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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2237/17 – 2021 ජූලි 20 වැනි අඟහරුවාදා – 2021.07.20

2237/17 – TUESDAY, JULY 20, 2021

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1849.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hayleys Fabrics PLC, No. 400, Deans Road, Colombo 10 of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 27th February 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd day of June, 2021.

Collective Agreement No. 21 of 2020

This Collective Agreement made this Twenty Seventh day of February Two Thousand and Twenty to take effect from the First day of April Two Thousand and Twenty pursuant to the Industrial Disputes Act, between.



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I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2021.07.20

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 20.07.2021

Hayleys Fabric PLC (PQ37), having its registered office at 400 Deans Road, Colombo 10 (hereinafter referred to as the "Employer") of the One Part

and

Sri Lanka Nidahas Sewaka Sangamaya a registered Trade Union having its office at 341/21, 4th Floor, Sarana Mawatha, Rajagiriya (hereinafter referred to as the 'Union') of the Second part

Witnesseth and it is hereby agreed between the parties as follows:

Title : This Agreement shall be known and referred to as the Hayleys Fabrics PLC Clerical, Supervisory and allied staff collective agreement of 2020.

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Hayleys Fabric PLC (PQ37) a duly incorporated company having its registered office at No. 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the Sri Lanka Nidahas Sewaka Sangamaya (SLNSS), a duly registered Trade Union having its registered office at No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya hereinafter referred to as "the Union".

Whereas the Union made certain proposals to the Employer for the revision of terms and conditions of employment of their members employed by the Employer and the parties have after negotiations arrived at the following Agreement:

1. **Parties Covered and Bound** - The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who are employed by the Employer in confirmed permanent employment in the Clerical Supervisory and Allied grades.

2. **Duration** - The provisions of this Agreement shall take effect from 1st April 2020 and shall, unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force, provided however, that neither party shall give such notice prior to 1st March 2023. and the Agreement shall not stand terminated prior to the 31st day of March 2023.

3. **Salaries** - The employer agrees to revise the salaries of the employees covered and bound by this Agreement on the following basis:

- a) With effect from 1st April 2020 the monthly salaries of employees will be revised and a sum of Rs. 2,200/- will be added to the salary paid to such employees as at 31st March 2020.
- b) With effect from 1st April 2021 the monthly salaries of employees will be revised and a sum of Rs. 2,200/- will be added to the salary paid to such employees as at 31st March 2021.
- c) With effect from 1st April 2022 the monthly salaries of employees will be revised and a sum of Rs. 2,200/- will be added to the salary paid to such employees as at 31st March 2022.

4. **Shifts and Shift Allowances** - The Employer the Union and the Employees agree that the prevailing shift system shall remain in force during the pendency of this agreement unless mutually agreed by the parties.

Day Shift	7.30 am to 7.00 pm
Night Shift	7.00 pm to 7.30 am (following day)

The Employer agrees to continue to pay shift allowances during the period of this agreement at the prevailing rates.

5. **Production Incentive Scheme** – The Employer, the Union and the Employees agree that the prevailing Production Incentive Scheme shall continue during the period of this Collective Agreement.

6. **Attendance Incentive** – The Employer, the union and the Employees agree that the prevailing attendance incentive scheme shall continue during the period of this Collective Agreement.

7. **Annual Bonus** – Without prejudice to the claim of the employer that bonus payments are ex-gratia and at its discretion, the Employer, the Union and the Employees agree as follows:

The Employer will pay one months' bonus based on the average monthly basic salary of all permanent employees in the clerical supervisory and allied grades. The payment of this bonus will be made only if the Company has made a sufficient profit in the relevant financial year to cover bonus payments applicable to all categories of employees for that year.

In the event of payment of a bonus, the employees will receive the bonus based on a ranking method taking into consideration their Attendance, Punctuality and any warning letters issued to them (where applicable).

A grade performers	- 1 Months' Salary
B grade performers	- $\frac{3}{4}$ Months' Salary
C grade performers	- $\frac{1}{2}$ Months' Salary
D grade performers	- $\frac{1}{4}$ Months' Salary

(The basic salary for this purpose shall be the basic salary + budgetary relief allowance (if any).

8. **Variation of Terms & Conditions** – The Employer, Union and the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement, other than by mutual agreement.

9. **Trade Union Action** – The Union and the Employees jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade union action against the Employer in respect of any dispute between the Union or the Employees and the Employer in connection with or arising out of any matter covered by this Agreement.

10. **Dispute Settlement Procedure** – Parties also agree that they would settle any dispute that may arise with regard to matters not covered by this agreement in the following manner:

- Whenever there is a dispute, a written statement of the dispute should be forwarded by the branch committee of the Union to the employer, and at least two weeks given for the employer to resolve the dispute.
- If no satisfactory solution is found the matter should be referred to the parent union and to the Employer's Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute through discussions.
- If after discussions referred to in (b) the matter cannot be resolved by the intervention of the EFC and the parent union, conciliatory proceedings under the Industrial Disputes Act should be followed.
- If after conciliation has failed in the Labour Department, the Union wishes to take Trade Union Action, written notice should be given of not less than 14 days to the Employer and the EFC.
- However, where the dispute has been caused by an act of the Employer which in the opinion of the Executive Committee of the Union as confirmed by the General Secretary of the Union has undermined the existence or the legitimate activities of the Union, the provisions of clauses 10(a) to 10(d) shall not apply and the Union shall be entitled to take trade union action provided that they have given at least 7

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I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2021.07.20

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 20.07.2021

days written notice to the Employer and the EFC.

In witness hereof parties have set their hands hereunto on this Twenty Seventh day of February Two Thousand and Twenty (2020) at colombo

for and on behalf of
HAYLEYS FABRIC PLC

Name: **E R P GOONETILLEKE**

Designation: **MANAGING DIRECTOR**

WITNESSES:

1.

