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## PART I : SECTION (I) – GENERAL

### Government Notifications

My No.: CA/Plantation/08/2004.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Employer's Federation of Ceylon, No. 385, J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Workers Congress, 72, Ananda Coomaraswamy Mawatha, Colombo 07 and Lanka Jathika Estate Workers Union, 60, Bandaranayakepura, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya and the Joint Plantation Trade Union Centre, No. 618-1/2, Galle Road, Colombo 03 of the other part on 26th October, 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.  
17th December, 2004.

#### Collective Agreement No. 42 of 2004

THIS Collective Agreement made and entered into between The Employer's Federation of Ceylon, having its registered office at No. 385 J3, Old Kotte Road, Rajagiriya of the First Part (which term shall mean and include the member Companies whose names are mentioned in the annexed Schedule and referred to hereinafter as the "employer") and the Ceylon Workers' Congress, having their registered office at No. 72, Ananda Coomaraswamy Mawatha, Colombo 7, the Lanka Jathika Estate Workers' Union, having its registered office at No. 60, Bandaranayakepura, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya and the Joint Plantation Trade Union Centre, having its registered offices at No. 618-1/2, Galle Road, Colombo 3 of the Second Part (hereinafter jointly and severally called the "unions" which terms shall include members of the said Unions engaged in a manual capacity in the Tea and Rubber plantations of the companies named in the annexed Schedule).

WHEREAS negotiations took place between the said parties for a revision of the Wage Collective Agreement entered into between them on 05th September 2002 (Collective Agreement No. 13 of 2002) in respect of the manual grade employees in the Tea and Rubber plantations under the management of the said Companies and agreement has been reached in respect of wages and other relevant payments, it is agreed by and on behalf of the parties concerned as follows:

1. The employees working on daily rates of pay in a manual capacity in the plantations shall, with effect from the 01st day of October Two Thousand and Four receive the following remuneration package.

(A) TEA.-

- (i) A daily wage of Rs. 135.00 on which EPF and ETF benefits shall be paid.
- (ii) A daily Price Share Supplement of Rs. 20.00.
- (iii) A daily attendance incentive of Rs. 25.00 to workers whose attendance is 75% and over of the number of days work offered per month.
- (iv) The payments referred to at II & III above shall not constitute a part of an employee's earnings for the payment of any consequential benefits thereon.

(B) RUBBER.-

- (i) A daily wage of Rs. 125.00 on which EPF, ETF and other benefits shall be paid.
- (ii) A daily Price Share Supplement of Rs. 10.00.
- (iii) A daily attendance incentive of Rs. 35.00 to workers whose attendance is 75% and over of the number of days work offered per month.
- (iv) The payments referred to at II and III above shall not constitute a part of an employee's earnings for the payment of any consequential benefits thereon.

(C) VARIABLE PRICE SHARE SUPPLEMENT.-

- (i) TEA SECTOR.- When the National Sales Average (as declared by Tea Board) in the preceding month exceeds Rs. 160 (the Threshold) the employer shall make payment as follows for every rupee in excess of the Threshold (rounded to the closest rupee point) in the following month:

Rs. 160 to Rs. 170	-	35 cents per each rupee
Rs. 171 to Rs. 180	-	45 cents per each rupee
Rs. 181 and above	-	50 cents per each rupee

This Variable Price Share Supplement payment shall not constitute a part of an employee's earnings for the purpose of any consequential benefits thereon.

- (ii) RUBBER SECTOR.- When the price for RSS 2 in the proceeding month exceeds Rs. 95 (the Threshold) the employer shall make payment as follows for every rupee in excess of the Thresholds (rounded to the closest rupee point)

Rs. 95 to Rs. 105	-	35 cents per each rupee
Rs. 106 to Rs. 115	-	45 cents per each rupee
Rs. 116 and above	-	50 cents per each rupee

This Variable Price Share Supplement payment shall not constitute a part of an employee's earnings for the purpose of any consequential benefits thereon.

2. Parties agree that the remuneration package as determined under Clause 1 above shall remain in force until the 31st day of October, 2006 and neither party shall in any manner add or attempt to add to, vary or alter this remuneration package or any of the direct monetary payments currently applicable to the employees).

3. This Collective Agreement is entered into in accordance with Clause 6 of the Collective Agreement between the parties entered into on 24th July, 2003 (Collective Agreement, No. 13 of 2003) and shall be read and understood in the context of an in relation to the said Collective Agreement, No. 13 of 2003.

4. The parties agree that the minimum wages under the Wages Board for the Tea and Rubber Growing and Manufacturing Trades will not be modified save and except to bring the rates in line with this agreement.

