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අංක 1342/18 – 2004 මැයි 28 වැනි සිකුරාදා – 2004.05.28

No. 1342 /18 – FRIDAY, MAY 28, 2004

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/564

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Bank of Ceylon , No. 04, Bank of Ceylon Mawatha, Colombo 01 of the one part and Staff Officers' Association, No. 04, Bank of Ceylon Mawatha, Colombo 01, of the other part on 21st January, 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.
29th March, 2004.

Collective Agreement No. 06 of 2004

COLLECTIVE AGREEMENT between Bank of Ceylon of No. 4, Bank of Ceylon Mawatha, Colombo 01 of the One Part and staff officer's association of the other Part.

This Collective Agreement is made on this 21st day of January 2004 by and between the Bank of Ceylon of the one part (hereinafter referred to as "the Bank") and the Staff Officers' Association of the other Part (hereinafter referred to as "The Association")

Title : This Agreement will be known and referred to as "Bank of Ceylon Collective Agreement with The Staff Officers' Association for the Period First January Two Thousand Three to Thirty First December Two Thousand Five. (01-01-2003 TO 31-12-2005)"

1. **Employers To be Covered and Bound.**— This Agreement shall cover and bind the Bank of Ceylon, which is a party to this Agreement.

2. **Employees To be Covered and Bound.**— This Agreement shall cover and bind members of the Association in Employment with the Bank and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annex hereto.

3. **Date of Operation and Duration.**— This Agreement Shall come into force on First January Two Thousand three (1st January 2003) and thereafter continue to be in force, unless it is determined by either party giving six months notice in writing to the other provided however, that no party shall give such notice to the other party before the 1st day of July, 2005 and such notice shall not expire before the 31st day of December, 2005.

4. **Matters Covered and variation of terms and Conditions of Employment and Benefits.**

(a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Association in relation to the period 2003 - 2005 and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Staff Officers' Association agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Staff Officers' Association the CBEU and reach finality on or before 30th April, 2004. After an agreement has been arrived at, as regards non-salary benefits the terms and conditions of same shall be annexed to this agreement, which shall form an integral part thereof.

(b) The Association and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components.**— As from 01.01.2003 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprise the following components :

- (a) Fixed Component linked to "Basic Salary" and related allowances.
- (b) Variable Component linked to performance. (Please refer Section 5.2)

5.1 **FIXED COMPONENT.**— The Fixed Component comprise the following items : -

- (i) Revised Basic salary as set out in the Annex I hereto. (Those reaching the maximum of the salary scales of the highest category in the each grade marked (f) against in the Annex 1 and all Officer Grades will be entitled for increments continuously not withstanding the maximum point given in the salary scales.)
- (ii) Allowances.
- (a) In addition to the rationalized basic salary, the following allowances will be paid, effective from 01.01.2003.
 - (i) Cost of Living Allowance as per item (b) below.
 - (ii) Rent Allowance as per item (c) below.
 - (iii) 10% of Basic salary Rent Allowance and Cost of Living Allowance.
- (b) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December, 1999 at the index point of 2404.9. Commencing January 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3/-. If the index point drops below the December, level i.e. 2404.9 the computation should be at the rate of Rs. 2.75 per point.
- (c) The Rent Allowance, which will be 20% of the rationalized Basic Salary with a minimum of Rs. 1400/-

5.2 **VARIABLE COMPONENT.**— Basis of determination of Variable Component will be decided in the course of time.

6. **Taxes on Emoluments.**— 'Payee Tax' payments to be reimbursed by the Bank without any effect to the take home salary.

7. **Conversion of the Basic Salary.**—

(a) The Basic Salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.

e.g. An employee who had been on the 5th step of the scale as at 31.12.2002 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2003.

(b) Non-Banking stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

8. **Conversion Anomalies.** - Any anomalies that would arise consequent to this revision shall also be examined by a Committee comprising of representatives of the Bank and the Association and will be rectified suitably.

9. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Association are more favourable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment or such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

10. Where an employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.

For and on behalf of the

BANK OF CEYLON

STAFF OFFICERS' ASSOCIATION

Signed
Chairman

Signed
N. M. G. S. GAMAGE
President

Signed
S. N. P. PALIHENA
General Manager

Signed
N. SURaweera
General Secretary

WITNESS TO THE ABOVE SIGNATORIES :

Signed
J. B. V. FERNANDO
Deputy General Manager
(Human Resources Development)

