

SCALE PRIOR TO 01.10.2003				PLACEMENT ON NEW SCALES	
Stage	Pharmacist/ Junior Estate Medical Assistant	12.50%	After Addition of 12.5% Increase	Stage	New Scale
(Contd.)	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.
27	6,900 00	862 50	7,762 50	31	7,840 00
28	7,000 00	875 00	7,875 00	32	7,940 00
29	7,100 00	887 50	7,987 50	33	8,040 00
30	7,200 00	900 00	8,100 00	34	8,140 00
31	7,300 00	912 50	8,212 50	35	8,240 00
32	7,400 00	925 00	8,325 00	36	8,340 00
33	7,500 00	937 50	8,437 50	37	8,440 00
34	7,600 00	950 00	8,550 00	39	8,640 00
35	7,700 00	962 50	8,662 50	40	8,740 00
36	7,800 00	975 00	8,775 00	41	8,840 00
37	7,900 00	987 50	8,887 50	42	8,940 00
38	8,000 00	1,000 00	9,000 00	43	9,040 00
39	8,100 00	1,012 50	9,112 50	44	9,140 00
40	8,200 00	1,025 00	9,225 00	45	9,240 00
41	8,300 00	1,037 50	9,337 50	46	9,340 00
42	8,400 00	1,050 00	9,450 00	48	
43	8,500 00	1,062 50	9,562 50	49	
44	8,600 00	1,075 00	9,675 00	50	
45	8,700 00	1,087 50	9,787 50	51	
46	8,800 00	1,100 00	9,900 00		
47	8,900 00	1,112 50	10,012 50		
48	9,000 00	1,125 00	10,125 00		
49	9,100 00	1,137 50	10,237 50		
50	9,200 00	1,150 00	10,350 00		
51	9,300 00	1,162 50	10,462 50		

ESTATE MEDICAL PRACTITIONER

SCALE PRIOR TO 01.10.2003				PLACEMENT ON NEW SCALE	
Stage		12.50%	After Addition of 12.5%	Stage	New Scale
	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.
1	5,000 00	625 00	5,625 00	1	5,625 00
2	5,200 00	650 00	5,850 00	2	5,825 00
3	5,400 00	675 00	6,075 00	3	6,025 00
4	5,600 00	700 00	6,300 00	4	6,225 00
5	5,800 00	725 00	6,525 00	6	6,625 00
6	6,000 00	750 00	6,750 00	7	6,825 00
7	6,200 00	775 00	6,975 00	8	7,025 00
8	6,400 00	800 00	7,200 00	9	7,225 00
9	6,600 00	825 00	7,425 00	10	7,425 00
10	6,800 00	850 00	7,650 00	11	7,625 00
11	7,000 00	875 00	7,875 00	12	7,825 00
12	7,200 00	900 00	8,100 00	13	8,025 00
13	7,400 00	925 00	8,325 00	15	8,225 00
14	7,600 00	950 00	8,550 00	16	8,625 00
15	7,800 00	975 00	8,775 00	17	8,825 00
16	8,000 00	1,000 00	9,000 00	18	9,025 00

SCALE PRIOR TO 01.10.2003				PLACEMENT ON NEW SCALE	
Stage		12.50%	After Addition of 12.5%	Stage	New Scale
(Contd.)	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.
17	8,200 00	1,025 00	9,225 00	19	9,225 00
18	8,400 00	1,050 00	9,450 00	20	9,425 00
19	8,600 00	1,075 00	9,675 00	21	9,625 00
20	8,800 00	1,100 00	9,900 00	22	9,825 00
21	9,000 00	1,125 00	10,125 00	24	10,225 00
22	9,200 00	1,150 00	10,350 00	25	10,425 00
23	9,400 00	1,175 00	10,575 00	26	10,625 00
24	9,600 00	1,200 00	10,800 00	27	10,825 00
25	9,800 00	1,225 00	11,025 00	28	11,025 00
26	10,000 00	1,250 00	11,250 00	29	11,225 00
27	10,200 00	1,275 00	11,475 00	30	11,425 00
28	10,400 00	1,300 00	11,700 00	31	11,625 00
29	10,600 00	1,325 00	11,925 00	33	12,025 00
30	10,800 00	1,350 00	12,150 00	34	12,225 00
31	11,000 00	1,375 00	12,375 00	35	12,425 00
32	11,200 00	1,400 00	12,600 00	36	12,625 00
33	11,400 00	1,425 00	12,825 00	37	12,825 00
34	11,600 00	1,450 00	13,050 00	38	13,025 00
35	11,800 00	1,475 00	13,275 00	39	13,225 00
36	12,000 00	1,500 00	13,500 00	40	13,425 00
37	12,200 00	1,525 00	13,725 00	42	13,825 00
38	12,400 00	1,550 00	13,950 00	43	14,025 00
39	12,600 00	1,575 00	14,175 00	44	14,225 00
40	12,800 00	1,600 00	14,400 00	45	14,425 00
41	13,000 00	1,625 00	14,625 00	46	14,625 00
42	13,200 00	1,650 00	14,850 00	47	14,825 00
43	13,400 00	1,675 00	15,075 00	48	15,025 00
44	13,600 00	1,700 00	15,300 00	49	15,225 00
45	13,800 00	1,725 00	15,525 00	51	15,625 00
46	14,000 00	1,750 00	15,750 00		
47	14,200 00	1,775 00	15,975 00		
48	14,400 00	1,800 00	16,200 00		
49	14,600 00	1,825 00	16,425 00		
50	14,800 00	1,850 00	16,650 00		
51	15,000 00	1,875 00	16,875 00		

