reimburse the employee the sum paid by way of annual subscription.
- (ii) Provided also, in the event of the Bank requiring an employee to obtain any qualifications of a recognised professional organization and the employee fulfils such requirement, the Bank shall pay the annual subscription as relevant on behalf of such employee to such professional organization.

**21. Leave.-** An employee will be entitled to leave as applicable to the Executive staff of the Bank. i.e. 7 days of Casual Leave, 24 days of Medical Leave and one calendar month (30 days) of Annual Leave, subject to the procedure of granting of the said leave.

(a) **ANNUAL LEAVE**

- (i) **ENTITLEMENT.-** In respect of each year of employment (which means the period January to December) during which and employee has been in continuous employment he shall be entitled to take in the following year up to one calendar month of paid leave. He shall avail himself of at least 10 days out of the calendar month on successive days and shall in respect of each year avail himself of not less than 14 days out of the said calendar month.

- (ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows :
  - (a) The full annual holiday of one calendar month if his employment commenced on or after 1st January but before 1st April.
  - (b) A holiday of 21 calendar days if his employment commenced on or after 1st April but before 1st July.
  - (c) A holiday of 15 calendar days if his employment commenced on or after 1st July but before 1st October, and
  - (d) A holiday of 08 calendar days if his employment commenced on or after 1st October.
- (iii) AVAILMENT.–  
The Availment of all Annual leave shall be by prior authorization of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.
- (iv) ACCUMULATION.–  
Annual leave may be accumulated by an employee at the rate of 10 days per annum exclusively for purposes referred hereunder up to a maximum period of 90 days:
  - (a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank.
  - (b) For the purpose of attending on a family member who is seriously ill.
  - (c) For travel abroad for which purpose one month's prior notice shall be given.
  - (d) For marriage of the employee
  - (e) On account of the death of a family member provided that the employee has exhausted his current year's leave.
  - (f) For purpose of nursing third and fourth children beyond the Maternity Leave entitlement.
  - (g) Prolonged illness of the employee
- (v) Any annual leave not utilized by an employee up to a maximum of 10 days per year in excess of the number of 90 days accumulated as provided herein may be encashed by the employee on request at an amount equal to one day's salary per each day unavailed of.
- (vi) Provided that in the case of (iv)(b) to (f) the approval of such leave shall be at the discretion of the Management.
- (vii) Family member for purpose of (b) and (e) above shall mean spouse, children or parents
- (b) **MEDICAL LEAVE.–**
  - (i) ENTITLEMENT .–  
An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.
  - (ii) The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.
    - (a) Where such period of absence exceeds two consecutive days including weekly or other holidays, or
    - (b) Where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year.
  - (iii) ACCUMULATION .–  
An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions ;
    - (a) In no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed ninety (90) days, and
    - (b) The accumulated medical leave may only be availed of on account of prolonged illness, hospitalization or similar circumstances, supported by a Certificate from a Registered Medical Practitioner,
    - (c) Where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalizations, the employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.

- (iv) The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and / or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances :
- (a) Where the Bank has reasonable cause to suspect the *bona fides* of the application and / or reason for absence of an employee, or
- (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the *bona fides* of the application and/or reason for absence of the employee.
- (c) CASUAL LEAVE.- An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment where of **not** more than two (2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

**22. Suspension. -**

- (i) Where an employee is suspended pending a disciplinary inquiry on investigations, such employee will, subject to the provisions of Sub-clauses (ii) and (iii) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.
- (ii) Where the suspension is on account of charges involving financial dishonesty such a fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

**23. Disciplinary Procedure. -** Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply ;

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable, the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub - clause (k) (iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.

- (f) The Bank will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the Defending Employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The Defending Employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The inquiring Officer will be entitled to require a Defending Employee or Observer who obstructs the inquiry to withdraw therefrom and the Defending Employee or Observer shall forthwith comply with such requirement. The absence of a Defending Employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the inquiring Officer may ask him.
- (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the inquiring Officer.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
- (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances :
- (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.
  - (ii) where the employee makes a written admission of the charges against him.
  - (iii) where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Employer thereafter to hold an inquiry, in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/ or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
- (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine ; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
  - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.

**24. Technology.-**

- (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) The Bank will furnish the Union on request information relating to new computer hardware to be introduced by the Bank, i.e., published manufacturer's specifications relating to equipment. The Bank will be under no obligation to provide information relating to software.
- (iii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement and subject to sub-clause (ii) above.
- (iv) Notwithstanding the provisions of (iii) above, the Union will not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/ dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.
- (v) It is agreed that any matter raised by the Union relating to the adverse effects of the use of computers shall be referred to the Monitoring Committee set up under the Collective Agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank concerned to implement such changes.

**25. Trade Union Action.-**

- (a) MATTERS RELATED AND COVERED IN THE AGREEMENT :  
The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.
- (b) MATTERS NOT RELATED AND NOT COVERED IN THIS AGREEMENT :  
The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until -
  - (i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
  - (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and/ or the Employers' Federation of Ceylon.
  - (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action.

Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner of Labour.