Name: **M H JAYASINGHE**

Designation: **DIRECTOR**

2.

Name: **K P C P K PATHIRANA**

Designation: **GENERAL MANAGER
HR & ADMINISTRATION**

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Ceylon Biscuits Limited, P. O. Box 3, Makumbura, Pannipitiya of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte Talangama of the other part on 16th June 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd day of June, 2021.

Collective Agreement No. 28 of 2020

Collective Agreement

This Collective Agreement made on this 16th day of June Two Thousand Twenty, to take effect from first day of January Two Thousand twenty, between Ceylon Biscuits Limited, a company duly registered under the companies' ordinance, and having its registered office at P. O. Box 03, Makumbura, Pannipitiya, (hereinafter referred to as "the employer") of the one part and the Inter Company Employees Union, a Trade Union duly registered under the Trade Unions' Ordinance and having its registered office at 259/9, Sethsiri Mawatha, Koswatte, Talangama (hereinafter referred to as "the Union") of the other part.

It is hereby agreed by and between the aforesaid parties, as follows:-

1. **Title** - This Agreement shall be known and referred to as the Ceylon Biscuits Limited Factory Employees' Collective Agreement.

2. **Parties Covered and Bound** - This Agreement shall cover and bind the Employer and the Union and employees presently employed by the Employer in its factory on permanent monthly contracts in the grades of employment for which salary scales have been set out in the first schedule here of and are members of the Union.

3. **Duration of the Agreement** - This Collective Agreement shall be effective from the first day of January Two Thousand Twenty, and may be terminated by either party with one month's written notice to the other, provided however that either party shall give such notice prior to the thirtieth day of November, Two Thousand and Twenty Two. Any notice of termination of this Agreement given by either party, prior to the Thirtieth day of November, Two Thousand and Twenty Two, shall not be regarded as valid notice and shall be of no avail.

4. **Salaries** - With effect from first January Two Thousand and Twenty, the Employer will pay salaries to employees covered and bound by this agreement, in accordance with the salary scales set out in the first schedule hereof.

5. Conversion to New Salary Scales -**i. Salary Revision with effect from 1st January 2020**

To ascertain the monthly salary payable to an employee, with effect from first January Two Thousand and Twenty (2020), a sum of rupees Two thousand Seven Hundred and Fifty (Rs. 2,750/=) will be added to the salary that was paid to such employee in the month of December Two Thousand and Nineteen and such employee shall thereafter be placed on the corresponding point in monetary terms of the salary scales set out in the first schedule hereof.

ii. Salary Revision With Effect From 1st January 2021

With effect from First January Two Thousand and Twenty One (2021), the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Two Thousand and Five Hundred (Rs. 2,500/=) to the salary received by such employee in the month of December Two Thousand and Twenty. Each employee shall thereafter be placed on the corresponding point in monetary terms of the salary scales set out in the First Schedule hereof.

iii. Salary Revision With Effect From 1st January 2022

With effect from First January Two Thousand and Twenty Two (2022), the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Two Thousand and Five Hundred (Rs. 2,500/=) to the salary received by such employee in the month of December Two Thousand and Twenty one. Each employee shall thereafter be placed on the corresponding point in monetary terms of the salary scales set out in the First Schedule hereof.

6. Bonus -

- i By way of bonus, the Employer will pay all employees, who have completed one or more years of service, a sum equal to one month's salary per employee, in December each year, in the manner calculated as per the Second Schedule hereof.
- ii In the month of April each year, the Employer will pay to each employee, who has served during the entire previous calendar year, a bonus related to attendance, in the manner calculated as per the Second Schedule hereof.
- iii Provided the business operations of the employer have been reached the targeted profit in the 12 months preceding, to warrant the declaration of a bonus, the employer will, in the month of March each year, declare a bonus which will be paid subject to the conditions of the Second Schedule hereof. In the event of no bonus being declared by the employer in the month of March, unless as provided herein, the Union reserves to itself the right to raise an industrial dispute and have such dispute resolved under the provisions of clause 11 of this Agreement. The union and the Employees undertake that they shall not resort to any form of trade union action in respect of a dispute arising with regard to this bonus payment.
- iv Calculation of unauthorized absence for the purpose of clauses 6(i), 6(ii) and 6(iii) and 7 of this agreement will be effective from the year 2021 and will be based on the attendance of calendar year 2020.

7. Attendance Incentive Bonus - April - In addition to the April bonus, an attendance incentive Bonus of 50% of the basic salary will be paid to employees eligible as per the Second Schedule.

"Absence" for the purpose of calculating this attendance incentive payment shall be all days an employee is absent from work without authority.

"Salary" for the purpose of calculating this attendance incentive bonus will be the salary which is applicable to each employee at the time the incentive Bonus is paid.

8. *Leave* -

Casual Leave - Employees shall be entitled to 7 days casual leave during any calendar year. In the first year of employment, the casual leave entitlement shall be on the basis of one day for every two months worked. Casual leave shall not be taken in excess of two consecutive days at a time and shall not precede or succeed any period of annual or sick leave. All casual leave should be applied for in advance, provided however that in the event of any unforeseen circumstances, which prevents an employee from making an application in advance, he/she shall inform the Employer of the reasons for the absence within a period of 24 hours.

Sick Leave - Employees shall be entitled to 7 days sick leave during any calendar year. In the first year of employment, the sick leave entitlement shall be on the basis of one day for every two months worked. Wherever possible, an employee shall make an application for sick leave in advance and where such application cannot be made in advance, he shall inform the Employer of the reasons for this absence within 24 hours. Any period of sick leave in excess of two days shall have to be supported by a Medical Certificate acceptable to the Employer.