50 × 200

MEDICAL PRACTITIONER				PLACEMENT ON NEW SCALE	
SCALE PRIOR TO 01.10.2003				PLACEMENT ON NEW SCALE	
Stage		12.50%	After Addition of 12.5% increase	Stage	New Scale
	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.
1	8,000 00	1,000 00	9,000 00	1	9,000 00
2	8,300 00	1,037 50	9,337 50	2	9,300 00
3	8,600 00	1,075 00	9,675 00	3	9,600 00
4	8,900 00	1,112 50	10,012 50	4	9,900 00
5	9,200 00	1,150 00	10,350 00	6	10,500 00
6	9,500 00	1,187 50	10,687 50	7	10,800 00
7	9,800 00	1,225 00	11,025 00	8	11,100 00
8	10,100 00	1,262 50	11,362 50	9	11,400 00
9	10,400 00	1,300 00	11,700 00	10	11,700 00
10	10,700 00	1,337 50	12,037 50	11	12,000 00
11	11,000 00	1,375 00	12,375 00	12	12,300 00

40 × 300

MEDICAL PRACTITIONER

SCALE PRIOR TO 01/10/2003				PLACEMENT ON NEW SCALE	
Stage		12.50%	After Addition of 12.5% increase	Stage	New Scale
	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.
12	11,300 00	1,412 50	12,712 50	13	12,600 00
13	11,600 00	1,450 00	13,050 00	15	13,200 00
14	11,900 00	1,487 50	13,387 50	16	13,500 00
15	12,200 00	1,525 00	13,725 00	17	13,800 00
16	12,500 00	1,562 50	14,062 50	18	14,100 00
17	12,800 00	1,600 00	14,400 00	19	14,400 00
18	13,100 00	1,637 50	14,737 50	20	14,700 00
19	13,400 00	1,675 00	15,075 00	21	15,000 00
20	13,700 00	1,712 50	15,412 50	22	15,300 00
21	14,000 00	1,750 00	15,750 00	24	15,900 00
22	14,300 00	1,787 50	16,087 50	25	16,200 00
23	14,600 00	1,825 00	16,425 00	26	16,500 00
24	14,900 00	1,862 50	16,762 50	27	16,800 00
25	15,200 00	1,900 00	17,100 00	28	17,100 00
26	15,500 00	1,937 50	17,437 50	29	17,400 00
27	15,800 00	1,975 00	17,775 00	30	17,700 00
28	16,100 00	2,012 50	18,112 50	31	18,000 00
29	16,400 00	2,050 00	18,450 00	33	18,600 00
30	16,700 00	2,087 50	18,787 50	34	18,900 00
31	17,000 00	2,125 00	19,125 00	35	19,200 00
32	17,300 00	2,162 50	19,462 50	36	19,500 00
33	17,600 00	2,200 00	19,800 00	37	19,800 00
34	17,900 00	2,237 50	20,137 50	38	20,100 00
35	18,200 00	2,275 00	20,475 00	39	20,400 00
36	18,500 00	2,312 50	20,812 50	40	20,700 00
37	18,800 00	2,350 00	21,150 00	42	21,300 00
38	19,100 00	2,387 50	21,487 50	43	21,600 00
39	19,400 00	2,425 00	21,825 00	44	21,900 00
40	19,700 00	2,462 50	22,162 50	45	22,200 00
41	20,000 00	2,500 00	22,500 00	46	22,500 00

07 – 428

My No. : CA/Application/07/2004.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Employers' Federation of Ceylon, 385, J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 3 and the National Estates Services Union, No. 60, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya of the other part on 11th March, 2004 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
26th April, 2004.