**26. Union Check-off Facilities.-** During the continuance in force of this Agreement and provided the Union has not less than forty (40) per cent membership among the employees covered by this Agreement the Bank shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the Union violating any of the provisions of this Collective Agreement in relation to the Bank.

**27. Implementation and Interpretation of this Agreement.-** (i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.

- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

28. **Consequences of Termination of Agreement.** - On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/ or its members shall ipso facto cease.

29. **Definitions.** - In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings.

Bank	Commercial Bank of Ceylon PLC.
Employee	an employee covered and bound by this Agreement.
Employer	Commercial Bank of Ceylon PLC.
Parent Union/Union	The Ceylon Bank Employees' Union
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Commercial Bank of Ceylon PLC.
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between the Bank and the Branch Union of the Ceylon Bank Employees' Union at such respective Bank.
Salary	Shall mean the consolidated salary as defined in Clause 5.

Words importing the masculine gender shall include the feminine  
words importing the singular number shall include the plural and vice versa.

#### SCHEDULE I

#### JUNIOR EXECUTIVE ASSISTANTS SALARY RANGES

- (a) Pensionable Category
- |                         |                         |
|-------------------------|-------------------------|
| Rs. 26,000/- per mensem | Rs. 52,000/= per mensem |
|-------------------------|-------------------------|
- (b) Non Pensionable Category
- |                         |                         |
|-------------------------|-------------------------|
| Rs. 28,000/- per mensem | Rs. 56,000/= per mensem |
|-------------------------|-------------------------|

Annual increments in accordance with Clause 8 of the Collective Agreement.

#### SECOND SCHEDULE

- The benefits of the Scheme will accrue to the employee but will cover those persons specified in clause 18 (iii) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this scheme.

No reimbursements will be made in respect of members of the family who have not been enrolled.

- Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital. Provided however, where the employee is aged 40 years or above expenses he/ she incurs on account of full medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 10,000/= per annum.
- The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.

4. The Bank will be entitled to take out Insurance Policies covering reimbursements under this scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/ Insurers in a proper form and timely manner to enable to the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this scheme.
5. Employees shall uphold the principle of *uberima fides* when making declarations and submitting claims under this scheme and any deviation would disqualify the employee from receiving any benefit under this scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set out in this agreement.
6. (a) The Bank will circulate by internal circular published from time to time a list of Hospitals/ Nursing Homes, expenses incurred at which, will be eligible for reimbursement under the scheme. Additions and / or deletions to this list will also be made by internal circular.
- (b) If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution(s) and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.
7. *Exclusions* .– The scheme shall not cover benefits / expenses :
  - (a) Occasioned by or happening through,
    - (i) The participation by employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence Force, Police, Security Force, Home Guard etc.
    - (ii) Attempted suicide, Alcoholism, or any self inflicted injury/sickness.
    - (iii) Normal child birth or pregnancy subject to clause 18 (iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/ Hospital, will be on the employee who makes the claim.
    - (iv) Earthquake, Volcanic Eruption or Tidal Wave
  - (b) Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.
  - (c) In respect of Eye Tests or Dental Treatment.
  - (d) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
8. The benefits under this scheme shall not be cumulative and the words "any one Year" in clause 18 (iii) of the Agreement shall be deemed to be the period 1 st January to 31 st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
9. In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in clause 18 (iii) of the Agreement.

### THIRD SCHEDULE

The parties agree to the following conditions in relation to the introduction of new Computed Based Banking Technology by the Bank covered and bound by this Agreement.

1. Wherever practical, the Bank will endeavour to ensure that jobs are designed to include a mix or VDU/ non VDU tasks which seek to provide variation in visual and mental demands upon the operator.
2. The workload of operators of VDUs will be regularly reviewed by Management for the purpose of ensuring proper safety and effectiveness of the operations.
3. The Banks agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.
4. (a) In selecting VDUs, the Bank will attempt to obtain equipment, which will ensure the following :
  - (i) Screens that give clear stable images.
  - (ii) Proper sitting of keyboards so as to ensure the reduction of stress and improved maneuverability.
  - (iii) Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.
- (b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.
- (c) The Bank will pay attention to the proper positioning of screens, keyboards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees.
- (d) The Bank will endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.
- (e) Employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.
- (f) Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted, at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary, will be borne by the Bank on the following basis.
  - (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
  - (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the scheme, the Bank will bear such additional cost as well.
5. Accepting the fact that continuous work at a terminal by a Data Entry Operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
6. The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.
7. The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options:
  - (a) The aforementioned excess employees may be transferred to other sections / Departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment, which the Bank would under normal circumstances be entitled to effect.



- (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the Bank consider it necessary.
- (c) The Banks will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this schedule.
8. For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employers on terms mutually agreed upon.

IN WITNESS hereof the said parties have set their hands hereunto on this 31st day of March 2009..

## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Sri Lanka State Plantation Corporation, No. 28, Mudalige Mawatha, Colombo 01 of the one part and the Ceylon Estates Staff's Union No. 6, Aloe Avenue, Colombo 03 of the other part on the 05th May 2009 regarding the plantations Supervisory Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,  
Commissioner - General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
31st March, 2010.

