

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 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 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 (I) 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 employer undertakes to discuss with unions to resolve any issues relevant to employees in a situation of amalgamation of estates or divisions.

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

*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 dependants will be paid a sum of Rs. 10,000/- 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.

#### 24. *Interpretation*

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

In Witness whereof the parties aforesaid have hereunto set their hands at Colombo on this Eleventh day of March Two Thousand and Four.

LALITH OBEYSEKERE  
 Chairman  
 Plantation Services Employers' Group

K. A. P. DHARMARATNE  
 President  
 Ceylon Estate Staffs' Union

G. K. B. DASANAYAKA  
 Director General  
 The Employers' Federation of Ceylon

GAMINI SARANANDA DE SILVA  
 President  
 National Estates Services Union

WITNESSES	WITNESSES
1.	1.
V. CONESOMY	Mr. NATH AMARASINGHE General Secretary Ceylon Estate Staffs' Union
2	2.
M. ALUVIHARE	Mr. M. S. A. H. MOHIDEEN General Secretary National Estates Services Union

*SCHEDULE I*

Agalawatte Plantations Limited  
Agrapata Plantations Limited  
Balangoda Plantations Limited  
Bogawantalawa Plantations Limited  
Elpitiya Plantations Limited  
Hapugastenna Plantations Limited  
Horana Plantations Limited  
Kahawatte Plantations Limited  
Kegalle Plantations Limited  
Kelani Valley Plantations Limited  
Kotagala Plantations Limited  
Madulsima Plantations Limited  
Malwate Valley Plantations Limited  
Maskeliya Plantations Limited  
Maturata Plantations Limited  
Nemunukula Plantations Limited  
Pussellawa Plantations Limited  
Talawakelle Plantations Limited  
Udapussellawa Plantations Limited  
Watawala Plantations Limited

*SCHEDULE II*

SUPERVISORY STAFF – SALARY SCALES

<i>Stage</i>	<i>Jr. Asst. Field Officer</i>	<i>Asst. Field Officer</i>	<i>Field Officer</i>	<i>Field Officer Sp. Grade</i>
	<i>Rs. Cts.</i>	<i>Rs. Cts.</i>	<i>Rs. Cts.</i>	<i>Rs. Cts.</i>
1	4,220 00	4,500 00	5,065 00	7,595 00
2	4,275 00	4,575 00	5,165 00	7,845 00
3	4,330 00	4,650 00	5,265 00	8,095 00
4	4,385 00	4,725 00	5,365 00	8,345 00
5	4,440 00	4,800 00	5,465 00	8,595 00
6	4,495 00	4,875 00	5,565 00	8,845 00
7	4,550 00	4,950 00	5,665 00	9,095 00
8	4,605 00	5,025 00	5,765 00	9,345 00
9	4,660 00	5,100 00	5,865 00	9,595 00
10	4,715 00	5,175 00	5,965 00	9,845 00
11	4,770 00	5,250 00	6,065 00	10,095 00
12	4,825 00 50 × 55	5,325 00 50 × 75	6,165 00 50 × 100	10,345 00 40 × 250
13	4,880 00	5,400 00	6,265 00	10,595 00
14	4,935 00	5,475 00	6,365 00	10,845 00
15	4,990 00	5,550 00	6,465 00	11,095 00
16	5,045 00	5,625 00	6,565 00	11,345 00
17	5,100 00	5,700 00	6,665 00	11,595 00
18	5,155 00	5,775 00	6,765 00	11,845 00
19	5,210 00	5,850 00	6,865 00	12,095 00
20	5,265 00	5,925 00	6,965 00	12,345 00
21	5,320 00	6,000 00	7,065 00	12,595 00
22	5,375 00	6,075 00	7,165 00	12,845 00
23	5,430 00	6,150 00	7,265 00	13,095 00
24	5,485 00	6,225 00	7,365 00	13,345 00
25	5,540 00	6,300 00	7,465 00	13,595 00
26	5,595 00	6,375 00	7,565 00	13,845 00
27	5,650 00	6,450 00	7,665 00	14,095 00
28	5,705 00	6,525 00	7,765 00	14,345 00
29	5,760 00	6,600 00	7,865 00	14,595 00
30	5,815 00	6,675 00	7,965 00	14,845 00
31	5,870 00	6,750 00	8,065 00	15,095 00
32	5,925 00	6,825 00	8,165 00	15,345 00
33	5,980 00	6,900 00	8,265 00	15,595 00
34	6,035 00	6,975 00	8,365 00	15,845 00
35	6,090 00	7,050 00	8,465 00	16,095 00
36	6,145 00	7,125 00	8,565 00	16,345 00
37	6,200 00	7,200 00	8,665 00	16,595 00
38	6,255 00	7,275 00	8,765 00	16,845 00
39	6,310 00	7,350 00	8,865 00	17,095 00
40	6,365 00	7,425 00	8,965 00	17,345 00
41	6,420 00	7,500 00	9,065 00	17,595 00
42	6,475 00	7,575 00	9,165 00	17,845 00
43	6,530 00	7,650 00	9,265 00	18,095 00
44	6,585 00	7,725 00	9,365 00	18,345 00
45	6,640 00	7,800 00	9,465 00	18,595 00
46	6,695 00	7,875 00	9,565 00	18,845 00
47	6,750 00	7,950 00	9,665 00	19,095 00
48	6,805 00	8,025 00	9,765 00	19,345 00
49	6,860 00	8,100 00	9,865 00	
50	6,915 00	8,175 00	9,965 00	
51	6,970 00	8,250 00	10,065 00	