Signed
GAMAGE K. JINADASA
Vice President

COLLECTIVE AGREEMENT OF STATE BANKS - 2003 - 2005

Revised Salary Scales

Grade	Present (2000)	Revised (2003)
Cheif Manager (F)	16,180 - 24,430 550/= × 15	22,575 - 33,300 715/= × 15
Senior Manager (F)	12,870 - 22,170 465/= × 20	18,250 - 30,350 605/= × 20
Manager (F)	10,480 - 18,680 410/= × 20	15,150 - 25,750 530/= × 20
Assistant Manager (F)	8,650 - 14,750 305/= × 20	12,750 - 20,850 405/= × 20
Executive Officer (F)	6,500 - 10,800 215/= × 20	9,900 - 15,600 285/= × 20
Officer Trainee	6000	9000
Junior Executive Officer (F) / Secretary III (Closed Service) (F)	5,600 - 9,100 175 × 20	8,650 - 13,250 230 × 20

ALLOWANCES PAYABLE IN ADDITION TO THE BASIC SALARY

- (i) Rent Allowance (20% of basic salary, with a minimum of Rs. 1400/-.)
- (ii) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December, 1999 at the point of 2404.9. Commencing January, 2000 every one point over and above the Colombo Consumer Price Index (CCPI) of December, 1999 only will be computed at Rs. 3/-. If the Index point drops below December level ie.: 2404.9 the computation will be at the rate of Rs. 2.75 per point.
- (iii) 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance.

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My No.: CA/Plantation/02/2004

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Talawakelle Plantation Ltd. No. 400, Deans Road, Maradana, Colombo 10 and M/s. Misty Mountains Holdings Ltd., No. 410/3, Bauddhaloka Mawatha, Colombo 7 and Indianola, Washington, U.S.A. of the one part and Ceylon Workers' Congress, 72, Ananda Coomaraswamy Mawatha, Colombo 07 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. 11 of 2004

COLLECTIVE AGREEMENT MADE ON THIS 11TH DAY OF MARCH 2004

This Collective Agreement made on this 11th day of March Two Thousand and four pursuant to the Industrial Disputes Act between

Talawakelle Plantation Ltd, having its registered office at No. 400, Deans Road, Maradana, Colombo 10 and M/s. Misty Mountains Holdings Ltd., having its registered office at No. 410/3, Bauddhaloka Mawatha, Colombo 07 and Indianola, Washington U.S.A. (hereinafter referred to as employers) and The Ceylon Workers' Congress having its registered office at No. 72, Ananda Coomaraswamy Mawatha, Colombo 7 (hereinafter referred to as the Union) of the other Part.

WITNESSETH and it is hereby agreed between the parties as follows :-

Part I

1. **Employers covered and Bound.**— This Agreement shall bind the employers above named of Calsay Estate, Nanuoya, Clarendon Estate, Nanuoya and Dessford Estate, Nanuoya situated in Nuwara Eliya District, Central Province in total extent of 901.66 Hectares i.e. Calsay Estate 278.25 Hectares, Clarendon Estate 191.42 Hectares and Dessford Estate 431.99 Hectares who will manufacture orthodox, CTC and orthodox, tea respectively.

2. **Employees covered and Bound.**— This Agreement shall bind the members of the Ceylon Workers' Congress who are employed on the above mentioned estates engaged in the Tea Growing and Manufacturing Trade or in the occupations provided by Misty Mountains Holdings Ltd.

3. **Earlier Agreements.**— The provisions of this Agreement shall supersede and replace any earlier Agreements and shall be deemed conclusive in relation to terms and conditions contained therein.

4. **Date and Operation and Duration** .- This Agreement shall be effective as from the First day of June, 2004 and shall continue to be in force thereafter for an initial period of 3 years unless it is abrogated by either party giving one month's notice in writing to the other subject to the following proviso :-

- (a) That one party hereto shall not give such notice to the other party before the expiry of 03 years from the date hereof.
- (b) This Agreement shall stand terminated when abrogated.

5. **Terms and Conditions of Employment** .- Terms and conditions of employment shall be on terms provided in the Collective Agreement No. 13 of 2002 between the Ceylon Workers' Congress etal and the Employers' Federation of Ceylon.

6. **Wages** .- The employees working on daily rates of pay in a manual capacity in the plantations mentioned above shall be paid for the time being in terms of Clause 6 of the Collective Agreement between the CWC and EFC and the wage rate as may be revised from time to time, provided however that workers employed by Misty Mountains Holdings Ltd. In whatever project activity they are engaged in outside the Tea Growing and Manufacturing Trade shall be paid a rate of wages applicable to that particular industry or occupation as negotiated between the said Misty Mountains Holdings Ltd. and the Ceylon Workers' Congress.

7. **Ultimate Liability** .- (i) During the pendency of this agreement it is specifically understood that Talawakelle Plantations Ltd. shall be responsible for settling all legal and other dues to the workers in case Misty Mountains Holdings Ltd. defaults in such payments including the continuity and security of employment of the workers covered by this agreement with particular reference to :-

- (a) Preference to residents in recruitment for all relevant project activities.
- (b) Maintenance of places of religious worship.
- (c) Preservation of records.
- (d) Empowerment of women workers and gender equity.
- (e) Human Resource Development.
- (f) Discourage sexual harassment.
- (g) Provide acces to career advancement etc.