### Collective Agreement No. 12 of 2010

#### Collective Agreement - Supervisory

This Collective Agreement entered into between the Sri Lanka State Plantation Corporation, having its registered office at No. 28, Mudalige Mawatha, Colombo 01 of the first part and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3 of Second Part, made and entered into on the Fifth day of May, 2009, witnesseth as follows:

1. **Title.**– This Agreement shall be known as the Plantations Medical Staff Collective Agreement.
2. **Employers Covered and Bound.**– This Agreement shall bind the management of the Sri Lanka State Plantations Corporation, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Union and Employees Covered and Bound.**– This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by Sri Lanka State Plantations Corporation on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereof.
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 these being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.**– Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Dispute Act, subject to the condition that no party shall give notice to the other before 30th September, 2013.
6. **General Terms and Conditions.**–
  - (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement –
  - (ii) Grading of employees covered shall be at the discretion of the Employer.
  - (iii) Upon completion of 10 years satisfactory service under the same employer, Junior Assistant Field Officer shall be re-designated as assistant Field 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, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefor.

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

9. **Attendance at work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions.**—

- (i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1500/=) per mensem.
- (iv) Where the acting period, other than in overlooking positions, continue for 6 Months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries**

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2008 shall be as follows :
  - (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500/- Provided, however, in respect of the period October 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc) and a sum of Rs. 17,500/- will be paid to all employees covered and bound by this Agreement who is in employment as at date of signing of this Agreement and who has also been in service on the 30th September 2008, on the following basis.
    - a. An initial payment of Rs. 2500/- will be paid before the Weask Festival in May 2009.
    - b. Second installment of Rs. 5000/- will be paid along with July 2009 salaries.
    - c. Third installment of Rs. 5000/- will be paid along with September 2009 salaries.
    - d. Third balance installment of Rs. 5000/- will be paid along with November 2009 salaries.
  - (ii) a. The Sri Lanka state plantations Corporation need to pay a sum of Rs. 1832.44 being the difference between the frozen COLA & the COLA payable on the CCPI from May 2008 to September 2008

Month	CoLa Rs.	Difference
May 2008	8442.72	290.72
June 2008	8593.60	441.60
July 2008	8637.88	485.88
August 2008	8505.04	353.04
September 2008	8413.20	261.20
<b>Total</b>		1832.44

it was agreed to pay this Cola arrears along with June 2009 salaries.

- (b) in addition, a sum of Rs. 1872/- also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8413/- from October 2008, the Estate staff who has been paid a sum of Rs. 8152/44 (frozen COLA) up to April 2009, has to be paid the short fall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8413.00 - 8152.00 = 261 \quad 7 = \text{Rs. } 1827.00$$

The above arrears will be paid along with August 2009 Salaries.

- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be made in respect of above payments (A & B)
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 1st October 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.
- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this agreement.
- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his/ her grade as set out in schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs.1,500/-) of the monthly salary payable to each such employee as at September 2011.
- (vii) 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 10% of the salary drawn by him/ her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.
- 2 (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong.
- |                             |           |
|-----------------------------|-----------|
| Junior Asst. Field Officer  | - 1,020/- |
| Asst Field Officer          | - 1,080/- |
| Field Officer               | - 1,260/- |
| Field Officer Special Grade | - 1,380/- |
- (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 six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or ten 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 weeks paid annual leave as a special benefit This right shall not extend to any employee recruited after 1 st 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 a 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 him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

(3) Casual Leave - All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

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

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

February 4th	-	Independence Day
April 13 th or 14 th	-	Sinhala/ Tamil New Year
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 specifies a higher retiral age, the age of retirement shall be 58 years.

(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.

(iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

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. Such suspension shall be in writing.

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.

(2) Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay.

(3) The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

19. **Administrative Transfers.** -

(1) Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.

- (2) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) The provisions of sub-clauses (1), (2) and (3) 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 an 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 or 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.

**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 needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
- (5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The Employer shall 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 and 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. Duty Leave.-**

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

**Part II**

- (1) The Sri Lanka State Plantations Corporation 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.

**(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
Other/minor staff	-	75 units

**Elevation above, 4,500 feet (Factory Elevation)**

Senior staff	-	170 units
Junior staff	-	130 units
Other/minor staff	-	105 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 15 litres kerosene per mensem to those employees resident on estates/divisions without electricity.

**(3) Tea Allowance**

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

Senior staff	-	2 kgs
Junior staff	-	1 1/2 kgs
Other/minor staff	-	1 kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate 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. 25,000/- as funeral expenses.
2. The dependents of the deceased staff member will be paid a 50% of the sum equivalent to 3 months' salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the 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**

A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

**24. Interpretation**

<b>Word</b>	<b>Meaning</b>
Union	Means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer	Means a company who has subscribed to this Agreement and is referred to in Schedule I thereof
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 part  
this Fifth day of May Two Th

H.L.Hewage  
Chairman  
Sri Lanka State Plantation

W. L. A. Fernando  
Director - SLEPC

Witnesses

1. R.M. ABEYSINGHE  
Finance Manager  
Sri Lanka State Plantation  
No 28, Mudalige Mawatha  
Colombo 01

2. B.V.L.C. BENARAGAN  
Asst. Manager (Administration)  
Sri Lanka State Plantation  
No 28, Mudalige Mawatha  
Colombo 01.