Annual Leave - The Employees will be entitled to Annual Leave in terms of the decisions of the Wages Board for the Biscuit and Confectionary Manufacturing Trade.

9. *Disputes Settlement Procedure* - It is agreed by and between parties, that any industrial dispute that may occur between the Employer and the Union and/or the employees, during the period of this Agreement, shall be dealt with in the manner set out hereunder :-

- i The Branch Union or the employees concerned shall, at the outset raise any dispute with the Employer and both parties shall endeavour to reach a satisfactory settlement of the dispute through negotiations.
- ii In the event of there being no settlement, after consultation between parties as aforesaid, the Branch Union shall raise the matter with the Union and the Union shall raise it with the Employers' Federation of Ceylon, of which the Employer is a member, and the Union and the Federation shall strive to reach a satisfactory settlement in consultation with all parties concerned.
- iii. In the event of there being no satisfactory settlement, consequent to the attempt made by the Union and the Employer's Federation of Ceylon, either party may seek the intervention of the Commissioner General of Labour to settle the dispute, in accordance with the provision of the Industrial Disputes Act.
- iv. If after conciliation has failed in the Department of Labour, the Union wishes to take Trade Union action, written notice should be given of not less than 14 days to the Employer and to the Employers' Federation of Ceylon regarding such Trade Union action.

10. *Trade Union Action* - It is agreed that the Union or the employees shall not resort to any form of Trade Union action in respect of any industrial dispute pertaining to this agreement during the period of this Agreement and shall endeavour to settle any industrial dispute that may arise during the period of this agreement, in accordance with the Dispute Procedure laid down herein.

11. *Variation of Terms and Conditions* - It is agreed by and between parties that neither party, will, during the period of this agreement attempt in any manner to change, vary, alter, add to or amend in any form, any of the terms and conditions set out in this agreement and / or any other terms and conditions which are currently applicable to the employees covered and bound by this agreement, other than by way of mutual consent.

12. **Reciprocal Obligations of the Employees** - In pursuance of the concessions granted by the Employer to the Union and the employees, the Union and the employees shall reciprocate in such manner as will benefit both employees and the company. For this purpose, the employees shall -

- a. *Customer service* - contribute at all times to excellence in customer service.
- b. *Productivity* - Co-operate in the implementation of training and all performance improvement measures adopted from time to time aimed at enhancing the productivity of the Human, Technological and Financial Resources procured and applied by the Company.

If the Company requires work to be performed on a statutory holiday or a Poya day, and upon sufficient prior notice being given to workers in that regard, a worker may volunteer to work on such statutory or Poya holiday subject to statutory obligations imposed on the Company in respect of the performed on that day.

The Union agrees that they will not object to such work arrangement if done with the consent of workers.

- c. *Quality* - Actively and consistently contribute to achieve and maintain those standards of quality prescribed by National and International Institutions and which may be prescribed from time to time as applicable to product and processes engaged in by the Company and as may be laid down by the Management.
- d. *Security* - Contribute actively to maintain the security of all personnel and property belonging to the Company.
- e. *Safety* - Consistently maintain prescribed safety standards in regard to persons, equipment, process, material, work group, work environment and follow all instructions, which may be given from time to time, aimed at securing the safety of the above.
- f. To ensure that all Company issued clothing and devices / tools will be kept in good condition and to immediately report all equipment defects to supervisors.
- g. *Personal Hygien* - Meet and consistently maintain all standards and practices set out for the personal hygiene of employees as required by the Management.
- h. *House- keeping* - Meet and extend full co- operation in maintaining standards set out for good house - keeping.
- i. Accept recognized work study findings and to optimize skills and manning levels accordingly .
- j. *Service Image* - Consistently maintain integrity in service and not expect or accept gratification in any form or manner from customers, distributors, suppliers or their Agents or representatives for any services rendered in the performance of employees' duties.
- k. *Job Rotation* - Job enlargement and rotation to be adhered.
- l. *Company Image* - Actively and wherever possible, promote the good image of the Company, and refrain from acting in any manner within or outside of the environment that would adversely affect the image, goodwill or reputation of the Company and its employees.
- m. *Minimizing of waste* - Actively and consistently contribute to all prescribed activities by the management and the company to eliminate waste of.
 - a. Wrapping
 - b. Biscuit grinding
 - c. Sweeping
 - d. Other waste

- n. *Saturday night shift* - All Female employees absorbed to the permanent cadre from 1st day of January Two Thousand Seventeen onwards and all female employees who will be absorbed to the permanent cadre in future, to report to Saturday night shift (10 p.m. to 6 a.m.) as a normal routine shift.

13. *Reciprocal Obligations of the Employer -*

- a. The Company shall, for the duration of this Collective Agreement, absorb a minimum of 30 employees annually to the permanent cadre from the "3 years contract pool" based on their satisfactory attendance, seniority and good conduct.

The "3 year contract pool" herein refers to employees in the three (3) year fixed term contract pool of the Company.

This shall become effective from the date of signing of this Collective Agreement.

- b. The Company shall, for the duration of this Collective Agreement, provide an opportunity for a minimum of 20 manpower employees per annum to be absorbed to the "3 year contract pool" as new employees subject to the Company's recruitment process.

In witness hereof parties have set their hands on this 16th day of June Two Thousand Twenty.