(ii) Misty Mountains Holdings Ltd. undertakes to faithfully implement the projected activities in relations to these three estates fully described in the annexure (1) under the headline "Misty Mountains Holdings Ltd., Tea Plantation Social and Employment Abstract."

IN WITNESS WHEREOF THE PARTIES AFORESAID HAVE HEREUNTO SET THEIR HANDS AT COLOMBO ON THIS 11TH DAY OF MARCH TWO THOUSAND AND FOUR.

S. T. GUNATILLAKE,
Chief Executive Officer
Talawakelle Plantation Ltd.

S. RM. ARUMUGAN THONDAMAN,
President/General Secretary
Ceylon Workers' Congress.

H. ALAN LIPSCOMB,
Chairman,
Misty Mountains Holdings Ltd.

WITNESS :

WITNESS :

(1) D. SENEVIRATNE,
General Manager.,
(Finance) TPL.

(1) HARRY SANDRASEKERA,
Senior Vice President,
Industrial Relations and International Affairs,
Ceylon Workers' Congress.

(2) DON MARK ANTONY PERERA,
Deputy Chairman,
Misty Mountains Holdings Ltd.

TEA PLANTATION

SOCIAL AND EMPLOYMENT ABSTRACT

“a structure for social / economic growth”

We are a rapidly growing Sri Lanka corporation engaged in the production and sale of Certified Environmentally Friendly, Shade Grown, Fair Trade premium specialty and classic Teas from some of the world's finest tea producing properties. Our underlying essential principles are to operate with heightened social and environmental responsibility, to employ the best available technical knowledge, and to use financial prudence for the shared benefit of our employees, our communities, our worldwide customers and our shareholders.

Misty Mountains offers consumers the best quality tea that the fabled Mountains of Serendipity can supply. Our tea is *Certified Environmentally Friendly and Socially Just*. We are aware of the incredible biodiversity that gave way to the Tea plantations. With the application of the 'Analog Ecosystem' stratagem, we invite the former biodiversity to return to the new Landscape of Tea which we are creating. Our agricultural systems do not use toxic pesticides, but are designed to add humus matter and microorganisms that built the rich mountain soil that gives our tea its unique flavor. Our investment in Misty Mountains Certified Environmentally Friendly teas is not only a move into a rapidly expanding, profitable marketplace – it is also an action to ensure the sustainability of Sri Lanka's famed beauty.

Sustainable Development means businesses success that is judged on a performance-based “triple bottom line” of sound and responsible:

- * Economic returns
- * Social progress
- * Environmental protection

Krut and Gleckman, 1998

SOCIAL INVESTMENT

The company's favorable forward projections, its commitment to Research and Development, and its social, worker and local goals have made it a premier investment for our group of socially concerned investors. This special combination of characteristics has allowed our shareholders to expand their financial holdings while reaching out to provide support for plantation workers and their communities. The firm's active social development approach is therefore endorsed, while our shareholders benefit from bridging social to commercial goals.

The firm's strategic goal is to promote social entrepreneurship within strengthened social and economically sustainable communities. These are built around profitable plantation and business units through dynamic marketing programs. Misty Mountains will act as a mentor to the social economy, providing social and economic cohesion and quality village infrastructures.

In the creation of the Misty Mountains corporate culture, Alan Lipscomb, Chairman is setting the standard of expectation. “*He is a creative thinker, works extremely hard, and conducts himself with the utmost integrity*” (Kirt W. Montague, Thetford Capital LLC). The Misty Mountains Holdings Limited goal is for everyone to be able to say this about the Company and about each of its employees. The company is well on its way to setting this standard of expectation and performance. All employees of Misty Mountains are asked to consider the nature of our business and are expected to consider themselves a unique part of the special Misty Mountains corporate/customer convergence which is bringing to life an international community of spirit built on the love of tea. Our corporate culture realizes crossover social and economic responsibility across the entire organization, the value of innovative thought and bottom-up communication. Our special nature allows for creative solutions to social and business problems while promoting real creation of dignified opportunity.

Misty Mountains' Business, Social and Agricultural Policies are integrated and applied across the entire firm. The Misty Mountains Board of Directors acts as mediator, determines priorities, sets out the measures required to achieve priority objectives and indicates the funding for each part of the firm's programs. Our firm has two simple rules on which all other consideration is based:

Do no harm

Do good

We respect the needs and aspirations of our workforce, the backbone of our industry, and we invest in their well-being and futures. The “Fair Trade Commitment” of Misty Mountains sees our employees as the most valuable asset of the organization. Our commitment to our employees starts with the assurance of a fair wage. All employees are to be offered training and opportunities for advancement. We see our Tea