## SCHEDULE II

### SUPERVISORY STAFF - SALARY RANGES

Junior Asst. Field Officer	Rs. 15,135.00 - Rs. 22,635.00 Annual Increment 150
Asst. Field Officer	Rs. 15,415.00 - Rs. 25,415.00 Annual Increment 200
Field Officer	Rs. 15,980.00 - Rs. 28,480.00 Annual Increment 250
Field Officer Sp. Grade	Rs. 18,510.00 - Rs. 48,510.00 Annual Increment 600

### Schedule III -

Stage	Curre
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### Schedule III -

Stage Current

1	4.5
2	4.5
3	4.6
4	4.7
5	4.8
6	4.8
7	4.9
8	5.0
9	5.1
10	5.1
11	5.2
12	5.2
13	5.2
14	5.2
15	5.3
16	5.3
17	5.3
18	5.3
19	5.3
20	5.3
21	6.0
22	6.0
23	6.1
24	6.2
25	6.2
26	6.2
27	6.2
28	6.3
29	6.3
30	6.3
31	6.7
32	6.8
33	6.8
34	6.8
35	7.0
36	7.1
37	7.2
38	7.2
39	7.3
40	7.4
41	7.5
42	7.5
43	7.6
44	7.7
45	7.8
46	7.8
47	7.9
48	8.0
49	8.1
50	8.1
51	8.2

**Schedule III -**

**Stage Current**

1	5,00
2	5,10
3	5,20
4	5,30
5	5,40
6	5,50
7	5,60
8	5,70
9	5,80
10	5,90
11	6,00
12	6,10
13	6,20
14	6,30
15	6,40
16	6,50
17	6,60
18	6,70
19	6,80
20	6,90
21	7,00
22	7,10
23	7,20
24	7,30
25	7,40
26	7,50
27	7,60
28	7,70
29	7,80
30	7,90
31	8,00
32	8,10
33	8,20
34	8,30
35	8,40
36	8,50
37	8,60
38	8,70
39	8,80
40	8,90
41	9,00
42	9,10
43	9,20
44	9,30
45	9,40
46	9,50
47	9,60
48	9,70
49	9,80
50	9,90
51	10,00

### Schedule III - I

Stage	Current
1	7.5
2	7.8
3	8.0
4	8.3
5	8.5
6	8.8
7	9.0
8	9.3
9	9.5
10	9.8
11	10.0
12	10.3
13	10.5
14	10.8
15	11.0
16	11.3
17	11.5
18	11.8
19	12.0
20	12.3
21	12.5
22	12.8
23	13.0
24	13.3
25	13.5
26	13.8
27	14.0
28	14.3
29	14.5
30	14.8
31	15.0
32	15.3
33	15.5
34	15.8
35	16.0
36	16.3
37	16.5
38	16.8
39	17.0
40	17.3
41	17.5
42	17.8
43	18.0
44	18.3
45	18.5
46	18.8
47	19.0
48	19.3
49	19.5
50	19.8
51	20.0

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131.**

THE Collective Agreement entered into between the Sri Lanka State Plantation Corporation, No. 28, Mudalige Mawatha, Colombo 01 of the one part and the Ceylon Estates Staff's Union No. 6, Aloe Avenue, Colombo 03 of the other part on the 05th May 2009 regarding the Plantations Technical Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
31st March, 2010.

**Collective Agreement No. 13 of 2010****COLLECTIVE AGREEMENT - TECHNICAL STAFF**

This Collective Agreement entered into between the Sri Lanka State Plantations Corporation, having its registered office at No. 28, Mudalige Mawatha, Colombo 01 of the First part and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3 of Second Part, made and entered into on the Fifth day of May 2009, witnesseth as follows:

1. **Title.** - This Agreement shall be known as the Plantations Technical Staff Collective Agreement.
2. **Employers Covered and Bound.** - This Agreement shall bind the management of the Sri Lanka State Plantations Corporation, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Union and Employees Covered and Bound.** - This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by Sri Lanka State Plantations Corporation on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II here to.
4. **Earlier Agreements.** - The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.** - Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2008 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, 2013.
6. **General Terms and Conditions.** - (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.  
(ii) Grading of employees covered shall be at the discretion of the Employer.  
(iii) Upon completion of 10 years 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 therefor.
8. **First Appointment.** - No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G. C.E. (Ordinary level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

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

- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1,500/=) per mensem.
- (iv) Where the acting period, other than in over looking positions, continue for 6 months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries.**— (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2008 shall be as follows:

- (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500/-. Provided, however, in respect of the period October 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.) and a sum of Rs. 17,500/- will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 30th September 2008, on the following basis.
  - (a) An initial payment of Rs. 2500/- will be paid before the Wesak Festival in May 2009.
  - (b) Second installment of Rs. 5000/- will be paid along with July 2009 salaries.
  - (c) Third installment of Rs. 5000/- will be paid along with September 2009 salaries.
  - (d) The balance installment of Rs. 5000/- will be paid along with November 2009 salaries.
- (ii) (a) The Sri Lanka State Plantation Corporation need to pay a sum of Rs. 1832.44 being the difference between the frozen COLA & the COLA payable on the CCPI from May 2008 to September 2008.