5. **Notional Arrears.**— In respect of the period 01.07.2004 to 30.09.2004, the employer shall pay notional arrears based on the wages, Price Share Supplement (Tea Sector) and the Attendance Incentive in terms of Clause 1(A) and (B) above. The amount payable would be calculated on the basis of the actual number of days worked during the said period taking into account the amounts paid and the amounts payable in terms of Clause 1(A) and (B) above. This payment of notional arrears shall not constitute a part of an employee's earnings for the purpose of any consequential benefits thereon.

6. The parties once again agree to cooperate in improving the efficiency and productivity of the estates and encourage more dialogue and settlement of operational issues at estate level in harmony.

THE PARTIES HAVE HEREUNTO SET THEIR HANDS AT COLOMBO, ON THIS 26TH DAY OF OCTOBER, TWO THOUSAND AND FOUR IN CONFIRMATION OF THE FOREGOING SETTLEMENT.

A. THONDAMAN,  
President/General Secretary,  
Ceylon Workers' Congress.

S. K. L. OBEYSEKERE,  
Chairman,  
Plantation Services Group,  
Employers' Federation of Ceylon.

K. VELAYUDAN,  
General Secretary,  
Lanka Jathika Estate Workers' Union.

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

S. RAMANATHAN,  
President,  
Joint Plantations Trade Union Centre.

(A Signature)

WITNESSES:

M. S. A. H. MOHIDEEN,  
(Administrative Secretary)

K. KULARATNAM.

P. G. Chandrasena,  
JPTUC.

H. SANDRASEKERA,  
Senior Vice President,  
CWC.

*SCHEDULE 1*

EMPLOYERS COVERED BY THIS AGREEMENT

1. Agalawatte Plantations Ltd.
2. Agarapatana Plantations Ltd.
3. Balangoda Plantations Ltd.
4. Bogawantalawa Plantations Ltd.
5. Elpitiya Plantations Ltd.
6. Hapugastenne Plantations Ltd.
7. Horana Plantations Ltd.
8. Kahawatte Plantations Ltd.
9. Kegalle Plantations Ltd.
10. Kelani Valley Plantations Ltd.
11. Kotagala Plantations Ltd.
12. Madulsima Plantations Ltd.
13. Malwatte Valley Plantations Ltd.
14. Maskeliya Plantations Ltd.
15. Maturata Plantations Ltd.
16. Namunukula Plantations Ltd.
17. Pussellawa Plantations Ltd.
18. Talawakele Plantations Ltd.
19. Udapusselawa Plantations Ltd.
20. Watawala Plantations Ltd.

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My No.: CI/1494.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Sri Lankan Airlines Limited, Level 19-22, East Tower, World Trade Centre, Echelon Square, Colombo 01, of the one part and Flight Attendants Union, No. 4A, Perterson Court, Merrigold Apartment, Perterson Lane, Colombo 06, of the other part on 03rd September, 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.  
07th December, 2004.

**Collective Agreement No. 43 of 2004**

Collective Agreement between Sri Lankan Airlines Limited and the Flight Attendants Union 2002 - 2007

FLIGHT ATTENDANTS UNION COLLECTIVE AGREEMENT (2002)

**1. Arrangement and Index**

This Agreement is arranged as follows:

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**2. Title.**– This document is the “Flight Attendants Union Collective Agreement (2002)” and is known as the “Agreement”.

**3. Names of the Parties Covered and Bound.**–

3.1 This Agreement is effective from **01st June, 2002** between the parties listed in Sections 3.2 to 3.4 below. In this Agreement, the terms “Employees” and “Cabin Crew” shall mean all those Employees covered by Section 3.3 to 3.4 in this Agreement below.

3.2 Sri Lankan Airlines Limited, a Company incorporated in Sri Lanka with it's official registered office address as Level 19 – 22, East Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka, hereinafter called the “Company” (which expression wherever the context so admits shall include and mean it's successors and assigns).

This agreement shall cover and bind Sri Lankan Airlines Limited and the Flight Attendants Union, a registered Trade Union registered in Sri Lanka under registration No. 6350, with its official registered office address as No. 4A, Peterson Court, Merrigold Apartment, Peterson Lane, Colombo 06, Sri Lanka, herein called the “FAU” (which expression wherever the context so admits shall mean and include it's successors, assigns, replacement and all Cabin Crew who are members of the “FAU” and who are employed in a permanent capacity in grades C1 – C5 (formerly 3C – 7C) who possess a valid cabin crew certificate / licence issued by the Civil Aviation Authority and covered and bound by this Agreement).

3.3 Other individual Employees who are employed in a permanent capacity in grades C1 – C5 (formerly 3C – 7C) of the Cabin Crew grade structure and possess a valid cabin crew certificate / licence issued by the Civil Aviation Authority and who are not members of the FAU but who nevertheless wish to accept the terms and conditions of this Agreement by signing on an individual basis.