## SCHEDULE III

## SUPERVISORY STAFF - SALARY SCALES

## JUNIOR ASSISTANT FIELD OFFICER

Scale prior to 01/10/2003		Placement on New Scale			
Stage	Rs. Cts.	12.5%	After Addition of 12.5% increase	Stage	New Scale
1	3,750.00	468.75	4,218.75	1	4,220.00
2	3,805.00	475.63	4,280.63	3	4,330.00
3	3,860.00	482.50	4,342.50	4	4,385.00
4	3,915.00	489.38	4,404.38	5	4,440.00
5	3,970.00	496.25	4,466.25	6	4,495.00
6	4,025.00	503.13	4,528.13	7	4,550.00
7	4,080.00	510.00	4,590.00	8	4,605.00
8	4,135.00	516.88	4,651.88	9	4,660.00
9	4,190.00	523.75	4,713.75	10	4,715.00
10	4,245.00	530.63	4,775.63	12	4,825.00
11	4,300.00	537.50	4,837.50	13	4,880.00
12	4,355.00	544.38	4,899.38	14	4,935.00
13	4,410.00	551.25	4,961.25	15	4,990.00
14	4,465.00	558.13	5,023.13	16	5,045.00
15	4,520.00	565.00	5,085.00	17	5,100.00
16	4,575.00	571.88	5,146.88	18	5,155.00
17	4,630.00	578.75	5,208.75	19	5,210.00
18	4,685.00	585.63	5,270.63	21	5,320.00
19	4,740.00	592.50	5,332.50	22	5,375.00
20	4,795.00	599.38	5,394.38	23	5,430.00
21	4,850.00	606.25	5,456.25	24	5,485.00
22	4,905.00	613.13	5,518.13	25	5,540.00
23	4,960.00	620.00	5,580.00	26	5,595.00
24	5,015.00	626.88	5,641.88	27	5,650.00
25	5,070.00	633.75	5,703.75	28	5,705.00
26	5,125.00	640.63	5,765.63	29	5,760.00
27	5,180.00	647.50	5,827.50	31	5,870.00
28	5,235.00	654.38	5,889.38	32	5,925.00
29	5,290.00	661.25	5,951.25	33	5,980.00
30	5,345.00	668.13	6,013.13	34	6,035.00
31	5,400.00	675.00	6,075.00	35	6,090.00
32	5,455.00	681.88	6,136.88	36	6,145.00
33	5,510.00	688.75	6,198.75	37	6,200.00
34	5,565.00	695.63	6,260.63	39	6,310.00
35	5,620.00	702.50	6,322.50	40	6,365.00
36	5,675.00	709.38	6,384.38	41	6,420.00
37	5,730.00	716.25	6,446.25	42	6,475.00
38	5,785.00	723.13	6,508.13	43	6,530.00
39	5,840.00	730.00	6,570.00	44	6,585.00
40	5,895.00	736.88	6,631.88	45	6,640.00
41	5,950.00	743.75	6,693.75	46	6,695.00
42	6,005.00	750.63	6,755.63	48	6,805.00
43	6,060.00	757.50	6,817.50	49	6,860.00
44	6,115.00	764.38	6,879.38	50	6,915.00
45	6,170.00	771.25	6,941.25	51	6,970.00
46	6,225.00	778.13	7,003.13		
47	6,280.00	785.00	7,065.00		
48	6,335.00	791.88	7,126.88		
49	6,390.00	798.75	7,188.75		
50	6,445.00	805.63	7,250.63		
51	6,500.00	812.50	7,312.50		