MONTH	COLA Rs.	DIFFERENCE
May 2008	8442.72	290.72
June 2008	8593.60	441.60
July 2008	8637.88	485.88
August 2008	8505.04	353.04
September 2008	8413.20	261.20
TOTAL		1832.44

It was agreed to pay this COLA arrears along with June 2009 salaries.

- (b) In addition, a sum of Rs. 1827/- also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8413/- from October 2008, the Estate staff who has been paid a sum of Rs. 8152/44 (frozen COLA) up to April 2009, has to be paid the shortfall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8413.00 - 8152.00 = 261 \times 7 = \text{Rs. } 1827.00$$

The above arrears will be paid along with August 2009 salaries.

- (c) Contributions to EPF, ETF and to the Staff Medical fund in respect of each employee shall be made in respect of above payments (A&B)
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 1st October 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.

- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this agreement.
- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs. 1,500/-) of the monthly salary payable to each such employee as at September 2011.
- (vii) In the case of Factory Officer/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 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.

2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong:

		Rs.
Junior Asst. Factory Officer	...	1,020/-
Assistant Factory Officer	...	1,080/-
Senior Asst. Factory Officer	...	1,260/-
Factory Officer	...	1,380/-
Factory Officer Special Grade	...	1,440/-

(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 six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or ten 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 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 or leave of three days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he 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 him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

(3) *Casual Leave.* - All employees shall be entitled in each year to a maximum of seven (07) days Casual leave with full pay, not more than three (03) 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 (05) 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
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 specifies a higher retirement age, the age of retirement shall be 58 years.
- (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.
- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

**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 service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.

- (2) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) The provisions of sub-clauses (1), (2) and (3) 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 an 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.

**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 needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.

- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.

- (4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
- (5) An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the Inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The employer shall 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 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 and 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 shall be 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. *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 disputes arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two office bearers shall not exceed twelve days in any one year.

## PART II

1. The Sri Lanka State Plantations Corporation 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.

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
Other/Minor staff	—	75 units

**Elevation above 4,500 feet (Factory Elevation)**

Senior staff	–	170	units
Junior staff	–	130	units
Other/Minor staff	–	105	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 15 litres kerosene per mensem to those employees resident on estates/divisions without electricity.

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

Senior staff	–	2	kgs
Junior staff	–	1 1/2	kgs
Others/Minor staff	–	1	kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

4. **Death Grant.**–

1. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 25,000 as funeral expenses.
2. The dependents of the deceased staff member will be paid a 50% of the sum equivalent to 3 months' salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary withing one month of the death of the staff member.

5. **Medical Aid Scheme.**– A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

24. **Interpretation.**–

Word	Meaning
Union	means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	shall have the same meaning as in the industrial Disputes Act.
Employer	means a company who has subscribed to this Agreement and is referred to in Schedule I hereof.
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	means a continuous period of 12 months.
Gender	a reference to the masculine gender shall include the feminine as well.

In Witness whereof the parti  
Fifth day of May Two Thous:

.....  
H.L.Hewage  
Chairman  
Sri Lanka State Plantation:

W L A Fernando  
Director - SLSPC

#### Witnesses

1. ....  
R.M. ABEYSINGHE  
Finance Manager  
Sri Lanka State Planta  
No 28, Mudalige Maw  
Colombo 01

2. ....  
B.V.L.C. BENARAGAN  
Asst. Manager (Administra  
Sri Lanka State Plantation  
No 28, Mudalige Mawatha,  
Colombo 01.