**For & on behalf of
Ceylon Biscuits Ltd.**

Name: Nalin B Karunaratne

Designation: Chief Executive Officer

Signature:

**Witness: Head of Human Resources
CBL**

Name: Gehan Mendis

Signature:

Salary Scale for Associate 2020 - 202

25th				
L756/-				
	FAC 1	FAC 2	FAC 3	FAC 4
	400	550	700	850
1	16500	17050	17750	18600
2	16550	17100	17800	18650
3	16600	17150	17850	18700
4	16650	17200	17900	18750
5	16700	17250	17950	18800
6	16750	17300	18000	18850
7	16800	17350	18050	18900
8	16850	17400	18100	18950
9	16900	17450	18150	19000
10	16950	17500	18200	19050
11	17000	17550	18250	19100
12	17050	17600	18300	19150
13	17100	17650	18350	19200
14	17150	17700	18400	19250
15	17200	17750	18450	19300
16	17250	17800	18500	19350
17	17300	17850	18550	19400
18	17350	17900	18600	19450
19	17400	17950	18650	19500
20	17450	18000	18700	19550
21	17500	18050	18750	19600
22	17550	18100	18800	19650
23	17600	18150	18850	19700
24	17650	18200	18900	19750
25	17700	18250	18950	19800
26	17750	18300	19000	19850
27	17800	18350	19050	19900
28	17850	18400	19100	19950
29	17900	18450	19150	20000
30	17950	18500	19200	20050
31	18000	18550	19250	20100
32	18050	18600	19300	20150
33	18100	18650	19350	20200
34	18150	18700	19400	20250
35	18200	18750	19450	20300
36	18250	18800	19500	20350
37	18300	18850	19550	20400
38	18350	18900	19600	20450
39	18400	18950	19650	20500
40	18450	19000	19700	20550
41	18500	19050	19750	20600
42	18550	19100	19800	20650
43	18600	19150	19850	20700
44	18650	19200	19900	20750
45	18700	19250	19950	20800
46	18750	19300	20000	20850
47	18800	19350	20050	20900
48	18850	19400	20100	20950
49	18900	19450	20150	21000
50	18950	19500	20200	21050
51	19000	19550	20250	21100
52	19050	19600	20300	21150
53	19100	19650	20350	21200
54	19150	19700	20400	21250
55	19200	19750	20450	21300
56	19250	19800	20500	21350
57	19300	19850	20550	21400
58	19350	19900	20600	21450
59	19400	19950	20650	21500
60	19450	20000	20700	21550
61	19500	20050	20750	21600
62	19550	20100	20800	21650
63	19600	20150	20850	21700
64	19650	20200	20900	21750
65	19700	20250	20950	21800
66	19750	20300	21000	21850

67	18800	20350	21050	22500
68	18850	20400	21100	22550
69	18900	20450	21150	22600
70	18950	20500	21200	22650
71	20000	20550	21250	22700
72	20050	20600	21300	22750
73	20100	20650	21350	22800
74	20150	20700	21400	22850
75	20200	20750	21450	22900
76	20250	20800	21500	22950
77	20300	20850	21550	23000
78	20350	20900	21600	23050
79	20400	20950	21650	23100
80	20450	21000	21700	23150
81	20500	21050	21750	23200
82	20550	21100	21800	23250
83	20600	21150	21850	23300
84	20650	21200	21900	23350
85	20700	21250	21950	23400
86	20750	21300	22000	23450
87	20800	21350	22050	23500
88	20850	21400	22100	23550
89	20900	21450	22150	23600
90	20950	21500	22200	23650
91	21000	21550	22250	23700
92	21050	21600	22300	23750
93	21100	21650	22350	23800
94	21150	21700	22400	23850
95	21200	21750	22450	23900
96	21250	21800	22500	23950
97	21300	21850	22550	24000
98	21350	21900	22600	24050
99	21400	21950	22650	24100
100	21450	22000	22700	24150
101	21500	22050	22750	24200
102	21550	22100	22800	24250
103	21600	22150	22850	24300
104	21650	22200	22900	24350
105	21700	22250	22950	24400
106	21750	22300	23000	24450
107	21800	22350	23050	24500
108	21850	22400	23100	24550
109	21900	22450	23150	24600
110	21950	22500	23200	24650
111	22000	22550	23250	24700
112	22050	22600	23300	24750
113	22100	22650	23350	24800
114	22150	22700	23400	24850
115	22200	22750	23450	24900
116	22250	22800	23500	24950
117	22300	22850	23550	25000
118	22350	22900	23600	25050
119	22400	22950	23650	25100
120	22450	23000	23700	25150
121	22500	23050	23750	25200
122	22550	23100	23800	25250
123	22600	23150	23850	25300
124	22650	23200	23900	25350
125	22700	23250	23950	25400
126	22750	23300	24000	25450
127	22800	23350	24050	25500
128	22850	23400	24100	25550
129	22900	23450	24150	25600
130	22950	23500	24200	25650
131	23000	23550	24250	25700
132	23050	23600	24300	25750
133	23100	23650	24350	25800
134	23150	23700	24400	25850
135	23200	23750	24450	25900
136	23250	23800	24500	25950
137	23300	23850	24550	26000
138	23350	23900	24600	26050
139	23400	23950	24650	26100
140	23450	24000	24700	26150
141	23500	24050	24750	26200