Collective Agreement No. 14 of 2004

COLLECTIVE AGREEMENT - MAINTENANCE AND SUPPORT STAFF

This Collective Agreement entered into between the Employers' Federation of Ceylon, 385, J3 Old Kotte Road, Rajagiriya, of the First Part and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3 and the National Estates Services Union of No. 60, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya, of the Second Part, made and entered into on the Elventh day of March 2004 witnesseth as follows:-

1. **Title.**-This Agreement shall be known as the Plantation Maintenance and Support Staff Collective Agreement (Tea, Rubber and Oil Palm Estates).

2. **Employers Covered and Bound.**-This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Scehdule 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 employed on Tea, Rubber and Oil Palm Estates.

3. **Unions and Employees Covered and Bound.**-This Agreement shall cover and bind the aforesaid Trade Unions, hereinafter referred to as the Unions or the Union as the case may be according to context, and members of the Unions who are employed by the members of the Federation referred to in Scehdule I on monthly contracts of employment and in respect of whom salary scales 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 First day of October 2003 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 2008.

6. **General Terms and Conditions.**-(i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.

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

7. **Probation.**-On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at 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. **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 shall thereafter remain available for work throughout the normal working hours.

9. **Salaries, Cost of Living Allowance and Arrears.**-(1) The salaries payable to the employees covered and bound by this Agreement with effect from 01.10.2003 shall be in accordance with the salary scales set out in Schedule II hereof.

- (i) With effect from 01.10.2003, the salaries of all employees in employment at the date hereof shall be increased by a sum equal to 12½% of the monthly salary payable to such employee as at September 2003 and he shall thereafter be placed on the corresponding point in monetary terms on the salary scale applicable to his grade as set out in Schedule II hereof. In the event of there being no such corresponding point, the empolyee shall be placed on the next higher point on such scale, save and except in repect of employees in grades which provide for an annual increment of Rs. 200/- or more. In the case of such employees, they shall in the event of there being no corresponding point, be placed on the nearest point on the applicable scale.

The conversion of salary points is set out at Schedule III hereof.

- (ii) With effect from 01.10.2005, the 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 equal to 5% of the monthly salary payable to each such employee as at September 2005 and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule II hereof in the same manner as provided at sub clause (i) above.
- (iii) With effect from 01.10.2007, the 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 equal to 10% of the monthly salary payable to each such employee as at September 2007 and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule II hereof in the same manner as provided at sub clause (i) above.
- (iv) The salaries payable to employees have been consolidated at the CCPI figure of 1456. The Cost of Living payment applicable for the month of September 1997 which was based on the cost of living figure 2109 was frozen for 100 points i.e. till the CCPI reached the figure of 2209 and was thereafter payable again at Rs. 1/64 per point increase.

The employees will continue to receive the cost of living allowance on the above basis during the period of this Agreement.

The cost of living payment for September 1997 was Rs. 1,070.92.

- (v) An employee covered 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 2003 will be entitled to a sum representing the immediate increase received by the employee in terms of sub clause (i) above multiplied by five (5) by way of notional wage arrears in respect of the period 1st October 2003 to 29th February 2004. Contributions to the EPF and ETF and to the medical fund in respect of each employee shall however, be made in respect of this notional payment. This payment shall not be taken into account for any other consequential benefits.

10. **Hours of Work and Overtime.** - The decisions of the relevant Wages Board shall apply.

11. **Leave.** - (i) Employees presently enjoying 14 days Annual Leave shall continue to do so, Others will receive Annual holidays in accordance with the relevant Wages Board Decisions applicable to them.

(2) (i) **SICK LEAVE.** - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or 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 hospitalisation 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.** - Employees, if they are presently enjoying same, shall be entitled in each year to maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

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

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

13. **Age of Retirement.** - (i) Unless the letter of appointment 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.

(vi) 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.

14. **Suspension as a Measure of Punishment.**— (1) Punishment for offences in the case of an employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.

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

15. **Suspension Pending Disciplinary Inquiries.**— (1) An employee may be 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.

16. **Administrative Transfers.**— (1) Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the 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.

17. **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.

18. **Disciplinary Inquiries.**— (1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business 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.