#### SCHEDULE II

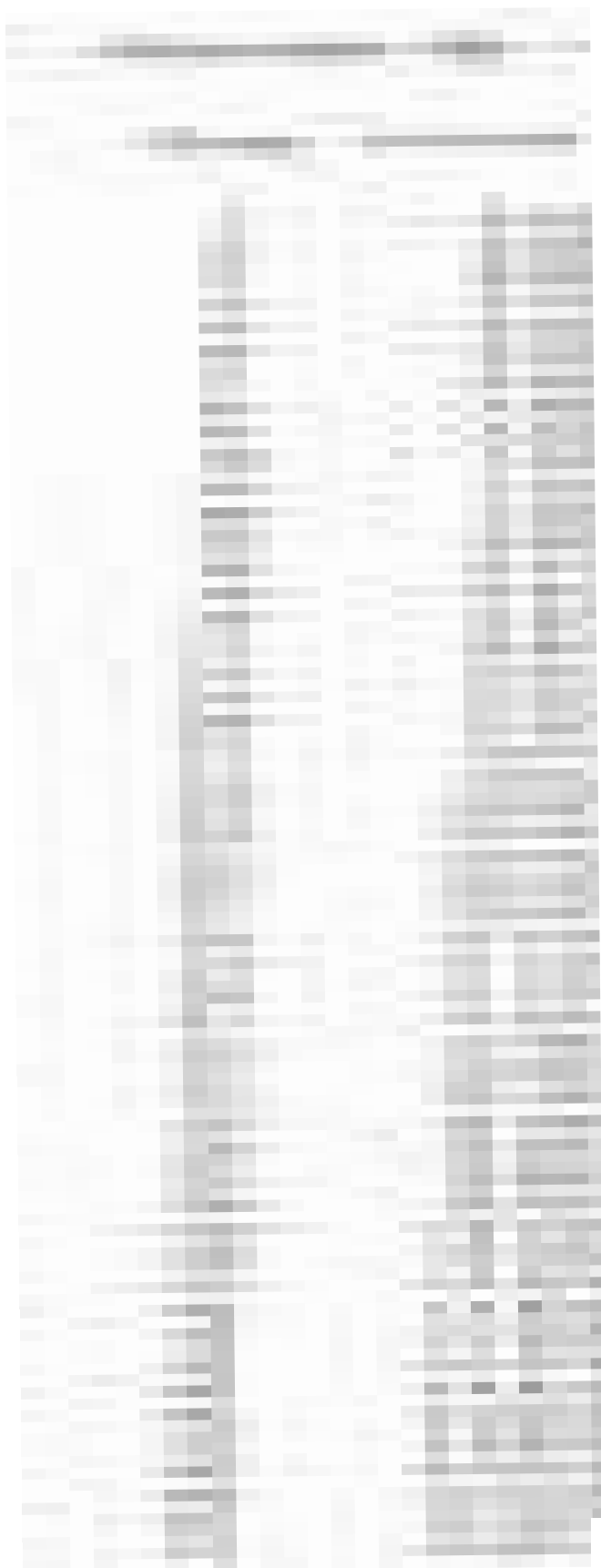
##### TECHNICAL STAFF - SALARY RANGES

Junior Asst. Factory Officer	Rs. 15,135.00 - Rs. 22,635.00 Annual Increment 150
Asst. Factory Officer	Rs. 15,415.00 - Rs. 25,415.00 Annual Increment 200
Sen. Asst. Factory Officer	Rs. 15,755.00 - Rs. 28,255.00 Annual Increment 250
Factory Officer	Rs. 16,540.00 - Rs. 41,540.00 Annual Increment 500
Sp. Grade Factory Officer	Rs. 19,915.00 - Rs. 57,415.00 Annual Increment 750













My No. : CI/ Plantation/14/ 2009.

## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between the Sri Lanka State Plantation Corporation, No. 28, Mudalige Mawata, Colombo 01 of the one part and the Ceylon Estates Staffs' Union No. 6, Aloe Avenue, Colombo 03 of the other part on the 05 th May 2009 regarding the Plantations Medical Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

W.J.L.U. WIJAYAWERA,  
Commissioner - General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
30th March, 2010.

### Collective Agreement No. 14 of 2010

#### COLLECTIVE AGREEMENT - MEDICAL STAFF

This Collective Agreement entered into between the Sri Lanka State Plantations Corporation, having its registered office at No. 28, Mudalige Mawata, Colombo 01 of the First part, and the Ceylon Estates Staffs' Union No. 6, Aloe Avenue, Colombo 03 of the Second part, made and entered into on the Fifth day of May 2009 witnesseth as follows : -

1. **Title.** – The Agreement shall be known as the Plantations Medical Staff Collective Agreement.
2. **Employers covered and bound.**– This Agreement shall bind the Management of the Sri Lanka State Plantations Corporation, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 here to.
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 Sri Lanka State Plantations Corporation on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereof.
4. **Earlier Agreements.**– The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.**– Subject to any provisions to the contrary, this Agreement shall be effective from the 1st day of October, 2008 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, 2013.
6. **General Terms and Conditions.**– (a) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement –
  - (i) Grading of employees covered shall be at the discretion of the Employer.
  - (ii) The following rules of grading shall apply to the specified grades:
    - (a) A pharmacist shall be a person who has successfully obtained an acceptable qualification.
    - (b) A midwife (Grade 1) shall be a person with qualification and training.
  - (b) All registered Practitioners (RMPs), Estate Medical Assistants (EMAs) and Assistant Medical Practitioners (AMPs) with over 20 years experience shall be placed on the Medical Practitioners Grade.