12A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2021.07.20

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 20.07.2021

142	235500	241000	248000	255500
143	236000	241500	248500	257000
144	236500	242000	249000	257500
145	237000	242500	249500	258000
146	237500	243000	250000	258500
147	238000	243500	250500	259000
148	238500	244000	251000	259500
149	239000	244500	251500	260000
150	239500	245000	252000	260500
151	240000	245500	252500	261000
152	240500	246000	253000	261500
153	241000	246500	253500	262000
154	241500	247000	254000	262500
155	242000	247500	254500	263000
156	242500	248000	255000	263500
157	243000	248500	255500	264000
158	243500	249000	256000	264500
159	244000	249500	256500	265000
160	244500	250000	257000	265500
161	245000	250500	257500	266000
162	245500	251000	258000	266500
163	246000	251500	258500	267000
164	246500	252000	259000	267500
165	247000	252500	259500	268000
166	247500	253000	260000	268500
167	248000	253500	260500	269000
168	248500	254000	261000	269500
169	249000	254500	261500	270000
170	249500	255000	262000	270500
171	250000	255500	262500	271000
172	250500	256000	263000	271500
173	251000	256500	263500	272000
174	251500	257000	264000	272500
175	252000	257500	264500	273000
176	252500	258000	265000	273500
177	253000	258500	265500	274000
178	253500	259000	266000	274500
179	254000	259500	266500	275000
180	254500	260000	267000	275500
181	255000	260500	267500	276000
182	255500	261000	268000	276500
183	256000	261500	268500	277000
184	256500	262000	269000	277500
185	257000	262500	269500	278000
186	257500	263000	270000	278500
187	258000	263500	270500	279000
188	258500	264000	271000	279500
189	259000	264500	271500	280000
190	259500	265000	272000	280500
191	260000	265500	272500	281000
192	260500	266000	273000	281500
193	261000	266500	273500	282000
194	261500	267000	274000	282500
195	262000	267500	274500	283000
196	262500	268000	275000	283500
197	263000	268500	275500	284000
198	263500	269000	276000	284500
199	264000	269500	276500	285000
200	264500	270000	277000	285500
201	265000	270500	277500	286000
202	265500	271000	278000	286500
203	266000	271500	278500	287000
204	266500	272000	279000	287500
205	267000	272500	279500	288000
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207	268000	273500	280500	289000
208	268500	274000	281000	289500
209	269000	274500	281500	290000
210	269500	275000	282000	290500
211	270000	275500	282500	291000
212	270500	276000	283000	291500
213	271000	276500	283500	292000
214	271500	277000	284000	292500
215	272000	277500	284500	293000
216	272500	278000	285000	293500

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21.9	274000	274500	275000	275500
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22.1	275000	275500	276000	276500
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22.3	276000	276500	277000	277500
22.4	276500	277000	277500	278000
22.5	277000	277500	278000	278500
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23.0	279500	280000	280500	281000
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23.2	280500	281000	281500	282000
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23.4	281500	282000	282500	283000
23.5	282000	282500	283000	283500
23.6	282500	283000	283500	284000
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23.9	284000	284500	285000	285500
24.0	284500	285000	285500	286000
24.1	285000	285500	286000	286500
24.2	285500	286000	286500	287000
24.3	286000	286500	287000	287500
24.4	286500	287000	287500	288000
24.5	287000	287500	288000	288500
24.6	287500	288000	288500	289000
24.7	288000	288500	289000	289500
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24.9	289000	289500	290000	290500
25.0	289500	290000	290500	291000
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25.2	290500	291000	291500	292000
25.3	291000	291500	292000	292500
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25.5	292000	292500	293000	293500
25.6	292500	293000	293500	294000
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26.8	298500	299000	299500	300000
26.9	299000	299500	300000	300500
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27.2	300500	301000	301500	302000
27.3	301000	301500	302000	302500
27.4	301500	302000	302500	303000
27.5	302000	302500	303000	303500
27.6	302500	303000	303500	304000
27.7	303000	303500	304000	304500
27.8	303500	304000	304500	305000
27.9	304000	304500	305000	305500
28.0	304500	305000	305500	306000
28.1	305000	305500	306000	306500
28.2	305500	306000	306500	307000
28.3	306000	306500	307000	307500
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28.8	308500	309000	309500	310000
28.9	309000	309500	310000	310500
29.0	309500	310000	310500	311000
29.1	310000	310500	311000	311500
29.2	310500	311000	311500	312000
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29.9	314000	314500	315000	315500
30.0	314500	315000	315500	316000
30.1	315000	315500	316000	316500
30.2	315500	316000	316500	317000
30.3	316000	316500	317000	317500
30.4	316500	317000	317500	318000
30.5	317000	317500	318000	318500
30.6	317500	318000	318500	319000
30.7	318000	318500	319000	319500
30.8	318500	319000	319500	320000
30.9	319000	319500	320000	320500
31.0	319500	320000	320500	321000

293	31050	31600	32300	33150
293	31100	31650	32350	33200
294	31150	31700	32400	33250
295	31200	31750	32450	33300
296	31250	31800	32500	33350
297	31300	31850	32550	33400
298	31350	31900	32600	33450
299	31400	31950	32650	33500
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306	31750	32300	33000	33850
307	31800	32350	33050	33900
308	31850	32400	33100	33950
309	31900	32450	33150	34000
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314	32150	32700	33400	34250
315	32200	32750	33450	34300
316	32250	32800	33500	34350
317	32300	32850	33550	34400
318	32350	32900	33600	34450
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322	32550	33100	33800	34650
323	32600	33150	33850	34700
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331	33000	33550	34250	35100
332	33050	33600	34300	35150
333	33100	33650	34350	35200
334	33150	33700	34400	35250
335	33200	33750	34450	35300
336	33250	33800	34500	35350
337	33300	33850	34550	35400
338	33350	33900	34600	35450
339	33400	33950	34650	35500
340	33450	34000	34700	35550
341	33500	34050	34750	35600
342	33550	34100	34800	35650
343	33600	34150	34850	35700
344	33650	34200	34900	35750
345	33700	34250	34950	35800
346	33750	34300	35000	35850
347	33800	34350	35050	35900
348	33850	34400	35100	35950
349	33900	34450	35150	36000
350	33950	34500	35200	36050
351	34000	34550	35250	36100
352	34050	34600	35300	36150
353	34100	34650	35350	36200
354	34150	34700	35400	36250
355	34200	34750	35450	36300
356	34250	34800	35500	36350
357	34300	34850	35550	36400
358	34350	34900	35600	36450
359	34400	34950	35650	36500
360	34450	35000	35700	36550
361	34500	35050	35750	36600
362	34550	35100	35800	36650
363	34600	35150	35850	36700
364	34650	35200	35900	36750
365	34700	35250	35950	36800
366	34750	35300	36000	36850