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

**7. Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefor.

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

**9. Attendance at work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

#### 10. Promotions

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

**11. Salaries.**— 1. The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2008 shall be as follows:

- (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500 Provided, however, in respect of the period October 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc) and a sum of Rs. 17,500 will be paid to all employees covered and bound by this Agreement who is in employment as at date of signing of this Agreement and who has also been in service on the 30th September 2008, on the following basis.
  - (a) An initial payment of Rs. 2500/- will be paid before the Wesak Festival in May 2009.
  - (b) Second installment of Rs. 5000/- will be paid along with July 2009 salaries.
  - (c) Third installment of Rs. 5000/- will be paid along with September 2009 salaries.
  - (d) The balance installment of Rs. 5000/- will be paid along with November 2009 salaries.
- (ii.) (a) The Sri Lanka State Plantations Corporation need to pay a sum of Rs. 1832.44 being the difference between the frozen COLA & the COLA payable on the CCPI from May 2008 to September 2008

Month	Cola Rs.	Difference
May 2008	8442.72	290.72
June 2008	8593.60	441.60
July 2008	8637.88	485.88
August 2008	8505.04	353.04
September 2008	8413.20	261.20
Total		1832.44

It was agreed to pay this COLA arrears along with June 2009 salaries.

- (b) In addition, a sum of Rs. 1827/- also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8413/- from October 2008, the Estate staff who has been paid a sum of Rs. 8152.44 (frozen COLA) up to April 2009, has to be paid the shortfall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8413.00 - 8152.00 = 261 \times 7 = \text{Rs. } 1827.00$$

The above arrears will be paid along with August 2009 Salaries.

- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be made in respect of above payments (A&B)
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413 will be consolidated into the salaries with effect from 1st October 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.
- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this agreement.
- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs. 1,500) of the monthly salary payable to each such employee as at September 2011.
- (vii) In the case of Welfare Officers/Storekeepers who are presently entitled to an allowance on account of work as a Welfare Officer/Storekeeper, as the case may be, such employee shall continue to receive his/her allowances at the rate of 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.

2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong:

		Rs.
Creche Attendant,	...	1,020/-
Midwife (Grade II), Welfare Officer, Apprentice Pharmacist,		
Midwife (Grade I)	...	1,080/-
Pharmacist/Junior Estate Medical Assistant	...	1,260/-
Estate Medical Practitioner	...	1,380/-
Medical Practitioner	...	1,440/-

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

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

13. **Calls at Night or on off Days.**— (i) With effect from the date hereof, an allowance of Rs. 75/- shall be paid to members of the medical staff for calls in the Lines between 6 p.m. and 6 a.m. and Rs. 50 in respect of calls to the hospital, dispensary and maternity ward between 6 p.m. and 6 a.m. In the case of a night call between 6 p.m. and 6 a.m. to the Hospital, Dispensary or Maternity Ward, dealing with childbirth, the allowance payable shall be Rs. 200/-.

- (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. 100/- per call.
- (iii) "Calls" shall mean physical visits.
- (iv) An Estate Medical Practitioner or Estate Medical Assistant overlooking work on another estate shall be paid an allowance of Rs. 300 in respect of each visit he is required to make to such other estate.

(v) Midwives shall be paid a uniform allowance of Rs. 1,500 per year.

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

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

15. **Leave.**— (1) Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit; this right shall not extend to any employee recruited after 1st September, 1993.

- (2) (i) **Sick Leave.**— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted 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 a 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 him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.
- (iv) **Casual Leave.**— All employees shall be entitled in each year to a maximum of seven (07) days Casual leave with full pay, not more than three (03) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
- (V) Five (05) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual leave.

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- (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.
- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

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- (i) 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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- (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 service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
- (2) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) The provisions of sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

**21. Annual Increments.-**

- (1) Annual increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- (2) An increment may be suspended, stopped or deferred, by way of punishment or for general inefficiency, after the employee has been notified in writing or such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

**22. Disciplinary Inquiries.-**

- (1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer.
- (5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.

- (6) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
- (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 and Disputes.-**

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

**24. Duty Leave.-**

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

**PART II**

1. The Sri Lanka State Plantations Corporation covered and bound by this Agreement undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.

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

**Elevation below 4,500 feet (Factory Elevation)**

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

**Elevation above 4,500 feet (Factory Elevation)**

Senior staff	-	170	units
Junior staff	-	130	units
Other/Minor staff	-	105	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 15 litres Kerosene per mensem to those employees resident on estates/divisions without electricity.

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

Senior staff	-	2	kgs
Junior staff	-	1 ½	kgs
Other/Minor staff	-	1	kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

**4. Death Grant.-**

1. With effect from the date here of , on the death of a staff member, the dependents will be paid a sum of Rs. 25,000/- as funeral expenses.
2. The dependants of the deceased staff member will be paid a 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months, salary within one month of the death of the staff member.

5. **Medical Aid Scheme.**- A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

**25. Interpretation**

Word	Meaning
Union	means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the industrial Disputes Act.
Employer	means a company who has subscribed to this agreement and is referred to in schedule I hereof.
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.