367	348000	35350	36050	36300
368	348500	35400	36100	36350
369	349000	35450	36150	37000
370	349500	35500	36200	37050
371	350000	35550	36250	37500
372	350500	35600	36300	37550
373	351000	35650	36350	37200
374	351500	35700	36400	37250
375	352000	35750	36450	37300
376	352500	35800	36500	37350
377	353000	35850	36550	37400
378	353500	35900	36600	37450
379	354000	35950	36650	37500
380	354500	36000	36700	37550
381	355000	36050	36750	37600
382	355500	36100	36800	37650
383	356000	36150	36850	37700
384	356500	36200	36900	37750
385	357000	36250	36950	37800
386	357500	36300	37000	37850
387	358000	36350	37050	37900
388	358500	36400	37100	37950
389	359000	36450	37150	38000
390	359500	36500	37200	38050
391	360000	36550	37250	38100
392	360500	36600	37300	38150
393	361000	36650	37350	38200
394	361500	36700	37400	38250
395	362000	36750	37450	38300
396	362500	36800	37500	38350
397	363000	36850	37550	38400
398	363500	36900	37600	38450
399	364000	36950	37650	38500
400	364500	37000	37700	38550
401	365000	37050	37750	38600
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403	366000	37150	37850	38700
404	366500	37200	37900	38750
405	367000	37250	37950	38800
406	367500	37300	38000	38850
407	368000	37350	38050	38900
408	368500	37400	38100	38950
409	369000	37450	38150	39000
410	369500	37500	38200	39050
411	370000	37550	38250	39100
412	370500	37600	38300	39150
413	371000	37650	38350	39200
414	371500	37700	38400	39250
415	372000	37750	38450	39300
416	372500	37800	38500	39350
417	373000	37850	38550	39400
418	373500	37900	38600	39450
419	374000	37950	38650	39500
420	374500	38000	38700	39550
421	375000	38050	38750	39600
422	375500	38100	38800	39650
423	376000	38150	38850	39700
424	376500	38200	38900	39750
425	377000	38250	38950	39800
426	377500	38300	39000	39850
427	378000	38350	39050	39900
428	378500	38400	39100	39950
429	379000	38450	39150	40000
430	379500	38500	39200	40050
431	380000	38550	39250	40100
432	380500	38600	39300	40150
433	381000	38650	39350	40200
434	381500	38700	39400	40250
435	382000	38750	39450	40300
436	382500	38800	39500	40350
437	383000	38850	39550	40400
438	383500	38900	39600	40450
439	384000	38950	39650	40500
440	384500	39000	39700	40550
441	385000	39050	39750	40600

443	335500	335100	335500	406500
443	335600	335150	335650	406700
444	335650	335200	335700	406750
445	335700	335250	335750	406800
446	335750	335300	335800	406850
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465	336700	336250	336750	407800
466	336750	336300	336800	407850
467	336800	336350	336850	407900
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479	337400	336950	337450	408500
480	337450	337000	337500	408550
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482	337550	337100	337600	408650
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485	337700	337250	337750	408800
486	337750	337300	337800	408850
487	337800	337350	337850	408900
488	337850	337400	337900	408950
489	337900	337450	337950	409000
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495	338200	337750	338250	409300
496	338250	337800	338300	409350
497	338300	337850	338350	409400
498	338350	337900	338400	409450
499	338400	337950	338450	409500
500	338450	338000	338500	409550
501	338500	338050	338550	409600
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503	338600	338150	338650	409700
504	338650	338200	338700	409750
505	338700	338250	338750	409800
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512	339050	338600	339100	410150
513	339100	338650	339150	410200
514	339150	338700	339200	410250
515	339200	338750	339250	410300
516	339250	338800	339300	410350

5.17	423500	425500	435500	445500
5.18	423550	425550	435550	445550
5.19	424000	425550	435550	445550
5.20	424500	430000	437000	445550
5.21	425000	430000	437500	445550
5.22	425500	431000	438000	445550
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5.27	428000	433500	440500	449000
5.28	428500	434000	441000	449500
5.29	429000	434500	441500	450000
5.30	429500	435000	442000	450500
5.31	430000	435500	442500	451000
5.32	430500	436000	443000	451500
5.33	431000	436500	443500	452000
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5.38	433500	439000	446000	454500
5.39	434000	439500	446500	455000
5.40	434500	440000	447000	455500
5.41	435000	440500	447500	456000
5.42	435500	441000	448000	456500
5.43	436000	441500	448500	457000
5.44	436500	442000	449000	457500
5.45	437000	442500	449500	458000
5.46	437500	443000	450000	458500
5.47	438000	443500	450500	459000
5.48	438500	444000	451000	459500
5.49	439000	444500	451500	460000
5.50	439500	445000	452000	460500

SECOND SCHEDULE**I. Bonus Paid in December**

The employees who have completed one year of service, will be entitled for a bonus payment made in the month of December.

II. Bonus paid in March

The employees who have 15 days or more unauthorized absence during the previous calendar year will not be entitled to the bonus payment made in the month of March.

III. Bonus paid in April

a. The employees who have 5 days or more unauthorized absence during the previous calendar year will not be entitled to the bonus payment made in the month of April.

b. Employees who have half day (0.5) or more but less than 4.5 days of unauthorized absence during the previous calendar year will be entitled to half payment (50%) of bonus payment made in the month of April.

IV. Attendance Incentive Bonus (Paid in the month of April)

Employees who have a half day or more unauthorized absence during the previous calendar year will not be entitled to the attendance incentive bonus paid in the month of April.