In Witness whereof the p  
this Fifth day of May Twc

H.L.Hewage  
Chairman  
Sri Lanka State Plantat

W L A. Fernando  
Director - SLSR

Witnesses

1. R.M. ABEYS  
Finance Manag  
Sri Lanka State  
No 28, Mudalige  
Colombo 01

2. B.V.L.C. BENARAG  
Asst. Manager (Admini  
Sri Lanka State Plantat  
No 28, Mudalige Maw  
Colombo 01.

## SCHEDULE II

### MEDICAL STAFF - SALARY RANGES

Creche Attendant	Rs. 14,575.00 - Rs. 22,075.00 Annual Increment 150
Apprentice Pharmacist, Midwife Grade 1 and 2, Welfare Officer	Rs. 14,965.00 - Rs. 24,965.00 Annual Increment 200
Pharmacist / Junior Estate Medical Assistant	Rs. 15,755.00 - Rs. 28,255.00 Annual Increment 250
Estate Medical Practitioner	Rs. 16,540.00 - Rs. 41,540.00 Annual Increment 500
Medical Practitioner	Rs. 19,915.00 - Rs. 57,415.00 Annual Increment 750

**Schedule III - Crec**

Stage Current Salary

	Rs
1	3,660.00
2	3,715.00
3	3,770.00
4	3,825.00
5	3,880.00
6	3,935.00
7	3,990.00
8	4,045.00
9	4,100.00
10	4,155.00
11	4,210.00
12	4,265.00
13	4,320.00
14	4,375.00
15	4,430.00
16	4,485.00
17	4,540.00
18	4,595.00
19	4,650.00
20	4,705.00
21	4,760.00
22	4,815.00
23	4,870.00
24	4,925.00
25	4,980.00
26	5,035.00
27	5,090.00
28	5,145.00
29	5,200.00
30	5,255.00
31	5,310.00
32	5,365.00
33	5,420.00
34	5,475.00
35	5,530.00
36	5,585.00
37	5,640.00
38	5,695.00
39	5,750.00
40	5,805.00
41	5,860.00
42	5,915.00
43	5,970.00
44	6,025.00
45	6,080.00
46	6,135.00
47	6,190.00
48	6,245.00
49	6,300.00
50	6,355.00
51	6,410.00
52	6,465.00
53	6,520.00
54	6,575.00

### Schedule III - Apprentice Phases

Stage	Current Salary	Revised Salary (25000)
	Rs.	
1	4,050.00	1
2	4,125.00	1
3	4,200.00	1
4	4,275.00	1
5	4,350.00	1
6	4,425.00	1
7	4,500.00	1
8	4,575.00	1
9	4,650.00	1
10	4,725.00	1
11	4,800.00	1
12	4,875.00	1
13	4,950.00	1
14	5,025.00	1
15	5,100.00	1
16	5,175.00	1
17	5,250.00	1
18	5,325.00	1
19	5,400.00	1
20	5,475.00	1
21	5,550.00	1
22	5,625.00	1
23	5,700.00	1
24	5,775.00	1
25	5,850.00	1
26	5,925.00	1
27	6,000.00	1
28	6,075.00	1
29	6,150.00	1
30	6,225.00	1
31	6,300.00	1
32	6,375.00	1
33	6,450.00	1
34	6,525.00	1
35	6,600.00	1
36	6,675.00	1
37	6,750.00	1
38	6,825.00	1
39	6,900.00	1
40	6,975.00	1
41	7,050.00	1
42	7,125.00	1
43	7,200.00	1
44	7,275.00	1
45	7,350.00	1
46	7,425.00	1
47	7,500.00	1
48	7,575.00	1
49	7,650.00	1
50	7,725.00	1
51	7,800.00	1
52	7,875.00	1
53	7,950.00	1
54	8,025.00	1

## Schedule III - Pharmacy

Stage	Current Salary
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	I
1	4,840.
2	4,940.
3	5,040.
4	5,140.
5	5,240.
6	5,340.
7	5,440.
8	5,540.
9	5,640.
10	5,740.
11	5,840.
12	5,940.
13	6,040.
14	6,140.
15	6,240.
16	6,340.
17	6,440.
18	6,540.
19	6,640.
20	6,740.
21	6,840.
22	6,940.
23	7,040.
24	7,140.
25	7,240.
26	7,340.
27	7,440.
28	7,540.
29	7,640.
30	7,740.
31	7,840.
32	7,940.
33	8,040.
34	8,140.
35	8,240.
36	8,340.
37	8,440.
38	8,540.
39	8,640.
40	8,740.
41	8,840.
42	8,940.
43	9,040.
44	9,140.
45	9,240.
46	9,340.
47	9,440.
48	9,540.
49	9,640.
50	9,740.
51	9,840.
52	9,940.
53	10,040.
54	10,140.

**Schedule III - Esta**

Stage	Current Sa
1	5,625
2	5,825
3	6,025
4	6,225
5	6,425
6	6,625
7	6,825
8	7,025
9	7,225
10	7,425
11	7,625
12	7,825
13	8,025
14	8,225
15	8,425
16	8,625
17	8,825
18	9,025
19	9,225
20	9,425
21	9,625
22	9,825
23	10,025
24	10,225
25	10,425
26	10,625
27	10,825
28	11,025
29	11,225
30	11,425
31	11,625
32	11,825
33	12,025
34	12,225
35	12,425
36	12,625
37	12,825
38	13,025
39	13,225
40	13,425
41	13,625
42	13,825
43	14,025
44	14,225
45	14,425
46	14,625
47	14,825
48	15,025
49	15,225
50	15,425
51	15,625
52	15,825
53	16,025
54	16,225