Summery Table

<i>Unauthorized Leave Days</i>	<i>Loss of Bonus</i>	<i>Entitled Bonus</i>
Above 15 Days	March, April and Attendance incentive Bonus	December
5 - 14.5 Days	April Bonus (1) and Attendance Incentive Bonus	December and March
0.5 - 4.5 days	April bonus (0.5) and attendance Incentive Bonus	December, March Full bonus and 0.5 April Bonus.

07-717

My No.: සාගි/එතු/3/2020.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Employers Federation of Ceylon, No. 385 J 3, Old Kotte Road, Rajagiriya of the one part and the Ceylon Estate Staffs Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 06th November 2019 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd June, 2021.

Collective Agreement No. 29 of 2020

Collective Agreement - Clerical Staff

THIS COLLECTIVE AGREEMENT made and entered into between the Employers Federation of Ceylon, No. 385 J 3, Old Kotte Road, Rajagiriya of the first part, and the Ceylon Estate Staffs' Union of No 6, Aloe Avenue, Colombo 3 of the second part on this 6th day of November, Two thousand nineteen witnesseth as follows.

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

2. **Employers Covered and Bound** - This Agreement shall bind the members of the Employer's Federation of Ceylon, whose names are contained in shedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be according to context, for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

3. **Union and Employees Covered and Bound** - This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by the members of the Federation referred to in schedule I on monthly contracts of employment and in respect of whom salary ranges are precribed in schedule II hereon.

4. **Earlier Agreements** - This provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the 'dispute committee' and thereafter to the Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'dispute committee', but the party of the second part shall not be entitled to take trade union action on the basis of the existance of any such alleged term or condition.

5. **Date of Operation and Duration**- Subject to any provisions to the contrary, this Agreement shall be effective from 1st October 2019 and shall thereafter continue in force unless terminated by either party by giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give such notice to the other before 30th September 2022.

6. General Terms and Conditions-

- (i) The revised terms and conditions relating to this Agreement shall only come into force on the 1st October 2019 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.
- (ii) Grading of employees covered shall be at the discretion of the Employer.
- (iii) Upon completion of 10 years of service under the same employer, Administrative Officers shall be re-designated as 'Special Grade Administrative Officers' with a minimum of one (1) increment.
- (iv) Upon completion of 10 years satisfactory service under the same employer, Junior Clerks shall be re-designated as clerks, with a minimum of one (1) increment.
- (v) Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy the same.

7. First Appointment -

- (i) 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.
- (ii) All designations of new recruits should be as specified under schedule II hereof.

- (iii) Storekeepers are to be placed in a grade that is comparable to those in the clerical grade on salary applicable to clerks.

8. **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 not with standing there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate his/her service without notice or assigning reasons therefor.

9. **Attendance at Work** – Unless otherwise specifically instructed by the 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 Action Allowance of Rupees Two Thousand Five Hundred (Rs. 2500/-) per mensem. When confirmed, this acting allowance shall be added to the salary.
- (iv) When promoting an employee to a senior position, a salary increase of minimum one (1) increment shall be granted.
- (v) If an employee obtains a work-related course certificate from National Institute of Plantation Management (other than the courses initiated by the company) as approved by the management, such employee shall be granted special increments with reimbursement of course fee and to be considered for a higher position.

11. **Salaries** –

1. The salaries payable to the employees covered and bound by this Agreement with effect from 1st October 2019 shall be as follows:
 - (i) With effect from 1st October 2019, the salaries of all employees in employment shall be increased by 25% based on last drawn salary.
 - (ii) Employees who reach the maximum salary point depicted in the scale will continue to receive annual increments if they continue to remain within the same category.
 - (iii) In the case of Stenographers/Clerical staff and Storekeepers/Clerical staff who are entitled to an allowance on account of work as a Stenographer or Storekeeper, as the case may be, such employee shall continue to receive his/her. The allowance 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.
 - (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this Agreement.

(v) Subject to the provisions set out in clause 6(i) above, the Regional Plantations Companies covered and bound shall pay the revised salaries in the month of October 2019.

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

Junior Clerk	-	Rs 1,234+10% = Rs 1,350
Clerk	-	Rs 1,307+10% = Rs 1,450
Senior Clerk	-	Rs 1,525+10% = Rs 1,700
Administrative Officer	-	Rs 1,670+10% = Rs 1,850
Special Grade Admin. Officer	-	Rs 1,742+10% = Rs 1,900

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

12. *Annual Increments* -

(i) 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.

ii. 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.

iii. Revised annual increments shall be paid as stated below to all employees in employment as on 1st October 2019.

	2019/20	2020/21	2021/22
Junior Clerk	Rs600/-	Rs600/-	Rs675/-
Clerk	Rs700/-	Rs700/-	Rs825/-
Storekeeper	Rs700/-	Rs700/-	Rs825/-
Senior Clerk	Rs850/-	Rs850/-	Rs1025/-
Admin Officer	Rs1350/-	Rs1350/-	Rs1575/-
Special Grade Admin Officer	Rs1700/-	Rs1700/-	Rs2025/-

13. *Hours of Work And Overtime* - 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 as per the provisions of the Shop & Office Employees' Act.

14. *Weekly and Poya Holidays* - An employee will be entitled to weekly holidays on Saturday half-day and Sunday full day as provided in the Shop & Office Employees Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

15. *Statutory Holidays* - An employees covered by this Agreement will be entitled to statutory holidays as provided in the Shop & Office Employees' Act.

Tamil Thai Pongal Day
National Day

Day Prior to Sinhala & Tamil New Year
 Sinhala & Tamil New Year Day
 May Day
 Day Following Vesak Full Moon Poya Day
 Holy Prophet's Birthday (Milad - Un- Nabi)
 Christmas Day

Payment for work on such holidays shall be remunerated according to the provisions of the Shop & Office Employees' Act.

16. *Leave* -

- 1 **Annual Leave** - shall be granted as prescribed in the Shop & Office Employees Act. All employees with more than 20 years' service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefits; this right shall not extend to any employee recruited after 1st September 1993. Annual leave not utilized in any one year shall not be carried over to the next year.
- 2 **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 utilized in any one year will not be carried over to the next year.
- 3 (i) **Sick Leave** - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.
- (iii) In the case of an employee whose terms presently permit a higher quantum of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him/her.

4 **Maternity Leave**

Maternity leave will be as per the provisions of the Shop & Office Employees' Act. Accordingly, 84 Working days of maternity leave will be granted on a live child birth.

17. *Administrative Transfers*-

- i 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.
- ii Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three (3) calendar month's notice in writing on or before 30th September.
- iii Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
- iv The transfers of Employees whose children are to be admitted to Grade 1 in School also will be considered on a case- by-case basis.

- v No employee shall be transferred from one plantation company to another managed by the same management company, without the consent of the employee.
- vi No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- vii The provisions of sub-clauses (i), (ii), (iii) and (iv) above shall not apply to transfers on disciplinary grounds, but the management shall give reasonable notice, depending on the circumstances of each case.

18. Age of Retirement -

- (i) Unless the letter of appointment specifies a higher retiral age, the age of retirement shall be 60 years and will be applicable to those who are in employment as at the date of signing this Agreement.
- (ii) However, an Employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose 'unsatisfactory work performance' shall include any act of misconduct in respect of which disciplinary action has been taken.
- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

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

20. Disciplinary Inquiries-

- (i) 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.
- (ii) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (iii) 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.
- (iv) 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 or 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.
- (v) 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.

- (vi) The employer shall endeavor to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for 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.
- (vii) 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.

21. *Suspension Pending Disciplinary Inquiries-*

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

22. *Suspension as a Measure of Punishment-*

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

23. *Variations of Terms and Conditions of Employment & Disputes*

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

24. Disputes Resolution Committee - It is agreed by parties that the Disputes Resolution Committee' will meet once in three months to resolve any dispute that may arise in relation to any violation of the provisions of this Agreement. However, in case of an urgent necessity a meeting will be held with two weeks' notice if requested by either party. Decisions arrived at the Dispute Resolution Committee shall be implemented within a period agreed between the parties.

25. Duty Leave -

- (i) 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.
- (ii) 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 (i) above, the Federation will attempt to effect an amicable settlement between parties.
- (iii) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (iv) By arrangement with their respective Employers, Two Vice Presidents of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two vice presidents shall not exceed twelve days in any one year.
- (v) By arrangement with their respective employers, Branch Chairman and Sub-branch Chairman of the Union shall be allowed twelve days duty leave which may be shared, with the respective Branch Secretaries on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.
- (vi) Duty leave shall be granted to one employee selected from amongst all staff categories per estate selected by the union to attend seminars and workshops conducted by the union or any other labour related institute on not more than two occasion in a year for a period not exceeding four (4) days. The union shall inform the employers in writing the requirement of duty leave required in terms of this clause.

Part II

1. The Regional Plantation Companies covered and bound by this Agreement more fully described in schedule I to this Agreement undertake to discuss with the union to resolve any issues relevant to employees in a situation of amalgamation/ sub-leasing of estates/divisions/factories prior to such situations. However, the relevant regional plantation company will continue to be the employer of such employees.

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

Elevation below 4,500 feet (Factory Elevation)

Senior staff	- 140 units
Junior staff	- 100 units

Elevation above 4,500 feet (Factory Elevation)

Senior staff	- 170 units
Junior staff	- 130 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

Kerosene - Employer shall provide 25 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

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** -

- (i) With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 100,000 as funeral expenses.
- (ii) The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
- (iii) 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** -

- (i) The Employee contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%.
- (ii) 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.


6. **Union Subscription** -

- (i) The Employer agrees, on the written request of an employee, to deduct from the wages due to such employee, the current monthly union subscription as specified by the employee, to be payable monthly by the employee to the union and remit the amount so deducted to the union by the following month, till such time the employee maintains his request.
- (ii) In the event of the union being representative of less than 40% of the employees, no remittance in respect of check-off would be made thereafter.

INTERPRETATION

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

In Witness whereof the parties at
of November, Two Thousand and


.....
Brathiya Bulumulla
Chairman
Plantation Services Employers


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W M K L Weerasinghe
Director General
The Employers' Federation of

Witnesses

1.


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Binesh Pananwala
Director / CEO
Watawala Plantations PLC

2.


.....
Sunil Poholiyadda
Managing Director
Lankem Tea & Rubber Plantat

3.


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

SCHEDULE I

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

SCHEDULE II

Clerical Staff Salary Ranges

	Previous Salary	Present Salary with 25%	Proposed Initial Salary	Increment 2019/20 & 2021/22 2020/21	
Junior Clerk	Rs. 24,100	Rs. 30,125	Rs.30,125	Rs. 600	Rs. 675
Clerk	Rs. 24,350	Rs. 30,438	Rs. 30,440	Rs. 700	Rs. 825
Stores Keeper	Rs. 24,350	Rs. 30,438	Rs. 30,440	Rs. 700	Rs. 825
Senior Clerk	Rs. 24,600	Rs. 30,750	Rs. 30,750	Rs. 850	Rs. 1,025
Admin. Officer	Rs. 25,850	Rs. 32,313	Rs. 32,320	Rs. 1,350	Rs. 1,575
Special Grade Admin Officer	Rs. 31,100	Rs. 38,875	Rs. 38,880	Rs. 1,700	Rs. 2,025

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